

**BEFORE THE NATIONAL GREEN TRIBUNAL  
EASTERN ZONE KOLKATA BENCH  
Original Application No.21 of 2024/EZ.**

---

Smt. Haripriya Patel

..... Petitioner / Appellant

Vs.

Department of Environment &  
Forest, Govt. of Odisha & Ors.

.....Respondent / Defendant

**INDEX**

Sl. No.	Description of the documents	Page Nos.
1.	Affidavit.	
2.	<b><u>ANNEXURE-R2/1 Colly</u></b> Photocopy of the joint committee report carried out on dtd.24.02.2024.	

SPCB Odisha, R.No.2

Through

Kolkata

Date:

**Smt Papiya Banerjee Bihani,**  
Advocates for the Respondent No.2  
(State Pollution Control Board, Odisha)  
e-mail: pbanerjeebihani@gmail.com  
Phone No.:9831493390

**BEFORE THE NATIONAL GREEN TRIBUNAL  
EASTERN ZONE KOLKATA BENCH  
Original Application No.21 of 2024/EZ.**

---

Smt. Haripriya Patel

.....

Applicant(s)

Vs.

Department of Environment &  
Forest, Govt. of Odisha & Ors.

.....

Respondent(s)

**AFFIDAVIT ON BEHALF OF STATE POLLUTION  
CONTROL BOARD, RESPONDENT NO.2 IN  
COMPLIANCE TO DIRECTION DTD.31.01.2024 OF  
THIS HON'BLE TRIBUNAL.**

---

I, Dr. Kailasam Murugesan, IFS, son of late Paramasivam Kailasam aged around 56 years, at present working as Member Secretary, State Pollution Control Board, having my office at Paribesh Bhawan, A/118, Nilakantha Nagar, Unit-VIII, P.O. Nayapalli, Bhubaneswar, Dist – Khurda, Odisha-751012, do hereby solemnly affirm and state as under:

1. That I am the Member Secretary of the Respondent No.2 Board and, as such, am well-acquainted with the facts and



30 MAR 2024

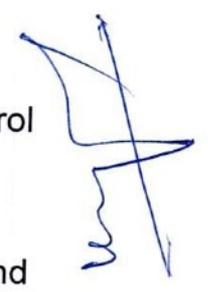
MANJULA KUMAR PRAHDAN  
NOTARY PUBLIC  
BHUBANESWAR  
REGD. NO. ON-71/2009  
PH:-9437627119 (M)



circumstances with the case and competent to swear this affidavit.

2. That this Hon'ble Tribunal while adjudicating the OA suo-motu on a complaint submitted by the Applicant bringing to the notice of the Hon'ble Tribunal an article published in the Times of India on 15.12.2023 under the heading **“Stench from garbage dump at TTS a health hazard: Experts”** has been pleased to constitute a committee in their order dtd.31.01.2024 consisting of the following members:

- (i) Senior Scientist, Odisha State Pollution Control Board,
- (ii) Senior Scientist, Central Pollution Control Board, and
- (iii) Senior Scientist / Environmentalist, Bhubaneswar Municipal Corporation, Bhubaneswar.



And directed for inspection of the site in question and submits its report with regard to the allegations made. The R.No.2 Board has been declared as the Nodal Office for all logistic purposes and for filing the report of the committee on affidavit within four weeks. The R.No.2 Board through



*[Handwritten signature]*

its counsel has appeared on dtd.04.03.2024 and the Hon'ble Tribunal has allowed the prayer of the R.No.2 Board and directed for filing the inspection report of the committee within four weeks.

3. That in the meantime, the committee constituted by the Hon'ble Tribunal in their order dtd.31.01.2024, has visited the site on dtd.24.02.2024 and submitted the detail report with some conclusions. The copy of the report of the committee along with its annexures is annexed to this affidavit and marked as **ANNEXURE – R2/1 Colly** for kind perusal of the Hon'ble Tribunal.
4. That this affidavit is filed in compliance of the direction dtd.31.01.2024 read with order dtd.04.03.2024 of the Hon'ble Tribunal in order to bring on record the joint inspection report of the committee.
5. That the Respondent No.2 Board craves the leave of this Hon'ble Tribunal to file further affidavit if necessary for proper adjudication of the case.
6. That the annexure annexed to the present affidavit is true and correct copy of its original.

*[Handwritten signature]*



MANJULA KUMAR PRADHAN  
NOTARY PUBLIC  
BHUBANESWAR  
REGD.NO.ON-71/2009  
PH:-9437627119 (M)

*[Handwritten Signature]*

7. That the contents of the above paragraphs are true and correct to the best of my knowledge, as derived from the official records, and that nothing material has been concealed therefrom.

*[Handwritten Signature]*

**DEPONENT**  
Member Secretary  
State Pollution Control Board  
Odisha, Bhubaneswar

**VERIFICATION:**

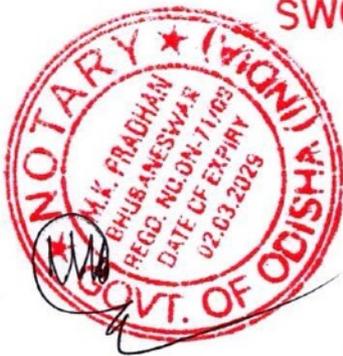
I, the above named deponent, do hereby verify that the contents of the above affidavit are true and correct to the best of my knowledge, as derived from official records, and that nothing material has been concealed therefrom.

Verified at Bhubaneswar on this the 30<sup>th</sup> day of March, 2024.

*[Handwritten Signature]*

**DEPONENT**  
Member Secretary  
State Pollution Control Board  
Odisha, Bhubaneswar

**SWORN BEFORE ME**



MANJULA KUMAR PRADHAN  
NOTARY PUBLIC  
BHUBANESWAR  
REGD.NO.ON-71/2009  
PH:-9437627119 (M)

*[Handwritten Signature]*

REPORT OF THE COMMITTEE BEFORE THE HON'BLE NATIONAL  
GREEN TRIBUNAL EASTERN ZONE BENCH, KOLKATA IN THE  
MATTER OF ORIGINAL APPLICATION NO. 21/2024/EZ

**1. Background:**

The present Original Application is being taken up suo-motu on a complaint submitted by one Smt. Haripriya Patel stated to be residing at 106, Lumbini Enclave Chandrasekharpur near Care Hospital, Bhubaneswar-751021, Odisha, bringing to the notice of the Tribunal an article published in 'the Times of India' on 15.12.2023 under the heading "Stench from a garbage dump at TTS a health hazard: Experts",

Hon'ble NGT has passed an order on 31.01.2024, the relevant portion of which is reproduced as under:

*"In order to elicit the veracity of the allegations made, we deem it appropriate to constitute a fact-finding Committee comprising of the following Members: -*

- i. Senior Scientist, Odisha State Pollution Control Board,*
- ii. Senior Scientist, Central Pollution Control Board, and*
- iii. Senior Scientist/ Environmentalist, Bhubaneswar Municipal Corporation, Bhubaneswar*

*The Committee shall inspect the site in question and submit its Report within four weeks on affidavit regarding the allegations made.*

*The Odisha State Pollution Control Board shall be the Nodal Office for all logistic purposes and for filing the Report of the Committee on affidavit within four weeks."*

**2. Constitution of Committee**

In compliance with that following committee is constituted:

- i. Dr. Binod Bihari Dash, Additional Chief Environmental Scientist, State Pollution Control Board, Odisha*
- ii. Abhijit Pathak, Scientist 'D', Central Pollution Control Board, Regional Directorate Kolkata and*

*B. Dash*

*Abhijit*

*Qw*

- iii. Dr. Manoranjan Sahu, Deputy Commissioner, Bhubaneswar Municipal Corporation, Bhubaneswar.

The members of the committee had a meeting on 24.02.2024 at the BMC office, Bhubaneswar, followed by a visit to the site in question and other MSW management sites in Bhubaneswar city. A list of participants who attended the meeting and field visits is given in *Annexure I and Annexure II*.

The members of the committee met again on 25th February to finalize the fact-finding report. The List of participants who attended the meeting *Annexure III*.

### **3. About Bhubaneswar Municipal Corporation (BMC) and its responsibility in Waste Management**

Bhubaneswar Municipal Corporation (BMC) which was constituted in the year 1948 as a Notified Area Council became a Municipality in the year 1979 and finally was declared as a corporation in the year 1994. The area of BMC is spread over 200 sq. K.M. which is divided into 3 Zones (South East, South West & North) and further subdivided into 67 municipal wards.

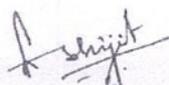
BMC is responsible for city sanitation and hygiene to provide end-to-end sanitation services from collection of solid waste from doorsteps and streets till its scientific disposal. As per Solid Waste Management Rules 2016, BMC is also responsible for management & disposal of Construction & Demolition wastes, street sweeping wastes, horticulture wastes, desilting wastes generated from drain cleaning in addition to domestic dry and wet wastes.

### **4. Solid Waste Generation Potential in Bhubaneswar Municipal Area**

As per the 2011 Census, the population of the city is 8,86,397, the census data for 2021 is yet to be published and therefore, it is estimated that the population under BMC jurisdiction is anticipated to be approximately 13 lakhs at present and being the capital city of the State, the daily influx of floating population is estimated to be around 2 lakhs thereby leading to approximately 15 lakhs waste generators.

The current potential generation of Municipal Solid Waste in 67 wards of BMC is approximately 800 tonnes per day (800 TPD). The wet waste is approximately 384 Metric tons/day of the total mixed waste and dry waste is 416 Metric tons/day.







## **5. Present Management Practice of Municipal Solid Waste in Bhubaneswar:**

The Government of Housing & Urban Development Department, Odisha issued a Standard Operating Procedure (SOP) envisaging a unique Decentralized Waste management model by involving community participation and empowerment of Women Self Help Group (SHG) members. As per the Standard Operating Procedure, the ULB have its own fleet of vehicles equipped with separate compartments for segregated collection of dry and wet waste. Members of SHGs are responsible for Door to Door collection of segregated waste and transport the same to a Micro Composting Centre (MCC) and Material Recovery Facility (MRF). In Bhubaneswar city, there are 22 such "Wealth Centres" where both MCC and MRF coexist. In addition to these, there are independent MCCs (14 nos.) in addition to the 22 MCCs existing at "Wealth Centres". At these centres segregated wet waste goes for Composting at MCC and dry waste is sorted into various categories and further channelized to recyclers directly or through authorized intermediaries. It was stated that each MCC and MRF shall have maximum throughput capacity of 5 TPD which is entirely being operated and managed by the SHG groups. Total installed capacities to handle 110 TPD (Tonne per day) MRF and 180 TPD MCC in wealth centres.

### **A. Collection and Transportation of Wastes:**

In order to ensure door-to-door collection of the MSW generated in the city, BMC has currently engaged 435 nos. specially designed Light Commercial Vehicles and 55 nos. Battery Operated Vehicles have separate compartments for segregated collection of dry and wet waste. In addition to these, 200 manual push carts are also engaged for door-to-door collection of segregated waste where access to narrow lanes, and by-lanes in residential areas by LCVs/BOVs is not possible. The transport activity from households to treatment facilities is being managed through the involvement of seven (7) NGOs.

The door-to-door collection efficiency is more than 90% whereas the source segregation efficiency is around 50%-60% as reported by BMC. The optimum processing efficiency of Municipal Solid Waste can be achieved by proper segregation of Municipal Solid Waste at the source of generation. In order to ensure source segregation and to inculcate the habit of source segregation in the citizens of Bhubaneswar BMC has taken several initiatives which are as follows:

*Deborah*

*Sanjay*

*Qw*

- Engagement of 4 nos. Swachha Sathis in each ward for day-to-day awareness by reaching out to the households daily. The performance effectiveness of the awareness campaign is being assessed and monitored.
- The door-to-door collection vehicles were specifically designed with separate compartments and signages were fixed in each vehicle to generate awareness of source segregation.
- All the vehicles are equipped with a public address system (Mike) to request and make the citizens aware to provide segregated waste i.e., wet & dry waste. The vehicles are continuously playing jingles and songs to attract, convince, and request the citizens to provide segregated waste on daily basis while executing the door-to-door collection activities.
- Several other methods of IEC campaigns such as meetings, rallies, door to door campaigns are being organized by BMC from time to time to inculcate behavioural changes in citizens to enhance collection & segregation efficiency to 100%.

The segregated waste is transported to the Decentralized Wealth Centres established in different wards of the city. The available waste treatment facilities are tagged with designated wards (in group or individual) in such a way that the collected waste can reach the respective designated wealth centre (Consisting of Micro Composting Centre & Material Recovery Facilities MRF) or standalone Micro Composting Centre (MCC) for their scientific disposal within the stipulated time. The list of Material Recovery Facilities (MRF) & Micro Composting Centre (MCC) in municipal jurisdiction is given in Table 1 & Table 2:

SL NO	ZONE	NAME OF MRF	WARDS TAGGED	CAPACITY (TPD)
1	NORTH	TTS Sainik School	12,17	5
2		TTS Sainik School	25, 27	5
3		Gadakana	9,11	5
4		Kanan Vihar	2,3	5
5		Prasanti Vihar	1,6	5
6		Naharakanta	4	5

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

SL NO	ZONE	NAME OF MRF	WARDS TAGGED	CAPACITY (TPD)
7		Pandra	18,19	5
8		Hatiasuni	7,13,16,20,21,26	5
9		Palasuni	5,10	5
10		Niladri Vihar	8,14	5
11	SOUTH EAST	Nicco Park	28, 29,35,36,41	5
12		Unit 1	40,53	5
13		Badagada	43,44,45	5
14		Basuaghai	30,34,58,59	5
15		Laxmi Sagar	31,32,33,42	5
16		Lingaraj ROB	54,55,60,61,67	5
17		Mahinsakhhal	56,57	5
18	SOUTH WEST	Bharatpur	22,23,24,49	5
19		Pokhariput	46,51,52,62,63	5
20		Baramunda	15,50	5
21		Bhagawanpur	64,65,66	5
22		Unit 8	39,47,48	5
				110

Sl. No.	Zone	Functional MCC	Wards Tagged	Capacity (TPD)
1	North	TTS, SAINIK SCHOOL	12 & 17	5
2		Pandara	18 & 19	5
3		Niladri Vihar	8, 14	5
4		Kanan Vihar	2,3	5
5		Prashanti Vihar	1&6	5
6		Naharkanta	4	5

Doodh

Ashmit

Dw

Sl. No.	Zone	Functional MCC	Wards Tagged	Capacity (TPD)
7		Gadakana (TTS Front)	9 & 11	5
8		Hatiasuni	16,20,21, 26,7 & 13	10
9		Hatiasuni		
10		Palasuni		
11	South East	Nicopark -36	36	5
12		Nicopark -28 &29	28,29	5
13		Nicopark -35	35	5
14		Laxmisagar - 32,33	32 & 33	5
15		Mahinsakhala	56 & 57	5
16		Badagada	44	5
17		Basuaghai	59	5
18		Badagada	43 & 45	5
19		Laxmisagar-31,42	31 & 42	5
20		Nicopark	41	5
21		Unit-1	40 & 53	10
22		Unit-1		
23		Basuaghai	58	5
24		Basuaghai	30,34	5
25		Lingaraj ROB	54,55,60,61,67	10
26		Lingaraj ROB		
27	South West	Unit -8	47, 48	5
28		Unit -8	39	5
29		Baramunda	50,15	5
30		Bharatpur	23 & 49	5
31		Bharatpur	22 & 24	5
32		Pokhariput	51 & 52	5

Sl. No.	Zone	Functional MCC	Wards Tagged	Capacity (TPD)
33		Pokhariput	62	5
34		Pokhariput	46 & 63	5
35		Bhagbanpur	64 & 66	5
36		Bhagbanpur	65	5
		<b>Total</b>		<b>180</b>

## B. Activities performed in Wealth Centres

### i) Micro Composting Centre:

- Segregated wet waste collection from door steps.
- Unloading of Wet Waste at MCC
- Secondary sorting of dry components by Swacch Karmis
- Shredding of Wet Waste mixed with EM Solution and Rice husk
- Shredded waste put into pit
- Turning of waste for aeration every 3-4 days
- Degraded waste in 42-45 days.
- Drying of degraded waste
- Sieving of waste
- Retrieving of compost
- Packaging and releasing to market for sale

The wealth centres are operated by Women SHGs daily for the recovery of compost, Recyclables, and Refuse Derived Fuel (RDF) materials. The compost is collected and packaged in different-sized bags as per the requirement of the customer and sell under the brand name of "Mo Khata" (My Fertilizer) to various downline departments and other customers. The detail of sale records of "Mo Khata" produced from waste to wealth (165.125 Tonnes) during 01.01.2023 to 31.12.2023 is given below:

**Table-3 Sale Records of “Mo Khata”**

Sl. No	Name of the line Dept. / Local sale	Mo Khata Compost Sold (MT)
1	EO, Nayagarh (Asst. Horticulture Nayagarh & Nuagaon Block)	33.125
2	Revenue Officers Training Institute (ROTI)	0.5
3	Environmental Officer, BMC	11.84
4	Bhubaneswar Development Authority	1
5	OFDC LTD, Patnagarh	10
6	The Forest range Officer, Bhubaneswar	2
7	Sericulture, Bhubaneswar	22.2
8	Revenue Officers Training Institute (ROTI)	0.3
9	Total Local sales through KIOSK from 01.01.2023 to 31.12.2023	84.16
	<b>Total</b>	<b>165.125</b>

It indicates that the demand of “Mo Khata” is highest in local market through Kiosk, hence the waste generators themselves are now interested to use their own waste promoting circular economy.

**ii) Material Recovery Facility:**

- Segregated dry waste collection from door steps
- Unloading of dry Waste at MRF
- Sorting of recyclables
- Bailing of recyclable material and stacking
- Lifting by Authorised channel partners for sale to recyclers
- Non-recyclable materials transportation to Cement Factory kiln

The recyclables wastes generated through manual sorting of dry waste in Mills are sold through (4) four authorized recyclers. BMC has fixed the rates for each type and agreement has been executed with them.

*[Signature]*

*[Signature]*

*[Signature]*

Recyclable wastes processed at MRF's and sold during the period 01.01.2023 to 31.12.2023 is 3309.055 MT and BMC has earned Rs. 2,42,55,982/- as wealth from waste. The detail sale record of recyclable wastes as below:

**Table-4: Sale of Recyclables with Quantity from MRF**

(Period Jan, 2023 to Dec, 2023)			
Sl. No	Month	Quantity (mt)	Amount (Rs.)
1	Jan	95.635	422434
2	Feb	162.92	652090
3	Mar	265.41	1032162
4	Apr	281.41	2475835
5	May	310.62	2517551
6	Jun	243.87	2156494
7	Jul	233.73	2267913
8	Aug	349.29	2764128
9	Sep	301.92	2541138
10	Oct	340.63	2880118
11	Nov	372.28	2323235
12	Dec	351.34	2222884
<b>Total</b>			<b>24255982</b>

**C. Handling & disposal of treated dry wastes as Refuse Derived Fuel (RDF):**

For safe and useful disposal of RDF generated from the waste treatment facilities, BMC has an MoU with M/s Dalmia Cement (Bharat) Limited, Rajgangpur, where, it is disposed through Co-processing in cement Kilns. *(Annexure IV Copy of MoU).*

**D. Management of Inert Wastes**

The Solid wastes (mostly inert) generated from other allied activities i.e. Street Sweeping, C & D wastes Bhubaneswar Municipal Corporation has a mechanism to lift and dispose of the same through low-lying land filling. Drain de-silting and cleaning mucks are dried at TTS and finally disposed through filling the low-lying land areas.

*[Signature]*

*[Signature]*

*[Signature]*

E. **Horticulture wastes:** The horticulture waste generated in the city are taken to TTS and composted with wet wastes.

**F. Unsegregated Wastes**

The Challenges with handling and disposal of unsegregated or poorly segregated mixed waste are taken care of at TTS for further processing.

**G. Management of Carcasses/Dead Animals**

BMC has adopted a dedicated separate collection mechanism in the city for handling carcasses (dead animals) for which specifically designed vehicles are engaged. These specific vehicles collect dead animals/carcasses and transport them to a designated burial site at Jamukoli for their disposal as per standard practice prescribed by CPCB. A quick response team has been constituted and operates under the Administrative Control of the City Health Officer for this purpose. The entire process of dead animal/carcass disposal activities is monitored by City Health Officer and his team on daily basis.

**H. Management of Sanitary Waste**

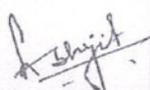
BMC has waste collection Vans where citizens are requested to drop sanitary waste in plasma separate compartments demarcated. BMC has a plan to install plasma-based sanitary waste disposal facility; however sanitary wastes are presently dried with RDF at TTS and sent to M/s. Dalmia Cement (Bharat) Ltd. for co-processing in cement kiln.

**I. Industry Waste**

There are four (4) nos. of Industrial Estates under the jurisdiction area of Bhubaneswar Municipal Corporation (BMC), namely Mancheswar IE, Chandaka IE, Rasulgarh IE and Bhagwanpur IE.

The total quantity of municipal solid wastes generated from these four (4) Industrial Estates (having 935 working units) is estimated to be about 4.48 MT/day. At present BMC is collecting the Municipal Solid Wastes daily with its existing infrastructure and manpower without collecting/charging any user fee. Now BMC has planned to collect user fee from these industrial units and a MoU is under preparation.







#### **J. Hotel and Restaurant waste**

The waste generated by hotels and restaurants is being collected by BMC on daily basis in a segregated manner and process through the existing facilities.

#### **K. Market Complex waste**

The waste generated from the market complexes is being collected by BMC on daily basis in a segregated manner and process through the existing facilities.

#### **6. Legacy Waste in Bhubaneswar and its Management:**

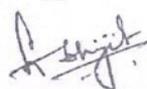
As directed by Hon'ble NGT in the matter OA 606/2018 dated 31.05.2022 addressing two specific issues Solid waste management and Sewage management, BMC has initiated many steps. On Dtd. 16.01.2019 in the matter OA 606/2018, it was further specifically directed to all states and UTs to ensure proper collection, transportation, and processing of Municipal Solid Waste including commencement of Bio-mining of Legacy Wastes for land reclamation and scientific disposal of waste

Earlier BMC used to transport waste from primary collection centers (bins, dhalav, vats) to Dharuthenga village for permanent open land disposal. In addition to that BMC has a Temporary Transfer Station (TTS) Gadakana village, which is inside the municipal boundary. Being a temporary site (TTS) at Gadakana should not accumulate waste as legacy waste.

Due to public agitation and protest to allow fresh waste at Dharuthenga, Bhuasuni site, TTS had no option left except the accumulation of waste, which was the main reason for attracting the Media and finally the present suo-moto case OA 21/2024 was taken up by Hon'ble NGT.

##### **a) Legacy Waste at TTS, Gadakana**

Quantity of Legacy Wastes accumulated in TTS site since the Bhuasuni, Dharuthenga site has seen stopped accepting waste was 1,01,165 Metric ton as on Dtd. 05.11.2023. As TTS is presently operating and accepting solid waste collected by BMC, which are in excess to the collective capacity of wealth centres, about 510 tonnes per day waste is reaching TTS on daily basis. Therefore, the total estimated waste reached including legacy waste of 1,01,165 tonnes since 05.11.2023 till the day of inspection is approximately 1,36,355 tonnes at TTS.



Since (05.11.2023) BMC has started operation of biomining and wealth centre at TTS about 1,32,950 tonnes of waste have been processed in 69 days (till day of inspection). Total 93,065 tonnes of RDF recovered and out of which 37,000 tonnes have been despatched to M/s Dalmia Cement (Bharat) Ltd., Rajganpur for co-processing in cement kiln. Processed RDF remained at site is about 56,065 tonnes. Balance legacy waste (3405 tonnes) is yet to be processed simultaneously with daily collected waste (510 TPD). Temporary accumulation of wastes at TTS was stopped since 13.01.2024, Daily wastes being received are processed by windrows composting and making RDF for final disposal through co-processing in cement kiln.

**b) Legacy Waste at Bhuasuni, Daruthenga site**

Since 17th May 2023 the transportation and dumping of waste at Bhuasuni, Daruthenga site has been completely stopped. The estimated legacy waste deposit to be processed for biomining at Bhuasuni site is about 16,00,000 tonnes. For Bio-mining of the existing dumpsite the tender was finalized at a cost of Rs. 103.00 crores approximately and the agreement was executed with the private agency on Dtd. 23.02.2022 however, the execution of the contract was deferred due to agitation of the local public who were impressing hard upon complete stoppage of dumping prior to execution of the same. Finally, for the development of the infrastructure facility and commencement of the contract, the work order was issued on 15th October 2023 for Bio-mining activities at Bhuasuni site. The time frame for completion of bio-mining activities are as follows: *(Annexure-V, Copy of Work Order).*

**Table-5: Schedule of Bio-mining Activity**

S.N.	Activity to be completed	Time Period for Completion
01	To dispose of 23% of 16 Lakhs MT from Bhuasuni Dumpsite	Within 10 months of Signing of Agreement.
02	To dispose of 54% of 16 Lakhs MT from Bhuasuni Dumpsite	Within 21 months of Signing of Agreement.
03	To dispose of 85% of 16 Lakhs MT from Bhuasuni Dumpsite	Within 30 months of Signing of Agreement.
04	To dispose of 100% of 16 Lakhs MT from Bhuasuni Dumpsite	Within 36 months of Signing of Agreement.

The Commencement of bio-mining activity at Bhuasuni site was started from 15th Oct, 2023 and the quantity of waste processed till 9th of February, 2024 is given as follows:

**Table-6: Processing of Legacy Waste at Bhuasuni site**

Input (In ton)		Output Calculation				
Year & Month	Legacy Waste	Bio-soil (40%)	Inert (30%)	RDF (15%)	Moisture (10%)	Ground Loss (5%)
October,2023	10299	4119.60	3089.70	1544.85	1029.90	514.95
November,2023	12107	4842.80	3632.10	1816.05	1210.70	605.35
December,2023	59785	23914.00	17935.50	8967.75	5978.50	2989.25
January,2024	68145	27258.00	20443.50	10221.75	6814.50	3407.25
February,2024 (till 9 <sup>th</sup> Feb)	20076	8030.56	6022.92	3011.46	2007.64	1003.82
<b>Total</b>	<b>170412</b>	<b>68164.96</b>	<b>51123.72</b>	<b>25561.86</b>	<b>17041.24</b>	<b>8520.62</b>

The disposal of Bio-soil/Good earth, RDF and Inert waste by the agency at Bhuasuni site is given as follows:

**Table-7: Disposal of Bio-soil, Good Earth & RDF**

Year & Month	Inert	Bio-soil	C&D	RDF
October, 2023	0	0	0	0
November, 2023	2137.12	1090.06	0	
December, 2023	6405.98	4806.3	0	759.81
January, 2024	9745.68	7732.03	104.63	1001.75
February, 2024 (till 9 <sup>th</sup> Feb)	1002.72	1037.28	68.25	267.66
<b>Total</b>	<b>19291.5</b>	<b>14665.67</b>	<b>172.88</b>	<b>2029.22</b>

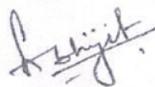
*D. D. D.*

*P. S. S.*

*D. W.*

## 7. Salient Observations of the Fact-finding Committee

- a) The Committee has estimated legacy waste at TTS, Gadakana as 1,01,165 Metric ton as of 05/11/2023, which was almost double the quantity (54,000 tonnes) reported in the Newspaper on dtd. 15.12.2023 in "The Times of India".
- b) The distances from TTS to nearby reputed schools reported in this news item were aerielly measured using Google Earth and found that Kendriya Vidyalaya is situated at above 1578 meters away, and the Sainik school is at about 208 Meter away from TTS waste processing site (*Annexure VI*).
- c) The committee has inspected the Wealth Centres and observed that composting and MRF operations are being routinely performed and no objectionable storage of waste was found or obnoxious odour felt at these sites.
- d) The present scenario at TTS compared to the picture portrayed in the petition and News reports has been improved as observed by the Fact-finding committee members. As reported and revealed from records since the waste processing at TTS commenced, about 1,32,950 tonnes of waste got processed; however, 56,065 tonnes of processed RDF are still lying at the site which is supposed to be sent to M/s Dalmia Cement (Bharat) Ltd. for co-processing (*Annexure VII*).
- e) Only 3405 accumulated tonnes of waste and daily waste inflow are to be processed at TTS.
- f) Newly introduced two (2) line Trommels (40 Tonne/hour each) and three Terex machines (50 Tonne/hour each) operated since December 1st, 2023 have changed the scenario at TTS. BMC has a plan to augment capacity further. (*Annexure VIII*).
- g) Optimum use of inoculum and deodorant was observed and the odour intensity was bearable at the site.
- h) The committee observed that everywhere the labours and workers were wearing PPEs and Safety Gear.
- i) It was observed by the committee that the concrete floor developed to process wastes with respective machinery has issues in design to collect expected leachates from the waste during processing and drying. BMC may be advised to look into the matter and modify the civil design having garland drains all around and parallel drainage connected to Garland drain finally leading to a leachate collection pit,
- j) The Fact-finding committee also visited the old dump site at Daruthenga, Buasuni. BMC has awarded the contract for biomining with a set target to complete the mining



in the next 36 months. The total waste to be processed is 16 lakh tonnes. (*Annexure IX*).

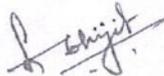
- k) Out of 16 lakh tonne of legacy waste 170412 tonnes of waste could be processed during the period 15th October, 2023 to 09th February as per record. BMC has also declared incentives on processing waste at a faster rate than contract targets. The operator has already proposed to involve more machinery for fast disposal of waste.
- l) At Bhuasuni site the operator has developed well well-maintained flower garden using good earth processed at the site. This may be a success story if BMC plans to use it for gardening. at parks, road dividers, and other areas for beautification and aesthetic development of the city.

#### **8. Future plan of enhanced solid waste processing facility by BMC:**

- i. It was also informed to the committee that BMC has plan to install a bio-methanization plant in collaboration with M/s. Oil India Ltd. Preliminary discussion is over and BMC has given consent to M/s. Oil India Ltd. for preparation of DPR for 200 TPD Bio-methanation plant and the first draft is expected by the end of February, 2024 (*Annexure X*).
- ii. In order to augment the handling capacity at TTS, a work order for the supply, installation, and commissioning of 15 TPD MRF plants has already been awarded. (*Annexure XI*).
- iii. The Bidder selected for the establishment of 150 TPD MRF plant at Palasuni and another tender published for 150 TPD MRF plant at the same location (*Annexure XII*).
- iv. BMC is also committed to Installation of plasma-based incinerator for sanitary waste. (*Annexure XIII*).

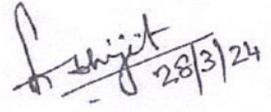
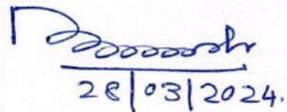
#### **9. Conclusions:**

1. The committee has also identified that BMC needs to have an Emergency plan to accommodate waste generated during the monsoon period (almost 4 months) as it is apprehended to be a challenging month to get wastes dry and composted as per schedule.
2. The compliance with the environmental regulatory formalities wherever applicable in terms of CTE and others shall be taken up by BMC at the earliest.
3. The continuous monitoring of the performance of BMC in solid waste management may be performed by State Pollution Control Board, Odisha and BMC shall submit the



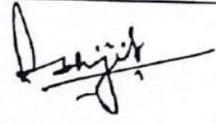
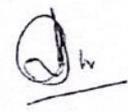
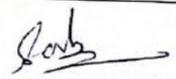
balance sheet of processing of waste every month (by the 10th day of next month to State Pollution Control Board, Odisha.

4. BMC shall ensure quick transport and shifting of RDF to disposal facility.
5. With an increasing load of waste and RDF, BMC may establish MoU with other interested parties for co-processing.
6. The Good earth may be used by Government departments for horticulture to uplift the aesthetic aspect of the city.
7. The integrated plan for capacity enhancement tied with projected waste generation for next 15-20 years may be prepared in line with the master plan of BDA (Bhubaneswar Development Authority).

Signature	Signature	Signature
		
Name & Designation Dr. Manoranjan Sahu Deputy Commissioner (Sanitation), BMC	Name & Designation Sh. Abhijit Pathak Scientist-D, CPCB, Regional Directorate, Kolkata	Name & Designation Dr. B.B. Dash Additional Chief Environmental Scientist, SPCB, Odisha (Nodal Agency)

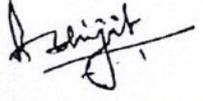
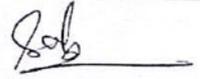
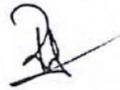
## Annexure-I

**Table-1: List of Participants attended the Fact Finding Committee meeting on dated 24.02.2024 in Conference Hall of Bhubaneswar Municipal Corporation**

Sl No.	Name	Designation & Organization	Mobile no.	Signature
1.	Mr. Abhijit Pattnaik	Scientist - D, Eastern Regional Directorate, C. P. C. B. Kolkata	9971566700	
2.	Dr. Binod Behari Dash	Addl. Chief, Environmental Scientist & Nodal Officer, S. P. C. B. Odisha	9438883892	
3.	Dr. Manoranjan Sahu, OAS	Deputy Commissioner (Sanitation), Bhubaneswar Municipal Corporation Bhubaneswar	9437874633	
4.	Sri Suwendu Kumar Sahu, OAS(SAG)	Addl. Commissioner Bhubaneswar Municipal Corporation.	9938540575	
5.	Dr. Sohan Kumar Giri	Regional Officer S. P. C. B. Odisha Regional Office Bhubaneswar	9437278633	
6.	Dr. Rebati Kanta Mishra	Sr. Em. Scientist S. P. C. Board, Odisha Regional office, Bhubaneswar.	9438883894	
7.	Sri Jyoti Prakash Dash	Knowledge Partner, Bhubaneswar Municipal Commissioner.	8800130998	
8.	Srisabyasachi Saha	Team Leader, Solid waste management, PMU	6203550873	
9.	Sri Rashmi Ranjan Belpara	Project monitoring Expert, SWM-PMU	9438303303	

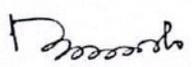
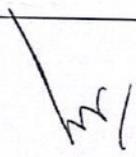
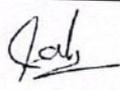
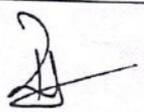
## Annexure-II

**Table-2: List of Participants attended during visit of Fact Finding Committee to Temporary Transfer Station (TTS) near Sainik School and Other areas of Bhubaneswar Municipal Corporation on dated 24.02.2024**

Sl No.	Name	Designation & Organization	Mobile no.	Signature
1.	Mr. Abhijit Paulak	Scientist - D Eastern Regional Directorate C.P.C.B. Kolkata.	9971566770	
2.	Dr. Binod Behara Dash	Add. Chief Env. Scientist Nodal officer S. P. C. B. Odisha Bhubaneswar	9438883892	
3.	Dr. Manoranjan Sahu, OAS	Dy. Commissioner (Sanitation) Bhubaneswar Municipal Corporation.	9437874633	
4.	Sri Suvendu K. Sahu (O.A.S, SAG)	Add. Commissioner Bhubaneswar Municipal Corporation	9938540575	
5.	Dr. Sohan Gizi	Regional officer S. P. C. Board, Regional office, Bhubaneswar.	9437278633	
6.	Dr. Rebati Kanta Nishra	Sr Env. Scientist S. P. C. Board Regional office Bhubaneswar	9438883894	
7.	Sri Tyoti Prakash Dash	Knowledge Partner, Bhubaneswar Municipal Corporation.	880130598	
8.	Sabyasachi Saha	Team Leader Solid waste Management - PMU	6203550873	
9.	Sri Rashmi Anjan Behara	Project Monitoring Expert, SWM - PMU	9438303303	

**Table-3: List of Participants attended the Fact Finding Committee meeting  
on dated 25.02.2024 in Conference Hall of Bhubaneswar Municipal**

**Corporation**

Sl No.	Name	Designation & Organization	Mobile no.	Signature
1.	Mr Abhijeet Patrak	Scientist - D, Eastern Regional Directorate C. P. C. B, Kolkata	9971566700	
2.	Dr. Binod Bihari Dash	Add. Chief Env. Scientist & Nodal officer S. P. C. B. Odisha Bhubaneswar	9438883892	
3.	Dr. Manoranjan Sahu OAS	Dy. Commissioner (Sanitation) Bhubaneswar Municipal Corporation	9437874633	
4.	Sri Suwendu K. Sahu, OAS (SAG)	Add. Commissioner Bhubaneswar Municipal Corporation	9938540575	
5.	Dr. Sohan Giri	Regional officer, S. P. C. Board Regional office Bhubaneswar	9437278633	
6.	Dr. Rebati Kanta Mishra	Sr Env. Scientist S. P. C. Board Regional office, Bhubaneswar	9438883891	
7.	Sri Jyoti Prakash Dash	Knowledge Partner, Bhubaneswar Municipal Corporation.	881130896	
8.	Sri Sabyasachi Sahu	Team leader, Solid waste Management, AMU	6203558873	
9.	Sri Rashmi Ranjan Belpna	Project Monitoring Expert, SWM-AMU	9438303303	



ଓଡ଼ିଶା ओडिशा ODISHA

N 694626

**Agreement for Co-processing of SCF/RDF from Bhubaneshwar Municipal Corporation**

This Waste Disposal Agreement is made on 13<sup>th</sup> day of December, 2023 and made effective from 19<sup>th</sup> Day of November, 2023.

**BY & BETWEEN**

**Dalmia Cement (Bharat) Limited & Bhubaneshwar Municipal Corporation.**

**Bhubaneshwar Municipal Corporation, Bhubaneshwar, Odisha** is an Autonomous Body and is hereinafter referred to as ("BMC") which expression shall, unless repugnant to the context, include its successors and permitted assigns.

**AND**

**Dalmia Cement (Bharat) Limited**, a company incorporated under the Companies Act, 1956 having its registered office at Dalmiapuram, Lalgudi District, Tiruchirapalli (hereinafter referred to as the "**Dalmia Cement**", which expression shall, unless repugnant to the context, include its successors and permitted assigns).

BMC and the Dalmia Cement are hereinafter individually referred to as a "**Party**", and collectively referred to as the "**Parties**".



*[Signature]*  
Additional Commissioner  
Bhubaneshwar Municipal Corporation

**WHEREAS:**

- A. Bhubaneswar Municipal Corporation is an Urban Local Body (ULB) of Bhubaneswar which is the Capital city of the State and the nodal body to provide an efficient waste management system for achieving safe and sustainable environment standards.
- B. Around 900 Tons per day waste is generated within the jurisdiction of Bhubaneswar Municipal Corporation, out of 350-400 tons per day Refused Derived Fuel (RDF) is recovered for which there is no existing facility in Bhubaneswar Municipal Corporation for scientific disposal
- C. The Government of Odisha mandates all Urban Local Body to dispose the Refused Derived Fuel (RDF) in kilns of Cement factories that would utilise the calorific value of the RDF to manufacture Cement.
- D. Dalmia Cement is involved in the business of producing, grinding, manufacturing, finishing, packing, repacking, mixing, grading, supplying, wholesaling, retailing of ordinary portland cement and portland pozzolana cement and has plant located at **Rajgangpur, Dist. Sundargarh -770017, Odisha** hereinafter referred to as the 'said Unit'.
- E. BMC shall supply segregated Refused Derived Fuel (RDF) and combustible fraction of MSW, as per Table 1. The waste will be free from debris, stones, construction wastes, dead animals, metals, etc (hereinafter referred to as the "Waste") to the Dalmia Cement on the terms set forth in this Agreement.
- F. DALMIA CEMENT has agreed to co-process the waste in the public interest and as part of its Green initiative at its cement kilns /calciners located at the above said unit as a part of EPR compliance under PWM rules 2016.
- G. Any Green Benefits arriving out of use of co-processing of above waste will be claimed by Dalmia Cement plants. These could be related to CDM, PAT, CO2 Inventory, EPR, Bio mass use.

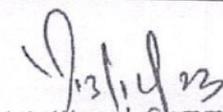
**NOW, THEREFORE,** in consideration of the mutual agreements, covenants, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**1. Supply of waste**

During the Term, the BMC shall supply exclusively waste to the Dalmia Cement as per the following Specification.

S. N.	Parameter	UOM	Acceptance limit- all plants
-------	-----------	-----	------------------------------



  
Additional Commissioner  
Bhubaneswar Municipal Corporation

1	Loading & Unloading		Loading is in the scope of BMC and Unloading at receiving end is in the scope of Dalmia Cement.
2	Quantity Commitment per Day (Indicative)	MT	Quantities mentioned are indicative and may increase / decrease as per availability:  350-400 MT per Day
3	Size		To be suitable for shredding
4	Maximum Weight of the each lot		Loose truck load

- 1.1 BMC shall make available the waste while complying the aforementioned specifications for delivery to Dalmia Cement's said unit(s) from BMC dump yard / RDF waste recovery facility / dry waste collection centre. The BMC shall be responsible for proper segregation of dry plastic waste and combustible fraction of MSW and loading waste in the form of bale / loose in to the transporting vehicle arranged by Dalmia Cement
- 1.2 In the event of wastes stored by BMC does not match the required specification as mentioned above (in clause-1) and characteristics (non-confirming waste), DALMIA CEMENT shall have the right to reject any part of non-confirming waste, which is not suitable for co-processing by the system. Such type of information should be provided to BMC and the non-confirming waste may not be accepted.
- 1.3 Parties agree that the BMC shall provide RDF on As-is-Where is basis, but after clearly recovering the same from Trommel/Waste Segregator machine.
- 1.4 The BMC shall be responsible to supply the waste while complying with aforementioned specifications as mentioned in clause-1 for delivery. Furthermore, it is mutually agreed and understood between parties that Dalmia Cement shall also, its own expense, be entitled to arrange analysis of the sample of the waste at the Dalmia Cement's end, in order to check whether the waste supplied by the BMC conforms to the specifications set out in clause 1 and inform its acceptance / rejection as the case may be, to the BMC within 10 (days) of carrying out of the representative sampling. In the event Dalmia Cement determines that the waste is not in conformance with the specifications required, then in such a case both parties shall amicably settle the matter by adopting a process to enhance the quality of RDF that would conform to the requirement of Cement Factory kiln.

## 2. Purchase orders, Delivery, Sale Price, Payment term

### 2.1 Projections and Purchase Orders

- 2.1.1 BMC shall supply to the Dalmia Cement a minimum of 350-400 MT of RDF waste per day. The quantity can be increased by mutually agreeing upon through a simple exchange of emails / Writing a letter by both the Parties.

### 2.2 Delivery

- 2.2.1 The Transportation of the RDF waste from BMC's collection point(s)/ Dump Yard/material recovery facility to the Dalmia Cement's factories will be the



*[Handwritten Signature]*  
Additional Commissioner  
Bhubaneswar Municipal Corporation

responsibilities of Dalmia Cement. The vehicle used for delivery of the RDF waste at collection location shall be placed by Dalmia Cement as authorized agency / transporter as per the delivery schedule agreed between the parties. BMC to load the segregated non-recyclable plastic waste i.e. RDF and combustible fraction of MSW as per clause 1. The transporter has to have all the RTO stipulated norms vehicles for transporting the RDF waste. All the risks and liabilities during transit shall be of Dalmia Cement.

2.2.2 The dispatch documents shall be prepared by BMC while complying with the requirements of applicable laws including those may be required by the Pollution Control Boards or other departments for the transportation of the RDF waste. However, Dalmia Cement shall provide handholding support to BMC for requisite documentation work.

2.2.3 All requisite approvals for supplying and dispatching the RDF waste to the Dalmia Cement by BMC shall be obtained by BMC. The Dalmia Cement shall obtain statutory registrations and approvals from concerned authorities for co-processing the RDF waste in its factories and comply with all applicable laws in this regard.

### 2.3 Consideration:

2.3.1 The BMC shall pay Co-processing fee to Dalmia Cement, an amount of Rs. 6.50 Crores (Rupees Six crores and Fifty Lakhs) only in 7 (Seven) instalments from the date of the agreement for co-processing quantity of 70,000 Tons within Six to Nine Months from the date of signing of the agreement. On post completion of co-processing of 70,000 tons review of the terms and conditions of the agreement shall be conducted mutually by both the parties.

2.3.2 The payment terms for the co-processing of Solid fractions of Municipality waste will be in advance of Rs. 1 Crores for co-processing quantity of 10,000 Tons for the first six instalments of 10,000 Tons (i.e. 60,000 Tons and total advance amount shall be Rs. 6 Crores). Last instalments of co-processing quantity of 10,000 Tons shall be Rs. 50 Lakhs. In total BMC shall pay to Dalmia Cement 6.5 Crores to co-process 70,000 Tons.

2.3.3 After completion of receipt quantity of 70,000 Tons at Dalmia Cement, Dalmia Cement to accept RDF at Zero cost at their factory premises. BMC to complete the tendering process for transportation of waste to Dalmia Cement Plant.

2.3.4 BMC reserve the right to cancel this agreement at any stage and go for tendering or any process as it deems fit. Proportionate payment to be cleared by BMC for the waste co-processed by Dalmia Cement as per the above agreed terms

### 2.4 Documents to be provided by the Parties

2.4.1 BMC shall, at its own cost, arrange to get every consignment of the RDF waste weighted at the Weigh bridge near the collection points and issue the Weigh Bridge Challan to the transporter while dispatching the consignment of the RDF waste to the Dalmia Cement's factories. The Dalmia Cement shall arrange for weighing, unloading and storage of the RDF waste at its factories. The weighing of the RDF waste shall be carried out and recorded at Weigh bridge located at Dalmia Cement's factories for cross verification and will be used for documentation under the agreement. In the event of any dispute relating to the actual quantities of RDF waste dispatched by BMC and the received by the



Dalmia Cement, the weight of the RDF waste received at the Dalmia Cement's premises (with +/- 0.50% variance) shall be considered final and binding.

- 2.4.2 In order to entail periodic monthly reconciliation of the total quantities of the RDF waste sent by BMC, the Dalmia Cement shall provide the details of the accepted quantities of the RDF waste, Vehicle No., date of receipt of RDF waste, lorry receipt (delivery challan) and details of conforming and non-conforming RDF waste to BMC. **BMC shall give a declaration as per the format prescribed in Annexure II, after the month end for the quantity of waste sent to Dalmia cement plant for the month for Co-processing at their cement plant as prescribed under Plastic Waste Management Rules-2016 as part of EPR compliance.** The reconciliation shall be carried out in good faith and each party shall provide all necessary support and cooperation in this respect.
- 2.4.3 The Dalmia Cement shall at the beginning of each month during the Term of this agreement, issue to BMC, a Certificate of Co-Processing of the RDF waste received for Co-Processing during the previous month in the format set out in Annexure 1 attached to this agreement.

### 3. Contract Period & Termination

- 3.1 This Agreement shall be valid for a period of **05 Years** from the date of execution of this Agreement onwards ("Term"). Thereafter, this Agreement shall be extendable for such further term as may be mutually decided between the Parties.
- 3.2 The Parties agree that the arrangement contemplated in this Agreement may be terminated prior to the Term in case of breach of agreed terms and conditions by either party.
- 3.3 Either Party shall continue to discharge and perform its respective obligations in terms hereof till the date of termination of this Agreement. Both Parties shall have the right to terminate this agreement by assigning valid reason without prejudice to any other right[s] which may have accrued to them by providing a notice of 90 (Ninety) days. Since the intent of this agreement to destroy plastic and conserve environment in the public interest; therefore, after serving the notice, both parties will reconcile the differences and make all efforts to comply with the terms of this agreement and perform their obligation in true spirit. If Both the parties agree not to perform this agreement, the agreement would be considered terminated within 90 days from the date of such notice.
- 3.4 Save as otherwise provided herein, Dalmia Cement/Municipal corporation shall be entitled to terminate this Agreement by serving upon BMC 3 (Three) months' notice to the said effect upon the happening of any one or more of the following contingencies –
- 3.4.1 Non-compliance with the terms of any other arrangement executed amongst the Parties;
- 3.4.2 Any breach of the terms contained herein by BMC.
- 3.5 Notwithstanding anything provided in contrary herein, Dalmia Cement shall have right to terminate this Agreement if, for any reason, it is unable to co-process the waste, including but not limited to machinery failure, by providing a written notice of 30 days.



#### 4. Representations and Warranties

4.1 Each Party represents and warrants to the other Party as follows:

- 4.1.1 its charter documents include provisions which give it the requisite power, and all necessary corporate approvals have been obtained, to sign and deliver this Agreement and exercise its rights and perform its obligations under this Agreement;
- 4.1.2 it is validly incorporated and is in good standing under the laws of India;
- 4.1.3 it is not prohibited from entering into this Agreement; and that this agreement has been entered into by them willingly and while keeping in mind their commercial interests; and
- 4.1.4 none of: (a) the execution, delivery and performance of this Agreement, (b) the consummation of the transactions contemplated by this Agreement, or (c) compliance with the provisions of this Agreement, shall be in: (i) conflict with or breach any applicable laws, subject to receipt of all consents, approvals, authorizations as required under applicable laws; or (ii) violate or breach a provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under any of the terms, covenants, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which any of the Parties is a party, so as to render the transactions envisaged under this Agreement void or unenforceable.

#### 5. Confidentiality

5.1 All the Confidential Information disclosed by one Party (the "Issuing Party") to the other Party (the "Recipient Party") within the framework of this Agreement, is and shall continue to be the exclusive property of the Issuing Party. For the purposes of this Clause 5, "Confidential Information" shall mean the information supplied, whether written, verbally or in graphic, electronic or any other tangible medium, or in any manner and/or by any mode disclosed to the Recipient Party within the framework of this Agreement and that is marked as confidential and of significant value for the Issuing Party, a value which could be undermined if said information were to be revealed to third parties. Insofar as it may be consistent with the previous sentence, the Confidential Information shall include, without limitation, the terms of this Agreement, the marketing, advertising and sales plans, business plans, plans for the modification or development of new or future projects, sales forecasts, business analyses and customer information etc.

5.2 The Parties must keep strictly confidential, the terms of this Agreement and all the Confidential Information which they have had access to pursuant to this Agreement. In addition, both Parties undertake to refrain from using the Confidential Information for purposes other than those permitted under this Agreement, and to refrain from disclosing the Confidential Information to third parties without the prior written consent from the other Party, except as required to be complied with as mandated by any applicable laws.

#### 6. Governing Law and Dispute Resolution



6.1 This Agreement shall be governed by, and construed in accordance with the Plastic Waste Management Rules-2016 (as amended), CPCB, State PCBs & MoEF regulations and all other applicable laws of India. The courts at New Delhi, India shall have the exclusive jurisdiction to adjudicate upon any or all disputes arising out of or in connection with this Agreement.

## 7. Notices

7.1 Any notice provided for in this Agreement shall be in writing and shall be sent by: (i) facsimile transmission, or (ii) email, or (iii) courier/registered post/speed post, or (iv) personal delivery, or (v) prepaid post:

A. In the case of notices to the BMC and Dalmia Cement,

Contact Name	Dy. Commissioner (Sanitation), BMC
Address	4 <sup>th</sup> Floor, BMC-ICOMC Building, Satya Nagar, Bhubaneswar-751022
E-Mail	<a href="mailto:dc-sanitation@bmc.gov.in">dc-sanitation@bmc.gov.in</a>
Contact Name	Chetan Shrivastav (Executive Director & Unit Head)
Address	Dalmia Cement (Bharat) Ltd., Rajgangpur, Odisha
Email	<a href="mailto:Shrivastav.Chetan@dalmiacement.com">Shrivastav.Chetan@dalmiacement.com</a>

7.2 All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission, if transmitted by facsimile, or (ii) the business day immediately after the date of confirmation of transmission recorded on the sender's computer in case of email transmission, or (iii) the date of delivery, where notice is given by personal delivery, and (iv) in case (i), (ii) and (iii) do not apply, the expiry of 3 (Three) business days after posting, if sent by post or courier.

7.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to all the other Party not less than 10 (Ten) business days' prior written notice.

## 8. Miscellaneous

8.1 Further assurances: The each Party to this Agreement shall, from time to time, execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carry on the full intent and meaning of this Agreement, to complete the transactions contemplated thereunder. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, the Parties agree to meet and explore alternative solutions depending upon the new circumstances, but keeping in view the spirit and core objectives of this Agreement, whether before or after the Effective Date.

8.2 Amendments and waiver: No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived at a particular time.



- 8.3 Assignment: This Agreement, or any right or interest herein, shall not be assignable or transferable by any Party except with the prior written consent of the other Parties. Notwithstanding anything contained in this Clause 8.3, each of the Parties expressly acknowledge and agree that Dalmia Cement shall have the unrestricted right to assign any right or interest herein to its affiliate(s), all or any of its rights and interest here under without the consent of, or notice to, any other Party.
- 8.4 Relationship: The relationship of the Parties hereto shall be on a principal to principal basis and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 8.5 Reservation of rights: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.
- 8.6 Parties of interest: This Agreement and all the provisions hereof shall be binding upon and shall ensure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the Parties hereto and such permitted assigns, any legal or equitable rights here under.
- 8.7 Independent rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 8.8 Other remedies: Any remedy or right conferred upon Parties for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.
- 8.9 Specific performance: The Parties agree that damages may not be an adequate remedy and Dalmia Cement shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Dalmia Cement from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.
- 8.10 Non-exclusive remedies: The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty,



covenant or agreement or failure to fulfil any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.

- 8.11 Costs and expenses: Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement.
- 8.12 Force Majeure: Neither Party shall incur any liability due to failure or delay in performance of any obligation caused by force majeure, at least for the duration of the force majeure; provided, however, that the affected party shall promptly notify the other of the existence of the force majeure and the effect thereof on its ability to perform its obligations, and that the affected party undertakes all reasonable efforts to mitigate the impact of the force majeure on the other Party. If any force majeure endures more than 60 (Sixty) days, the Parties shall meet and review in good faith the desirability and conditions of this Agreement including but not limited to its termination.
- 8.13 Indemnity: The BMC agrees to indemnify, defend and hold the Dalmia Cement and its representatives harmless against any and all Damages which arise out of, or result from or may be payable by virtue of any default or breach by BMC of any of its covenants and obligations under this Agreements.
- 8.14 Partial invalidity: If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.
- 8.15 Counterparts: This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.
- 8.16 Public notices: All public notices to a third party and all other publicity concerning the transactions contemplated by this Agreement or any other ancillary matters shall be jointly planned and coordinated by the Parties and no Party shall act unilaterally in this regard without the prior approval of the other Parties, such approval shall not be unreasonably withheld. This Clause 8.16 shall not prohibit any public notice or disclosure required by law (in which case the Parties shall cooperate, in good faith, in order to agree the content of such public notice or disclosure so far as practicable prior to it being made).



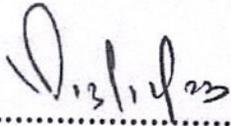
8.17 Rights of third parties: Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

8.18 Survivability: The termination of this Agreement shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (b) any provision which by its nature is intended to survive termination, including the provisions of Clauses 4,5,6,7 and 8.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above:

For Bhubaneswar Municipal Corporation

For Dalmia Cement (Bharat) Ltd.



.....  
(Authorized Signatory)  
Additional Commissioner  
Bhubaneswar Municipal Corporation

.....  
(Authorized Signatory)

Name: Suwendu Kumar Sahu

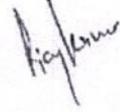
Name: Chetan Shrivastav

Designation: Additional Commissioner, BMC

Designation: Executive Director

Witnesses:

1. Dinesh Singh.....

1. AJAY KUMAR 

2. Sabyasachi Sahoo.....

2. Shubham Aggarwal 

**Dalmia Cement (Bharat) Limited**

**(In the Letter Head of the Company)**

**Certificate of Co-processing**

This is certify that we have taken receipt of the following quantities of non recyclable plastic waste/SCF from Dry Municipal Solid Waste sent by M/s ..... for Co-processing in our Cement factory during the period from ..... to .....

The Plastic Waste/SCF supplied has been safely and completely disposed in accordance with the provisions of applicable laws.

Waste Name : RDF/SCF

Quantity ( MT) .....

**For Dalmia Cement (Bharat) Ltd.**

**(Authorised Signatory)**

The annexure of this certificate will also include below details:

Vehicle Nos.	Date of Receipt	Quantity received	Vendor Details

**Bhubaneswar Municipal Corporation**

**(Odisha)**

Ref. Xyz

Date \_\_\_\_\_

**To Whom so ever it may concern**

**Endorsement of post-consumer Plastic Waste / Non-recyclable plastic waste (RDF)  
Collection for Co-processing in Cement Plant under PWM rules-2016**

This is to certify that Dalmia Cement has taken receipt of post-consumer Plastic Waste / Non-recyclable plastic waste \_\_\_ MT sent from Bhubaneswar Municipal Corporation for co-processing during the month of \_\_\_\_\_ at \_\_\_\_\_ cement plant located at \_\_\_\_\_ as prescribed under Plastic Waste Management Rules-2016 as part of EPR compliance.

The quantity of post-consumer Plastic Waste / Non-recyclable plastic waste sent for co-processing is as under:

Location	State	Date of Despatch	Quantity (MT)	Vehicle No.
Total				

From \_\_\_\_\_ **Bhubaneswar Municipal Corporation**

Signing Authority

*(Signature with Stamp required)*

*(Letter on Municipal corporation's Letter Head)*



## Bhubaneswar Municipal Corporation

No. 42944 / Date 13-10-23 /

Phone no. 0674-2431253, e-mail: [info@bmc.gov.in](mailto:info@bmc.gov.in)

~~XXXXX-11~~ - JWRMO - 82 / 222-22



To,

Shri Smruti Ranjan Parida, Secretary  
M/s Jagruti Welfare Organisation & Jan Aadhar Seva Bhavi Sanstha (JV),  
PP 46, Pandav Nagar, Bhubaneswar.

Sub: Bio-mining of Legacy waste in Bhuasuni dump site at Daruthenga Gram Panchayat, Bhubaneswar-Work Order.

Ref: Letter of Award no. 90669 dated 15.12.2021  
Agreement dated 23.02.2022  
Work order no. 14470 dated 23.02.2022

Sir,

Consequent upon your completion of installation of trommel machine, installation of Weigh Bridge, setting up of site office and execution of other requisite civil works, it is hereby directed to commence the work of Bio-mining of Legacy Waste w.e.f 15.10.2023 as per terms of Agreement with your agency on dtd. 23.02.2022. The said date of 15.10.2023 shall be termed as the "Commercial Operation Date" for commencement of work.

Any failure on your part to execute the work from 15.10.2023 will result in a breach of terms specified in the Agreement and Bhubaneswar Municipal Corporation shall be entitled to cancel the work order without being liable, in any manner whatsoever, to the agency and BMC shall also reserve the right to blacklist the agency.

You are therefore requested to do the needful as outlined in this letter to facilitate commencement of work from 15.10.2023.

Yours faithfully,

*[Signature]*  
Commissioner

Bhubaneswar Municipal Corporation

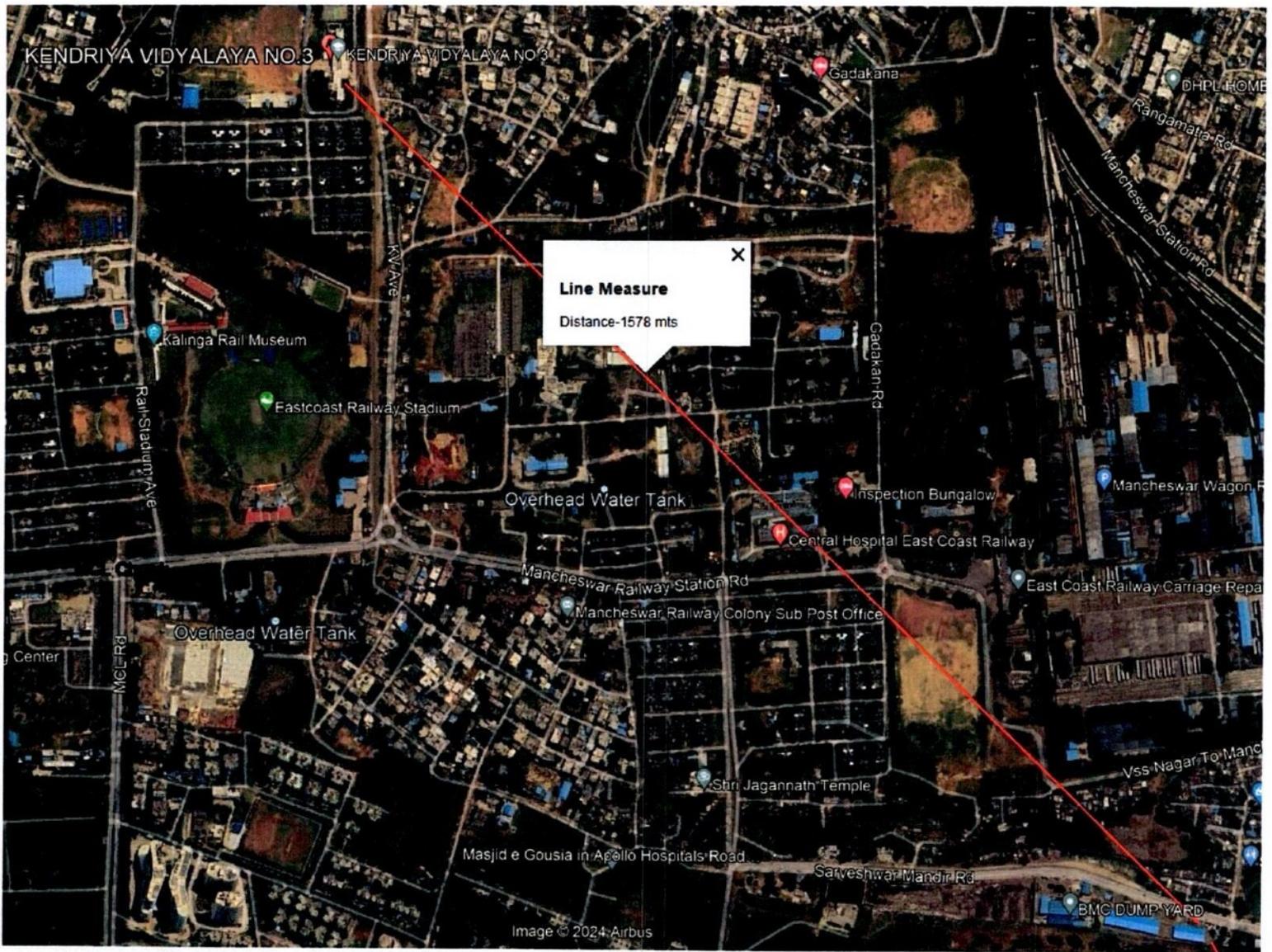
Memo no. 42945 / BMC, Dated 13-10-23 /

Copy to Additional Commissioner-II, BMC/Chief Engineer (Sanitation), BMC/Chief Finance Officer, BMC/ Executive Engineer (Sanitation), BMC/AEE (Mechanical), BMC for kind information.

*[Signature]*  
Dy. Commissioner

Bhubaneswar Municipal Corporation

# Annexure - VI





**Annexure VII**

Date of Commencement of TTS operation	5/11/2023
Quantity of temporary accumulated waste in tons as per TTS report	101165
Date of commencement of Windrows	13/01/2024
No. of days since commencement of Operation at TTS	69
Average Quantity of Waste Transported in tons per day	510
Additional accumulation of Waste in tons	35190
Total Quantity of mixed waste deposited at TTS in tons	136355
Total Quantity processed in tons	132950
RDF in tons recovered	93065
RDF transported to Rajgangpur in tons	37000
<b>RDF remaining in tons</b>	<b>56065</b>
<b>Balance Waste available in tons</b>	<b>3405</b>

Date: 24<sup>th</sup> FEB 2024

**RECEIPT CERTIFICATE**

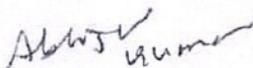
This is to certify that we have taken receipt of the following quantities of **30000.73MT RDF(Refuse Derived Fuel)** sent by M/s **Bhubaneswar Municipal Corporation, Odisha** for Pre and Co-processing in our Kiln during the period **20<sup>th</sup> Nov 2023 to 04<sup>th</sup> Feb 2024**. The same would be safely and completely disposed off within 90 days of receipt and thereafter will not exist. We certify that the following mentioned quantity has been received at our Plant **Dalmia Cement (Bharat) Ltd, Rajgangpur Odisha**.

**Annexure-1 Receipt Details.**

**Material: Refuse Derived Fuel**

**Qty: 30000.73MT**

Authorized Signatory



**Dalmia Cement (Bharat) Ltd.**



Date: 24<sup>th</sup> FEB 2024

**RECEIPT CERTIFICATE**

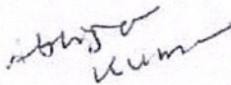
This is to certify that we have taken receipt of the following quantities of **11000 MT RDF(Refuse Derived Fuel)** sent by **M/s Bhubaneswar Municipal Corporation, Odisha** for Pre and Co-processing in our Kiln during the period **February -2024**. The same would be safely and completely disposed off within 90 days of receipt and thereafter will not exist. We certify that the following mentioned quantity has been received at our Plant **Dalmia Cement (Bharat) Ltd, Rajgangpur Odisha**.

**Annexure-1 Receipt Details.**

**Material: Refuse Derived Fuel**

**Qty: 11000MT**

Authorized Signatory



Dalmia Cement (Bharat) Ltd.



**Dalmia Cement (Bharat) Limited**

Rajgangpur, Sundargarh - 770 017, Odisha, India

T +91 6624 220 121 Toll Free 1800 2020 W [www.dalmiacement.com](http://www.dalmiacement.com) CIN: U65191TN1996PLC035963

Registered Office: Dalmiapuram, District Tiruchirappalli - 621 651, Tamil Nadu, India

A Dalmia Bharat Group company. [www.dalmiabharat.com](http://www.dalmiabharat.com)

### Annexure VIII

#### Machineries Installed by BMC at TTS for Windrow Composting

The list of equipment's and machineries installed by BMC at TTS for handling of waste is mentioned below:

- Capacity-40 Tonn/Hr (each line)
- Total no. of Trommel Lines-2 nos.

Sl. No	Component	Quantity in Trommel Line-1	Quantity in Trommel Line-2
1.	Feeding Hopper	1	1
2.	Feeding inclined conveyor	1	1
3.	Rotary Trommel (100 mm)	1	1
4.	Rejection Conveyor (+100)	1	1
5.	Accept Process Conveyor (-100)	1	1
6.	Rotary Trommel (40 mm)	1	1
7.	Reject Conveyor (+40mm)	1	1
8.	Accept Process Conveyor (-40 mm)	1	1
9.	Rotary trommel (16 mm)	1	1
10.	Reject Conveyor (+16 mm)	1	1
11.	Accept Process Conveyor (-16 mm)	1	1
12.	Rotary trommel (4 mm)	1	1
13.	Reject Conveyor (+4 mm)	1	1
14.	Accept Conveyor (-4mm)	1	1
15.	Screen cleaning wire brush arrangement	1	1
16.	Control Panel	1	1

Besides, the above mentioned trommels BMC has also engaged one Power Screen Terrex Warrior-1200 Segregation machine of Capacity 50 ton/hr. on monthly hire basis and procured another 2 nos. of Power Screen Terrex Machine Warrior- 1200 of capacity 50 ton/hr.



## AGREEMENT

Between

**BHUBANESWAR MUNICIPAL CORPORATION**

And

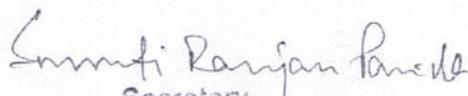
**JAGRUTI WELFARE ORGANISATION (JV)**

For

**Bio-Mining of Legacy Waste  
at the Existing Dump Site in Bhuasuni,  
Bhubaneswar**

**On 23<sup>rd</sup> February 2022**

**BHUBANESWAR MUNICIPAL CORPORATION**

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation



ଓଡ଼ିଶା ଆଠିଶା ODISHA

AGREEMENT

N 602591

THIS AGREEMENT is made on the 23<sup>rd</sup> day of February, 2022 at Bhubaneswar.

BETWEEN

**BHUBANESWAR MUNICIPAL CORPORATION (BMC)**, having its office at Vivekananda Marg, Bhubaneswar 751014 (hereinafter referred to "**BMC**" or the "**Authority**" or the "**First Party**" represented through Deputy Commissioner, Sanitation, BMC which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

**M/s Jagruti Welfare Organisation**, a Society registered under The Society's Registration Act 1860 having its office at. PP-46, Road no. 3, Pandav Nagar, Bhubaneswar-751 018 and its Joint Venture partner **M/s Jan Aadhar Seva Bhavi Sanstha** a Society registered under The Societies Registration Act 1860 having its office at Sham Nagar, Ambejogai road. Latur-413531 (hereinafter referred to as the "**JV**" or "**Agency**" or the "**Second Party**") represented through their Lead Member , Secretary, Jagruti Welfare Organisation, Bhubaneswar which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part

BMC and the JV are, collectively, referred to as "Parties" and, individually, as "Party".

Page 1 of 38

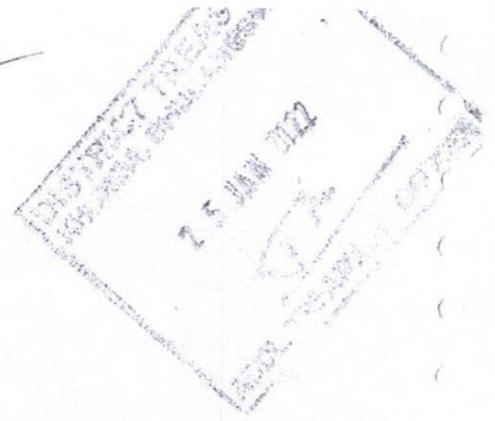
*Smita Ranjan Bhandari*  
Secretary  
Jagruti Welfare Organisation

*[Signature]*  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

4631

14.2.2022 102

JWO  
P  
R



SIBARAM SAHOO  
STAMP VENDOR CIVIL COURT  
BHUBANESWAR

- AKSHAYA KUN BISWAL

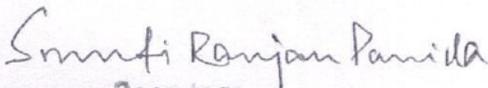
## WHEREAS

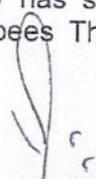
A. BMC working in various fields and perceives its role as principal provider of services as detailed below to provide a better quality of life to the residents of Bhubaneswar.

- Health & Sanitation
- Slum Development
- Disaster Management
- City Beautification
- Citizen Services
- Efficient Solid Waste Management
- Efficient Urban Planning and Development
- Online Services
- Vending Zones
- Parking Zones;

Out of the above core activities of BMC, the major activity is performed in regards to Health and Sanitation. BMC is the nodal agency to ensure collection and disposal of wastes generated in the city. As a daily practice wastes are collected from door steps of the houses and all commercial areas including markets and haats, roads and streets are swept, drains are cleaned, green wastes are collected and finally transported to the Temporary Transit Station at Patia for weighment. All such wastes are ultimately transported to the Solid waste management site at Bhuasuni since last 15 years.

- B. And Whereas BMC intends to remediate the Solid Waste Management site at Bhuasuni, Bhubaneswar covering an area of 61.42 acres of land with a dumped legacy waste of 16,00,000 MT as per estimated quantity.
- C. In order to achieve such objective, BMC invited Request For Proposal (RFP) vide no. 24763 dated 10.09.2019 and subsequently issued Revised RFP on dated 03.03.2021 after obtaining Government Approval for procuring the services of an Agency for "Bio-mining of Legacy waste at the existing dumpsite in Bhuasuni, Bhubaneswar" hereinafter referred as "The Project";
- D. In response to the Request for Proposal, several proposals were received and after evaluating the same, the Proposal submitted by the party of the Second Part i.e. M/s Jagruti Welfare Organisation and M/s Jan Adhar Seva Bhavi Sanstha (Joint Venture) was accepted and the Letter of Award No. 90669 dated 15.12.2021 was issued;
- E. In pursuance to the Letter of Award, the Agency has submitted a Performance Guarantee of Rs. 3,10,08,000/- (Rupees Three crores

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

Ten Lakhs and Eight Thousand) only from ICICI Bank having its Branch at Cuttack Road, Bhubaneswar and payable in Bhubaneswar.

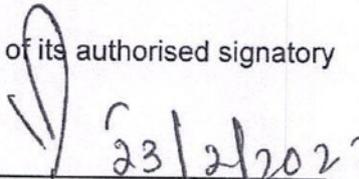
- F. Upon mutual acceptance of the terms and conditions, the Agency covenants to implement the Project as set forth in the Scope of work (as in **Appendix II**) and to perform, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement;
- G. In consideration thereof, BMC will pay the Agency fee (hereinafter referred to as the "**Contract Fee**" as in **Appendix IV**) and will perform, fulfil, comply with and observe all singular provisions, conditions and requirements to the Agreement;

**NOW THIS AGREEMENT WITNESSES** that the parties hereto have caused this Contract to be signed in their respective names as on the day and year first above mentioned,

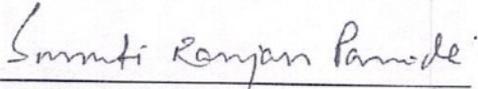
**SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST  
HEREINABOVE MENTIONED**

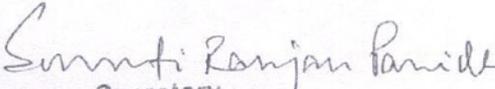
**The Bhubaneswar Municipal Corporation, Bhubaneswar, Odisha –  
First Party**

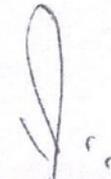
By the hands of its authorised signatory

  
23/2/2022  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation  
Authorised Signatory of the First Party  
Name : Shri Suwendu Kumar Sahu  
Designation : Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation  
Address : Vivekananda Marg, Bhubaneswar 751014

**M/s Jagruti Welfare Organisation & M/s Jan Adhar Seva Bhavi  
Sanstha (JV) – Second Party**

  
Secretary  
Jagruti Welfare Organisation  
Authorised Signatory of the Second Party  
Name : Smruti Ranjan Parida  
Designation : Secretary  
Address : Plot No PP-46, Pandav Nagar  
Road No -03, Bhubaneswar  
Odisha -751018

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

In the presence of:

1.   
Amiya Kumar Mohanty

Name:

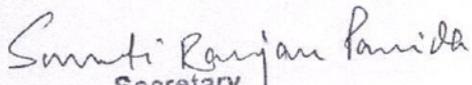
Address: Bhubaneswar Municipal Corporation,  
Kalpana Square, Bhubaneswar.

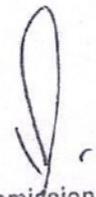
2. 

Baladev Routray

Name:

Address: P.No-1581/4339  
Soubhagya Nagar,  
Lane-15, BBSR.

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

## Appendix I – General Conditions of Contract

### 1. ENTIRE AGREEMENT

This Agreement, including any Exhibits and any Appendices thereto, constitutes the entire Agreement between Authority and Agency. All prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services shall be a part of this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

### 2. SEVERABILITY

Every paragraph, part, term or provision of this Agreement is severable from the others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect.

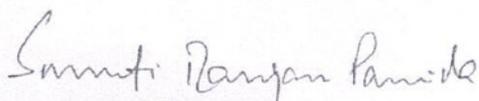
### 3. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between BMC and Agency, or BMC's and Agency's officers, directors, partners, managers, employee or agents. The Agency, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

### 4. DURATION OF THE CONTRACT

The Contract period shall be 36 (Thirty-six) months from the date of Work Order (including mobilization & construction period of 6 (six) months and monsoon period) to dispose of about 16 (sixteen) Lakh MT of Legacy Waste from the Bhuasuni Dumpsite through biomining. However, if the quantity of waste will be more than 16 (sixteen) Lakh MT, the Agency shall be responsible for processing complete legacy waste for which contract period may be extended on pro-rata basis without giving escalation on the tipping fee.

Page 5 of 38

  
Secretary  
Jagruati Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

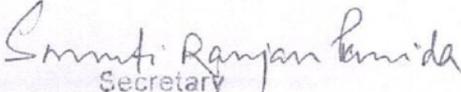
## 5. TERMINATION OF THE AGREEMENT

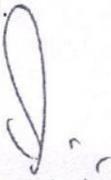
- a) **Termination on expiry of the CONTRACT:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the BMC has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- b) **Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Section Three.
- c) **Termination on account of insolvency:** In the event the Agency at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BMC shall, by a notice in writing have the right to terminate the Contract and all the Agency's rights and privileges hereunder, shall stand terminated forthwith.
- d) **Termination on breach of contract:** A breach by the Agency of its obligations hereunder and such breach not being rectified by the Agency within 30 working days of receipt of the BMC's notice intimating such breach. Upon termination, the Agency shall surrender all the data, material and assets belonging to the BMC.
- e) **Termination for delay:** Agency shall be required to perform all activities/services as per this conditions and specifications. If the Agency fails to do so, the BMC shall give a written notice to fulfill the applied conditions and specifications within the next 30 working days, failing which the Contract is liable for termination.
- f) **Consequences of termination:** In all cases of termination herein set forth, the obligation of the BMC to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or for bearance after such termination.

## 6. CONDITIONS PRECEDENT OF AGENCY

- (a) Within 30 days from the date of LOI, the Agency shall undertake a detailed survey to quantify the existing legacy waste, physico-chemical characteristics of the legacy waste as well as to fix the baseline environmental conditions (water, soil, air etc.) at the dump site. This will become a part of the Work Plan to be submitted to BMC for approval.

Page 6 of 38

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

(b) The Agency shall within 30 (thirty) days from the date of signing of the Agreement satisfy the following conditions precedent:

- (i) The Agency shall submit clear timelines for each activity from mobilization till project completion. The Agency shall submit a master schedule for the entire project duration comprising of all the activities, their timelines and milestones.
- (ii) **Preparation of Work Plan:** The Work Plan shall detail out the excavation of the existing mixed compacted legacy waste both above-ground and below-ground which underwent biological degradation in line with CPCB 2019 Guidelines or any other Standard Guidelines of Govt. of India/Govt. of Odisha in the dumpsite at Bhuasuni and sieving them by mechanical sieving machine or any other equipment (as mentioned in Clause 2.4), stabilizing the biodegradable wastes by *onsite* windrow composting and use of appropriate mechanical screens to sieve the excavated and processed materials into recoverable fractions such as recyclables (metal and glass), fine fraction (soil/compost), coarse fractions (incinerable such as plastics, textile, tyre, rubber etc), stone, bricks, and construction debris through Biomining and tipping concept so as to retrieve and recover materials by segregating, sorting, diverting for recycling the excavated materials. It shall broadly involve the following steps

**Step 1.** Installation of Trammel / mobile trammel ,shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys.

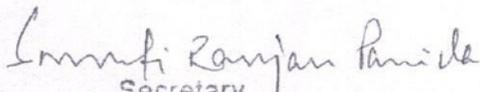
**Step 2.** Engaging chain dozer/ Excavator and loosening the legacy waste

**Step 3.** Spraying the bio culture, as required to control odour, over the loosened legacy waste.

**Step 4.** Shifting and loading the legacy waste in to the hopper and segregating the material size wise and type wise by engaging the man power on both side of conveyors with proper safety precautions.

**Step 5.** The recyclables recovered from the bio-mining process should be sent for recycling as per the quality of the material, which should also be randomly sampled by an NABL lab and tested for heavy metals,

Page 7 of 38

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

salinity/electrical conductivity and leachability to ensure no environmental harm during use. FCO standards for pH and contaminants could be provisionally used as a benchmark. Non-Recyclable plastic material shall be sent for road making or to RDF units or cement plants. Initial cleaning of recyclable waste shall be done before it is transported for sale or disposal.

**Step 6.** The recovered earthy fines shall preferably be used for landscaping or gardening or road medians within the Local Body or the site. The recovered soil can also be used as "Soil enricher" to develop green areas or by farmers.

**Step 7.** The recyclables like plastic, glass, metals, rags and cloth recovered from the waste during screening shall be sorted out and preferably cleaned before sending to recycling industries or as RDF.

**Step 8.** The material collected shall be disposed of by engaging tipper Lorries to the vendors who have identified and made agreement to get the designated recyclable material.

**Step 9.** The heavy fractions may be sand and gravel usable for road shoulders or for plinth filling. Stones and concrete if any can be used for road sub-grade, or for crushing, recycling and reuse in the construction industry. The recovered construction and demolition waste recovered from the bio-mining process may be sent to a C&D processing facility if suitable for production of building materials.

**Step 10.** Processing waste monthly to achieve minimum average quantity of 2000 MT per day targets.

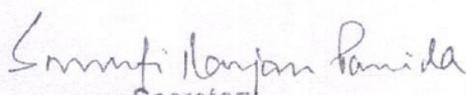
**Step 11.** Monitoring and recording all the activities to account for the quantity of legacy waste excavated and processed.

**Step 12.** Submission of report on the progress on daily and monthly basis.

**Step 13.** Handing over of the reclaimed site to Bhubaneswar Municipal Corporation

## 7. CONDITIONS PRECEDENT OF BMC

- (a) Bhubaneswar Municipal Corporation (BMC) shall handover the dumpsite free from any encumbrance to the Agency in terms of processing the solid waste to recover, recycle and convert into useful end products with zero residue/inert waste.

  
Secretary  
Jagruiti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

- (b) BMC shall identify land for disposal of heavy inert fraction such as sand and gravel etc within a radius of 30 KM.

**Note:**

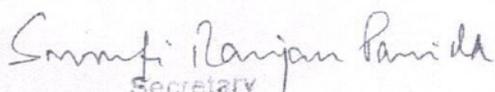
No SLF shall be allowed for disposal of any type of inert waste.

**8. RESPONSIBILITIES AND OBLIGATIONS OF THE AGENCY**

The Agency shall:

- (a) Prior to the start of project operations, the Agency shall be responsible for obtaining all Statutory Clearances, Permission, Licenses, and Authorizations necessary for the Project at their own cost and Bhubaneswar Municipal Corporation shall provide the assistance accordingly.
- (b) The Agency shall make the necessary changes in the work plan and finalize it as per discussions with BMC.
- (c) Construction and erection of the plant and creation of other allied facilities shall be completed within 6 (six) months from the date of receipt of work order. This shall include the mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of construction and erection of the plant, machineries &/or getting required clearances from SPCB and other clearances if required from respective competent authorities whichever is later, then operation of the plant shall commence which shall be considered as Commercial Operation Date (COD) of the project.
- (d) If required during and for the project, the Agency shall have to manage all type of waste water as per the CPCB guidelines/SPCB/ any other applicable guidelines.
- (e) The Agency shall observe zero residue/inert model during the process of biomining of the entire site throughout operation period. Byproducts from such processing viz. recyclables, gas, energy etc shall be the property of the Agency. It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal etc does not any way form the part of inert waste.
- (f) Inert for Agency would mean non-biodegradable, non-recyclable and noncombustible fraction. Definition of inert shall be as per CPCB 2019 guidelines. However this particular project is aim at zero inert/residue due to processing of legacy waste.
- (g) The Agency has to obtain all required permissions/NOCs from various authorities like Odisha State Pollution Control Board (OSPCB), in order to process existing SW dumped at Bhuasuni.

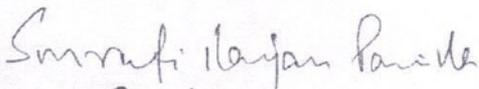
Page 9 of 38

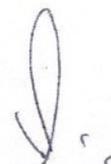
  
Secretary  
Jagruki Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

BMC may assist the Agency in obtaining these permissions and provide requisite NOC's wherever required without any delays.

- (h) The Agency shall process the legacy waste on a daily basis and the final archive shall not be kept for more than 20 days within the Project Site.
- (i) The Agency shall ensure that all the aspects of project and process employed, for Biomining thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as SW rules 2016, policies and guidelines related thereto. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc., needs to be followed.
- (j) The Agency shall hand over all the assets and take back machines/ equipment in connection to this project at the end of the project period at their own cost.
- (k) Arrangement of water and electricity required for the project shall be the responsibility of the Agency at their own cost. BMC shall provide assistance in this regard. However, the cost of usage shall be paid by the Agency as per actuals based on appropriate meter readings from the meters installed.
- (l) The Agency shall not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose.
- (m) Submission of progress report to BMC on daily, monthly and quarterly basis. The monthly and quarterly reports shall be submitted within 7 (seven) days of the subsequent month and quarter respectively.
- (n) Agency shall submit proper material flow analysis with disposal pathways of processed waste periodically to avoid indiscriminate dumping of waste. Valid certificate from concerned party to be submitted on demand.
- (o) The Agency shall submit the Bank Guarantee for Mobilization Advance as well as the Performance Security as per the conditions stipulated in this RFP.
- (p) Environmental Standards:-
  - (i) The Agency has to follow the Environmental Standards as mentioned below

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

- a. Air Quality Monitoring: As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
- b. Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
- c. Leachate Treatment must be made as per Solid Waste Management Rules 2016 (SWM Rules 2016), CPCB 2019 Guidelines on Legacy Waste or amendments thereafter with respect to baseline site parameters.
- d. Odour Monitoring – As per CPCB guidelines 'Odour Pollution & Its Control May 2008' or amendments thereafter with respect to baseline site parameters.
- e. Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
- f. Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.

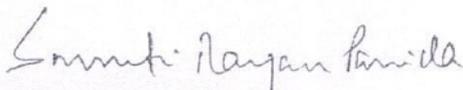
(ii) The Agency has to make all the necessary arrangement for 24x7 online monitoring of environmental standards to the extent possible.

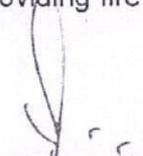
(iii) The Agency may appoint a Professional Consultant/ Company approved by MoEF / NABET to achieve these standards.

(iv) **Hazardous waste:**

The Agency shall segregate any Hazardous waste [as defined in Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008] if existing inside the site and separately earmarked. It is the Agency responsibility to dispose of the same at OSPCB's approved sites in accordance with Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008 or amendments thereafter.

(v) It is the sole responsibility of the Agency to abate the odour and fire nuisance on site. The Agency has to use enzyme/herbal based products which shall help to abate the odour and flies nuisance. Necessary fire fighting vehicles shall be arranged to abate the fire nuisance. However, in case of major fire incidence, BMC may assist by providing fire fighting

  
Secretary  
Jagruiti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

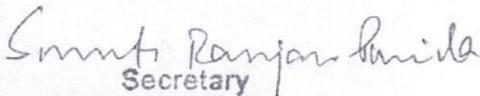
vehicles according to availability at that time. Necessary safety gears shall be provided by the Agency to all staff working as per the good industry practice.

- (vi) The Agency shall ensure that material which is to be transported for disposal after scientific processing is not dumped at Bhuasuni Dumping Ground. They can make necessary arrangement like fencing or any other suitable arrangement as directed by BMC authorities to prevent such events.

## 9. RESPONSIBILITIES AND OBLIGATIONS OF BMC

BMC shall:

- (a) BMC shall approve the Work Plan submitted by the Agency within a period of 21 (twenty one) days from the date of submission.
- (b) Throughout the project period, BMC shall ensure that fresh solid wastes generated in the city are not dumped within the site till adequate arrangements are in place by the Agency such as erection of machinery, deployment of all equipment's, starting of processing operations etc. However, once the Agency has started its processing operations, BMC shall ensure no dumping over the and above the MSW dumped at the site prior to commencement of operations. In case, it is required to dump waste due to non-functional wealth centres or any other reason beyond the control of BMC then as an intermediate arrangement BMC may earmark separate portion available in the land area for the purpose of dumping.
- (c) The BMC shall indemnify the Agency against the baseline environmental conditions of the dumpsite in Bhuasuni.
- (d) The Internal Works Monitoring Committee\* shall review a comprehensive final completion report of the project prepared by Agency, after the project reaches a stage of substantial completion during the period of the contract. These reports shall be submitted immediately after the completion of the work by the Agency and before taking over by Bhubaneswar Municipal Corporation. The report shall incorporate summary of the method of operation, the operation supervision performed, problems encountered, and solutions undertaken thereon. The Internal Works Monitoring Committee shall summarize and consolidate

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

project completion in a single report by incorporating all the key information of the entire operation.

#### 10. CONFIDENTIALITY

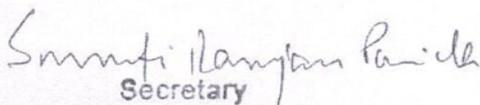
The Agency shall treat the details of the output of the Assignment and the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to BMC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of BMC.

Agency shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information and documents (including without limitation any environmental information, reports or data) which may be delivered to Agency by Client and identified as "Confidential."

Agency shall also treat as confidential and shall not disclose to others, except as required by law, this form of Agreement.

Nothing above, however, shall prevent Agency from disclosing to others or using in any manner information, which Agency can demonstrate:

- a. Has been published and has become part of the public domain other than by acts, omissions or fault of Agency, their employees, agents, contractors and/or Agencies; or,
- b. Has been furnished or made known to Agency by a third party (other than those acting directly or indirectly for or on behalf of Agency or BMC) as a matter of legal right without restrictions on its disclosure; or,
- c. Was in Agency's possession prior to disclosure thereof by BMC;
- d. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over Agency or any of its employees, agents, contractors and/ or Agencies;
- e. Unless prohibited by applicable law, Agency may disclose Client Information to other Agency Firms, Agency Persons and

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

third parties providing services on our behalf who may collect, use, transfer, store or otherwise process it (collectively 'Process') in the various jurisdictions in which they operate for purposes related to the provision of the Services, to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or for the provision of other administrative support services (collectively 'Process Purposes').

#### 11. COMPLIANCE WITH LAWS

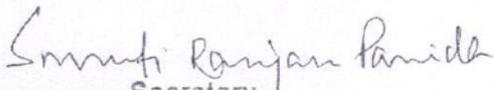
The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

#### 12. DISPUTE RESOLUTION

- (a) The BMC and the Agency shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this RFP Document.
- (b) If, within 60 (thirty) days from the commencement of such informal Negotiations, Parties are unable to resolve the dispute amicably, they shall refer the dispute to an Arbitral Tribunal consisting of three arbitrators, one each appointed by the BMC and the Agency and the two arbitrators together appoint a third arbitrator who shall act as the presiding arbitrator. The decision of the Arbitral Tribunal shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- (c) All Arbitration proceedings shall be held at Bhubaneswar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

#### 13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the Union of India. The Courts of Bhubaneswar shall have jurisdiction over all matters arising out of or in relation to this Agreement.

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

#### 14. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. shall not operate or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Agreement;
- ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by the either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

#### 15. MODIFICATION

Modification of the terms and conditions of this Agreement, including any modification of the scope of Services, may only be made by written agreement between the Parties.

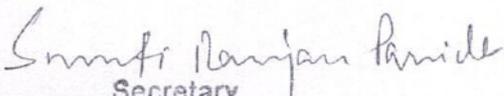
#### 16. NOTICES

Unless otherwise stated, notices to be given under this Agreement including, but not limited to a notice of waiver of any term, breach of any term of this Agreement and the termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, mail, e-mail, and delivered or transmitted to the Parties at their respective addresses mentioned herein below:

1. Dy. Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation,  
Near Kalpana Square, Vivekananda Marg,  
Bhubaneswar- 751 014  
Tel No.: 0674- 2432098  
E-mail: [dc-sanitation@bmc.gov.in](mailto:dc-sanitation@bmc.gov.in)

2. Secretary,  
Jagruti Welfare Organisation  
Plot no. PP:46 , Road no. 3, Pandav Nagar,  
Bhubaneswar- 751 018

Page 15 of 38

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

Tel No.: 0674 -2958713  
e-mail id: jagruti2006@rediffmail.com

**17. TRANSFER OF AGREEMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party.

**18. MODIFICATION OF SPECIFICATIONS**

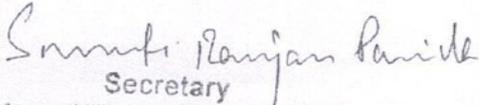
While the RFP Document and subsequent Design Documents/Work Plan as finalised by BMC will be the final reference for the details of the project, any Change of Specification should be processed as followed:

- BMC would submit a written request detailing the changes that it desires in the specified scope of project or indent Additional Work as required
- Within 7 (seven) days of the receipt of the request, the Agency will inform BMC, in writing, the implications of the proposed change. This shall include the costs of carrying out analysis and implementation of the change, if it is considered significant. The Agency shall also inform BMC of any change in price or schedule that will be caused by the proposed change in specifications.
- If BMC accepts the changes proposed by the Agency- in execution, in schedule, in schedule and costs, BMC will intimate to Agency about its acceptance of the Change, in writing, and then the Agency will include it in the plan of Project Implementation.

**19. ADDITIONAL ITEMS & ADDITIONAL WORKS**

In the event that BMC desires the Agency to perform such additional services which are not within the Scope of Work as laid out in Appendix II, the Agency shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

Page 16 of 38

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

Notwithstanding anything contained above, only such additional work may be undertaken so that all the conditions laid below are met, both jointly and severally:

- a. The additional work does not come in conflict with any existing laws / statutory regulations or ordinances / guidelines of the land applicable in the Union of India and the State of Odisha as on date of the renegotiation;
- b. The additional work does not come in conflict with any internal corporate policy / regulation / guidelines / practice of the Agency as on date of the renegotiation;
- c. The Technical and Manpower expertise of the Agency allows the Agency to undertake such work.

Any Additional Work requirements should be processed as follows:

- BMC would submit a written request detailing the Additional Work, as required.
- For any Additional Work requested by BMC, the Agency will submit a price quote and terms for execution and delivery of Additional Work.
- If BMC accepts the Additional Work plan proposed by the Agency then BMC will intimate in writing to the Agency about acceptance of the same.

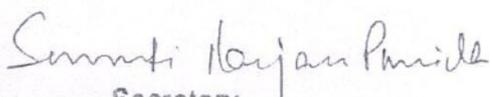
## 20. INTELLECTUAL PROPERTY RIGHTS

BMC will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analysis, inventions, program and other property or materials that the agency or its employees, officers, managers, directors or agents develop in connection with the provision of the services including all copyright and other intellectual property rights in the works, the agency hereby waive all moral rights in all jurisdictions.

The knowledge during the performance of the services, the agency may gain access to certain methodologies, framework, know-hows, products, processes, ideas, interpretations, models, documentation, manuals, software, disc, reports, research, working note, paper, data, specifications, designs, analysis, inventions and/or similar items which are proprietary to BMC.

## 21. SUB-CONTRACTING:

Page 17 of 38

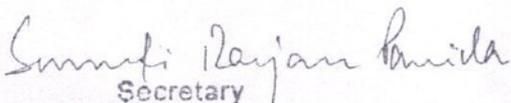
  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

- i. The Agency may sub-contract any portion of work, up to 20% of the Contract value, with the approval of the Officer-in-Charge but may not assign the contract without the approval of the employer in writing. Sub-contracting does not alter the Agency's obligations.
- ii. The Agency shall not be required to obtain any consent from the employer for:
  - a) sub-contracting of any part of the works for which the sub-contractor is named in the contract;
  - b) provision of labour; and
  - c) Purchase of materials which are in accordance with the standards specified in the contract.
  - d) Beyond this if the Agency proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, BMC shall consider the following before according approval:
    1. The Agency shall not sub-contract the whole work.
    2. The Agency shall not sub-contract any part of the work without prior consent of BMC. Any such consent shall not relieve at the Agency from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Agency, his agents or workmen.
    3. BMC should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
    4. If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the Agency so that this arrangement does not alter the Agency's liability or obligations under the contract.

## 22. INDEMNITY

Each Party shall indemnify and hold harmless the other party and its trustees, officers, employees from and against any claims, actions, damages, expenses (including reasonable attorney fees and costs),

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

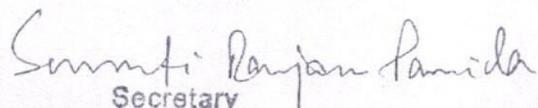
liabilities and cost arising from or relating to the services of either party under this Agreement.

### 23. INSURANCE

- i. The Agency shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the BMC and the Agency, (cover from the first working day after the Start Date to the end of Defects Liability Period) to the extent of following cost:

Sl. No.	Type of Cover	Minimum Cover of Insurance
(i)	Works and of Plant and materials	Contract Price plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance	
	(a) for Third Party	Rs 50.00 Lakhs per occurrence with number of occurrences unlimited
	(b) for Agency's employees or labour	In accordance with the statutory requirements applicable to Odisha
(v)	Other insurances	As per contract requirement

- (a) For loss of or damage to the Works, Plants and Materials and the Agency's equipment;
- (b) For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Agency's performance of the Contract including the Agency's liability for damage to the BMC's property other than the Works and
- (c) For liability of both Parties and of any BMC's representative for death and injury to the Agency's personnel except to the extent that liability arises from the negligence of the BMC, any BMC's representative or their Employees.
- ii. Policies and certificates for insurance shall be delivered by the Agency to the BMC for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

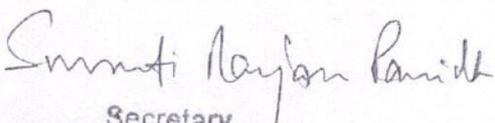
- iii. If the Agency fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the BMC may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Agency. If no payments are due, the payment of the premiums shall be a debt due.
- iv. Alterations to the terms of insurance shall not be made without the approval of the BMC.
- v. Both Parties shall comply with any conditions of the insurance policies.

#### **24. FORCE MAJUERE**

The project operation is subject to Force Majeure conditions as under: If at any time, during the currency of the contract, the performance in whole, or part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

#### **25. CHANGE IN TAXES**

The contract fee as quoted by the Agency shall be deemed to have included all prevailing taxes (excluding GST), duties etc. However, in case of any change due to implementation GST or any new applicable tax regime on processed fees i.e. fee quoted by the Agency for processing of per Metric ton of Legacy waste which shall lead to material adverse financial effect shall be paid by BMC separately as per actuals in addition to the agreed processed fees.

  
Secretary  
Jagruti Welfare Organisation

Page 20 of 38

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

## Appendix I – Monitoring & Quality Control

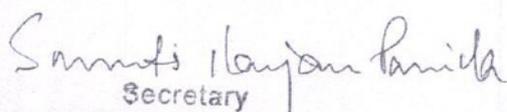
### i. Weighment

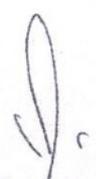
The Agency has to set up weighbridge of required capacity or any other suitable system for weighment as approved by BMC for measurement of Solid Waste to be processed. This weighment system shall meet following conditions:

- a. It shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by BMC officials and competent authorities.
- b. It shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by BMC) shall be provided by the Agency.
- c. CCTV picture recordings of operation of weighment system with vehicle number shall be provided as and when required by BMC officials and competent authorities. The monitoring of the weighbridge in terms of automated recording of data shall be done by Bhubaneswar Smart City Limited and the details shall be finalized during the preparation of the Work Plan.
- d. All the data acquisition of weighment system comprising weighment of Solid Waste to be processed shall be done on real time basis through online platform to be developed by BSCL.
- e. In case any malfunction/technical problem in the functioning of weighment system, the same shall be rectified by Agency within period of 24 hrs. Stand by weighbridge shall be kept ready for eventuality.

### ii. Monitoring

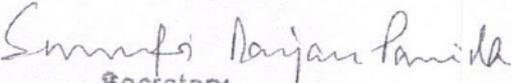
- a. The plant site shall be properly fenced with one entry and one exit points and all vehicle are RFID tagged installed with On Board Unit (OBU) and GPS enabled to map their movement.
- b. RFID tagged with unique numbering system shall be used for input line, output line and other vehicles engaged in excavation and pre-stabilization.

  
Secretary  
Jagruiti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

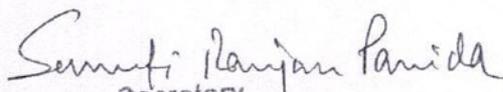
- c. Boomer shall be installed at entry, exit points and also before just entering input line of the plant.
- d. Fully online electronic, automatic system equipped with PLC and SCADA based monitoring with latest state of the art technology along with backup server facility shall be used for daily monitoring.
- e. CCTV surveillance on each processing line/points, entry and exit points with high definition PTZ camera and further storage of data of pictures of work undertaken on daily basis.
- f. The treatment plant shall be provided with necessary infrastructure like security and access control/s 24x7 throughout the year.
- g. The Agency has to carryout drone survey through ORSAC/any other Agency with prior approval of BMC for mapping at the beginning of the project and after every quarter of a year. Relevant drone software shall be used to create 3D structural models and for volumetric measurements and estimate depth of dump site. The following steps need to be strictly adhered by the Agency's.
  - i. Conduct drone mapping at the beginning of the project to create 3D structural models, and to estimate the total volumetric measurements and depth of the dumpsite. This will act as a base line information of the legacy waste site.
  - ii. Repeat drone mapping after every quarter to create the revised 3D structural models. Superimpose this with the previous 3D structural models to find out the volumetric reduction and also reduction in depth.
  - iii. Use weight density of 0.8 MT/ Cum to calculate the quantity of reduction in Metric Ton.
  - iv. Submit the quantity reduction data in Metric Ton and full report along with electronic & automated weightment data of legacy waste processed, CCTV footage etc. to process payment.
  - v. If the quantity of reduction in Metric Ton arrived through drone mapping is within 5% of weighment through weighbridge, then the payment made based on weighbridge weight shall be considered as final. 9

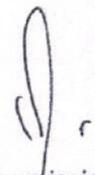
**iii. Quality Control**

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

- (a) **Identifying defects:** The Employer shall check the Agency's work and notify the Agency of any Defects that are found. Such checking shall not affect the Agency's responsibilities. The Employer may instruct the Agency to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.
- (b) **Tests:** If the Employer instructs the Agency to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Agency shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event. Test/s related to presence of methane while operations shall be conducted using online methane analyzer, in addition to this any additional test related to presence of excessive leachate or hazardous material may be proposed.
- (c) **Correction of defects**
- (i) The Employer shall give notice to the Agency of any Defects before the end of the Defects Liability Period, which begins at Completion and continue till end of one year. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- (ii) Every time notice of a Defect is given; the Agency shall correct the notified Defect within the length of time specified by the Employer's notice.
- (d) **Uncorrected defects :** If the Agency has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Agency will pay this amount

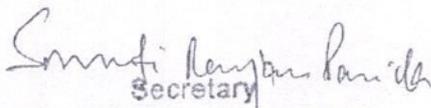
  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

## Appendix II – Scope of Work

The Agency has to process all the waste on the dumpsite. Agency shall do the survey within 30 days from the date of LOI to assess the quantum of waste. The Agency is expected to install plant and machinery of required capacity for biomining of the existing legacy solid waste and subsequently reclaim the land. Broadly, the Project involves the reduction of the unprocessed legacy mixed waste, but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials. The detailed scope of work is specified as follows:

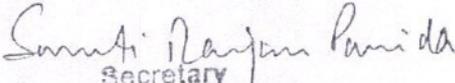
1. Removal of about 16 (sixteen) lakhs MT of legacy waste ( with a variation of up to +/- 25 %) dumped at the dumpsite in Bhuasuni through Biomining process within a period at 42 (forty two) months and disposing the material retrieved from the legacy waste to the recycle/ identified vendors without stacking them at site for not more than 60 (sixty) days, including the cost of electrical consumption and required field arrangements and finally reclaiming the land occupied by the legacy waste to the useful purpose of Bhubaneswar Municipal Corporation. The Agency must follow zero residue/inert waste model throughout the biomining process. The quantity of legacy waste mentioned herein are indicative, however Agency has to examine the actual quantity as per condition precedent Clause 3.1 (2) and get its approval from competent authority.
2. Setting up of a weighbridge of required capacity or any other suitable system for weighment as approved by Bhubaneswar Municipal Corporation for measurement of legacy waste to be processed. This weighment system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by BMC officials and other competent authorities. For details of weighment system, Clause 3.10 (i) may be seen.
3. Disposal of the recovered material from the legacy waste to the identified vendors without stocking them at site for more 60 (sixty) days.
4. The Agency shall disintegrate the legacy waste for Biomining process using the required Bio culture.

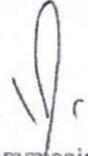
  
Secretary  
Jagruti Welfare Organisation

Page 24 of 38

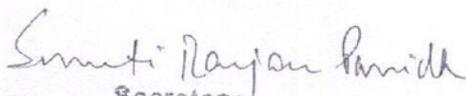
  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

5. The Agency shall execute the biomining process to the legacy waste in complete adherence to the rules and regulation of the Odisha State Pollution Control Board, SWM Rules 2016, CPCB 2019 Guidelines for legacy waste and all other applicable rules and regulations.
6. Stabilization of the open dumpsite, control of foul odour and other such eco-friendly and non-polluting processes for minimizing the impact of the biomining activity in the adjacent areas of the dumpsite.
7. Excavating the soil which lost its stability due to legacy waste dumping with necessary dewatering works in the portion of the land earmarked and segregate the excavated legacy waste in the land portion earmarked, into as many kinds and categories as possible.
8. Selling, diverting for recycling, marketing and recycling the excavated materials within 60 (sixty) days of segregation, without any accumulation in the storage facility at the project site.
9. Creation and maintenance of infrastructure, facilities and amenities at Agency's risk and cost, for sieving the excavated legacy waste and storing the segregated materials before selling/taking out them from the project site.
10. Construction of office room facilities for the Project, arrangement for water supply and power supply at the site.
11. Carrying out the entire project work in accordance with the Detailed Plan of Action submitted by the Agency.
12. The Agency is required to submit the action plan for biomining operations during monsoon period and during emergency situations.
13. Deployment of necessary manpower, materials, equipment, tools and construction of plants and sheds and creation of facilities for handling, separating, segregating, storing and weighing facilities for the operation of the plant and using only covered body vehicles for the transportation of materials taken out not limited to:
  - a. Installation of mobile trommel/ trommel of required sieve sizes (100 mm, 35mm, 16 mm, 4 or 6mm shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys
  - b. Engaging chain dozer/ Excavator and loosening the legacy waste.
  - c. Spraying the bio culture over the loosened partially degraded legacy waste and to stabilize the same.
  - d. Spraying deodorizer over the waste as required to control odour.

  
Secretary  
Jagruiti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

- e. Shifting and loading of the legacy waste into the hopper and segregating the materials size wise and type wise by engaging the manpower on both sides of conveyors with proper safety precautions.
  - f. Processing the legacy waste on everyday basis and segregating the recyclables material and the enriched soil, debris like stone etc. Shredding of the remaining non saleable RDF material with plastic etc which has the calorific value of at least to 1500 kcal/kg and converting them into RDF.
  - g. Agency may supply RDF to cement companies and/or for Road making projects subject to distance and quality of RDF.
  - h. Disposal of RDF and aggregates shall be sole responsibility of the Agency.
  - i. Windrow making of partially degraded wastes for stabilization.
  - j. The material collected shall be disposed of by engaging tipper Lorries to the vendors who have identified and made agreement to get the designated recyclable material.
  - k. Other wastes like Hazardous Waste, E-Waste, Bio-medical Waste and Construction & Demolition Waste shall be managed by the Agency as per the guidelines under the relevant rules & regulations as amended from time to time.
  - l. Monitoring and recording all the activities to account for the quantity and quality of recovered materials.
14. Create all facilities and make arrangements for controlling the emission, pollution and contamination of the environment including but not limited to control of dust, odour, air quality, water quality and noise pollution.
15. The Agency shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
16. Setting up of provision for safe leachate collection, storage, reuse and recirculation and treatment at the site or disposal for treatment outside of site.
17. The Agency has to submit Work plan for the quantum of legacy waste to be bio-mined in 36 months: 16 Lakhs MT (Based on the Survey before signing of the Agreement)
- a) Effective period : 36 months
  - b) Target within 12 months from Signing of Agreement: 23 % of 16 Lakhs MT
  - c) Target within 21 months from Signing of Agreement: 54 % of 16 Lakhs MT
  - d) Target for within 30 months from Signing of Agreement: 85 % of 16 Lakhs MT

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

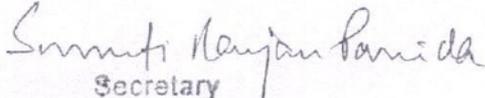
- e) Target for within 36 months from Signing of Agreement:  
100 % of 16 Lakhs MT.

The Agency has to deploy minimum processing lines as follows to meet the monthly targets with a backup of at least one processing line to ensure that the above bio-mining targets are achieved:

- One line – Mobile trommel / Minimum 4 Trommel – Minimum 1000 MT capacity, and Minimum 12 (twelve) conveyor, 2 (two) air density separator, 1 (one) magnetic separator, shredder (if required), baling machine (if required), 5 (five) excavator, 1 (one) back hoe loader, and 1 (one) tractor with trailer.
- Second line – Mobile trommel / Minimum 4 Trommel – Minimum 1000 MT capacity, and Minimum 12 (twelve) conveyor, 2 (two) air density separator, 1 (one) magnetic separator, shredder (if required), baling machine (if required), 5 (five) excavator, 1 (one) back hoe loader, and 1 (one) tractor with trailer.
- Any other machines as specified in CPCB Guidelines for Disposal of Legacy Waste 2019.

Per day average processing of the Legacy waste should be at least 2000 MT per day. The duration of shifts shall be finalized by the Agency & BMC during the preparation of the Work Plan

18. Providing security arrangement for the plan project site, machineries, equipment etc.
19. Carry out the work in accordance with the provisions of the Solid Waste (Management & Handling) Rules, 2016, CPCB 2019 guidelines, amended from time to time and all other applicable rules & regulations at the cost of the Agency.
20. Obtaining all required clearances from all statutory authorities at the cost of the Agency.
21. The Agency shall be responsible for the electrical energy consumption process and subsequent remittance payment for the electricity bill.
22. The Agency shall be responsible for the payment towards fleet management in order to dispose the material recovered from the legacy waste.
23. The Agency shall ensure zero residue/inert waste model throughout the biomining process.
24. The land shall be reclaimed to its original state prior to dumping of waste i.e. all the legacy waste must be removed till it reaches the surface of the original land as per the official map/ records.

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

25. The Agency shall maintain a record of the daily processed legacy waste measured in the Weighbridge. The Agency shall also keep proper record of the all the legacy waste recovered and disposed off. The Agency shall prepare all periodical reports, applicable to the Projects, as may be required by BMC, other stakeholders or the State Government etc. on behalf of Bhubaneswar Municipal Corporation.
26. The monitoring shall be done on a daily basis, but the computation of waste bio-mined shall be on a monthly basis and report to be submitted to BMC.
27. The Agency has to carry out drone mapping every quarter to monitor volumetric reduction of legacy waste and reports shall be submitted along with electronic and automated weighment data of legacy waste processed. (The details regarding drone mapping can be seen in the Article 3.10 (ii) (g)).
28. Milestones required to be achieved within the given timeframe are as mentioned below.

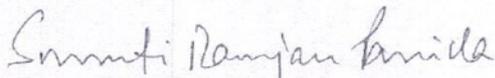
S.N.	Activity to be completed	Time Period for Completion
01	Statutory Clearances and Erection and Commissioning of the Plant	Four Months from the date of Work Order
02	To dispose of 23% of 16 Lakhs MT from Bhuasuni Dumpsite	Within 12 months of Signing of Agreement
03	To dispose of 54% of 16 Lakhs MT from Bhuasuni Dumpsite	Within 21 months of Signing of Agreement
04	To dispose of 85% of 16 Lakhs MT from Bhuasuni Dumpsite	Within 30 months of Signing of Agreement
05	To dispose of 100% of 16 Lakhs MT from Bhuasuni Dumpsite	Within 36 months of Signing of Agreement

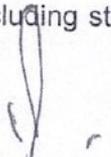
*Sunil Rajan Parida*  
Secretary  
Jagruati Welfare Organisation

*[Signature]*  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

### Appendix III – Project Site

- (a) BMC shall handover the dumpsite to the Agency with a license to operate on land ad measuring an area of 61.485 acres (Khata no. 232, Plot no. 539, 541, 543, 549, and 313 at mouza Bhuasuni, Bhubaneswar) as per the approved Work Plan. After completion of contract period, within 3 (three) months, the Agency has to completely remove the plant, machineries and equipment from the site and clear the project area. Performance security of the Agency shall be released only after the entire project site has been handed over to BMC and after the defect liability period of one year without encumbrances. However, during the tenure of the Agreement in force, the agency shall have full responsibility of the site and along with dumpsite with all protection and security arrangements.
- (b) There shall be no lease of land to the Agency. He shall only set up the plant on BMC's land for scientifically treating the legacy waste and operate it without any interest in land whatsoever. However, BMC shall provide necessary assistance to lenders/bankers/financial institutions funding the project in terms of granting right to entry if there is a need. Such right of entry however shall be restricted to the plant and machinery set up by the Agency and shall under no circumstances be extended to the land. As specified above, there shall be no lease of land to the Agency and hence the question of creation of encumbrances on the land does not arise.
- (c) Initial land requirement of the Agency to set up processing plant and machineries and measuring up to a maximum of 5 acres shall be provided by BMC with natural ground level inside the dumpsite.
- (d) If additional land is required for future expansion of the processing plant, the Agency shall use the land which is recovered (up to a maximum of 2 acres) with prior approval of BMC.
- (e) **Provision for building ancillary facilities:** In case the Agency is required to set up ancillary facilities at site like Fuel storage, DG set etc., BMC may assist the Agency in getting the same installed at site for period of contract only. However, the necessary permissions required are to be obtained by the Agency at his cost. All handling of explosives, including storage,

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

transport shall be carried out under the rules approved by the  
"Explosives Department of the Government".

- (f) The area of the dumpsite which shall be cleared and cleaned  
shall remain with BMC.

*Sunufi Rajan Panida*  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

#### Appendix IV –Payment Terms

- (i) **Tipping Fee:** BMC shall pay Processing Fee at the rate of Rs. 646/- (Six hundred and forty six) only per metric ton processing of Legacy waste from the project site. Such Payments shall be done after obtaining recommendations from Internal Works Monitoring Committee of BMC.
- (ii) **Mobilization Advance:** Mobilization advance equivalent to 5 (five) % of the approved project cost shall be given by BMC to the Agency in a single instalment against the submission of the following:
- (a) Irrevocable Bank Guarantee for Mobilization Advance whose value shall be equal to 110 (one hundred and ten) percent of the Mobilization Advance. The Bank Guarantee shall be obtained from any Nationalized/ Scheduled Bank branch based in Bhubaneswar counter guaranteed from local bank.
  - (b) Execution of the Form of Agreement by the parties thereto.
  - (c) Submission of Security Deposit/Performance Bank Guarantee by the Agency.

The Mobilization Advance shall be paid to the Agency within 30 (thirty) days after fulfilling all the above requirements under sub items (a) to (c). It shall be calculated as mentioned below:

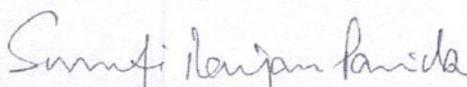
**Mobilization Advance = 0.05 \* Approved Project Cost**

Wherein:

**Approved Project Cost = 16,00,000 (in MT) \* Approved Processing Fee for per MT of legacy waste on the project site**

The Bank Guarantee/s for the Mobilization Advance shall be valid till the full recovery of the advance is made. The Agency shall use the advance payment only towards expenses for plant and machinery, preliminary site establishment works and to meet expenses required specifically to carry out the works.

- (iii) **Recovery of Mobilization Advance:** Recovery of Mobilization Advance paid against bank guarantee aforesaid, shall be made by deductions from the monthly payments from first 6 running bills in equal installments. If the amount payable under any running bill is not sufficient to cover all deductions to be made on this account

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

and other sums deductible, the balance outstanding shall be deducted from subsequent bills as may be necessary.

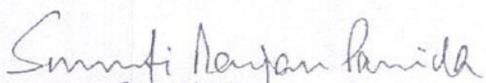
(iv) **Certification of Payments / Bills:**

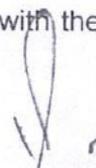
- (a) Payment shall be made to the Agency every month on the basis of weighment of net quantity of input waste processed from the Bhuasuni dumpsite.
- (b) The Agency shall receive payment from BMC as per the Agreement and by obtaining and submitting to BMC the certificate from the in-charge officer or site engineer or any other monitoring mechanism decided by BMC along with the certification of weighment slips by the in charge officer for each trip of legacy waste weighed.
- (c) The reconciliation of the bills shall be done by the Internal Works Monitoring Committee formed by the BMC before the final bill is submitted for payment.
- (d) The payments to the Agency shall be made on monthly basis as per the following formula:

**Monthly Payment = {(Total quantum of Waste processed from the project site per month)\* Approved Processing Fee per MT} – Applicable Penalty – Mobilization Advance (if applicable)**

- (e) The Agency shall raise monthly invoice by the 7<sup>th</sup> of the subsequent month and submit to the BMC Internal Works Monitoring Committee.
- (f) BMC Internal Works Monitoring Committee shall evaluate the submitted invoice and inform Agency if any discrepancy or changes/modifications required within 7 working days from the date of receipt of the invoice.
- (g) If any change/modification is prescribed by the BMC Internal Works Monitoring Committee in the submitted invoice, the Agency shall revise the invoice within 7 (seven) working days since the receipt of intimation of such change/modification from BMC Internal Works Monitoring Committee.
- (h) After recommendation for payment of the invoice amount from the in charge officer or site engineer or Internal Works Monitoring Committee, BMC as per SOP and on subsequent approval from Competent Authority of BMC, the payment shall be released to the Agency within 15 (Fifteen) working days from the date of submission of the original invoice or the revised invoice as the case may be, in accordance with the terms and

Page 32 of 38

  
Secretary  
Jagruti Welfare Organisation

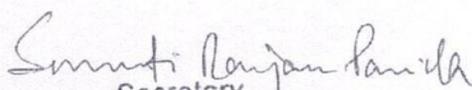
  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

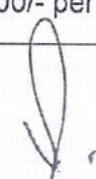
conditions of this agreement. Partial payments shall be allowed at the discretion of the Competent Authority of BMC.

- (i) **Delay in Payments:** In case BMC fails to make payment due within 15 (fifteen) working days from the date of receipt of the original invoice or the revised invoice, the same shall carry interest rate of SBI MCLR plus 2 (two) percent from the due date of payment thereof until the same is paid to or otherwise realized by the Agency entitled to the same.
- (j) Beyond 180 days, in case the BMC fails to make any payments to the agency without giving any reason, the Agency can issue notice for Termination of the Contract with a claim of compensation towards the cost of plants, machineries ancillary civil construction and other equipment's installed within dumpsite at Bhuasuni along with release of outstanding dues towards quantity of legacy waste (in terms of tonnage) already processed against the bill submitted thereof with interest as applicable.

**(v) Penalty for Non-Compliance**

Sl. No.	Description of Non-Compliance	Penalty Amount
1	Non-Compliance to, SWM Rules 2016, CPCB Guidelines 2019 on Legacy Waste and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs. 1,00,000/- per Incidence per day till compliance is achieved.
2	Non provision/ delay in provision of site facilities as per specifications.	Rs. 50,000/- per item per day till compliance is achieved.
3	Non-compliance of Safety Standards, use of Personal Protective Equipment by the Workers.	Rs. 5,000/- per Incidence per day till the compliance is achieved.
4	Failure to process minimum average specified quantity of legacy waste on a daily basis (Computed monthly) excluding the monsoon period as decided in the Work plan	Per day penalty = (Target Qty – Actual Qty) * Processing Fee for per MT of Legacy Waste processed from the Project Site
5	Failure to Submit Progress Report on time	Rs. 10,000/- per incidence

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

Sl. No.	Description of Non-Compliance	Penalty Amount
6	Delay in Completion of Project	(Approved Project Cost)/ 1095 * Duration of delay in days

(vi) **Penalty for Non-Compliance during Monsoon period**

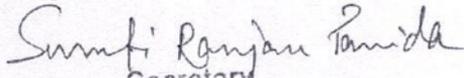
Agency shall ensure:

- a) All recovered materials shall either be stored under a temporary shed but not more than 60 days or disposed before the onset of monsoon
- b) No runoff of leachate during monsoon

Penalty of Rs. 50,000/- per incidence per day till compliance is achieved in both the above cases.

(vii) **Incentives for Early Completion**

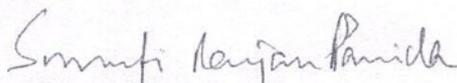
The total duration of project including mobilization period and time period required for getting necessary statutory clearances/permissions (effective period) is 36 months. However, in case the Agency completes the project before stipulated timeline, incentives will be paid @4% of total contract value for every 4 (four) months early completion. The payment on account of this shall be paid after complete biomining of the legacy waste from the site and bringing the site to its original position.

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

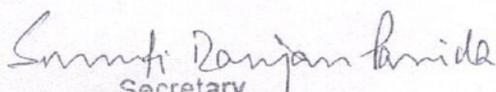
#### Appendix V – Miscellaneous Conditions

- (a) BMC may delegate any of his duties and responsibilities to other people after notifying the Agency and may cancel any delegation after notifying the Agency.
- (b) Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- (c) The Agency shall share the site to BMC and their authorized representative only
- (d) The Agency shall employ the technical personnel (of number and qualifications) as may be stipulated by Govt. of Odisha from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated in the approved Work Plan.
- (e) If the BMC asks the Agency to remove a person who is a member of the Agency's staff or his work force stating the reasons, the Agency shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- (f) BMC is responsible for the excepted risks which are:
  - (a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Agency or his Sub-Contractors arising from the conduct of the Works; or
  - (b) A cause due solely to the design of the Works, other than the Agency's design; or
  - (c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Agency:
    - (i) Could not have reasonably foreseen; or
    - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
      - (A) Prevent loss or damage to physical property from occurring by taking appropriate measures or
      - (B) Insure against such loss or damage

  
Secretary  
Jagruati Welfare Organisation

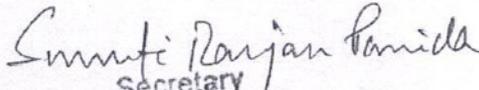
  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

- (g) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Agency. The Agency or its sub-contractor shall indemnify BMC any eventuality or mishappening that may arise due to any reason during the course of execution of the contract.
- (h) It is deemed that the Agency, while preparing the tender, shall have referred to the investigation reports as annexed in the Annexure, supplemented by any information available to other tenderers. It is deemed that the agency has investigated at its end for the completeness and correctness of the information. The BMC shall not be responsible for any lack on information during tender process.
- (i) BMC shall declare the name and designation of the Nodal Officer as a single point of contact for all official communication, settlement of monthly payments, supervision of day to day operation and reporting
- (j) BMC shall consider to allow extended time period for any kind of unforeseen contingencies leading to stoppage of work apart from force majeure conditions, provided sufficient justification is there for such relaxation.
- (k) After successful execution of work, the experience certificate shall be issued to the Consortium members of this JV as per percentage of equity share mentioned in Annexure-III (Description of bidder) of RFP document submitted to BMC.
- (l) Approval by the Employer:**
- (a) The contractor shall submit the specifications and the drawings showing the proposed works and Temporary Works as required to the Employer, who is to approve them if they comply with the Specifications and Drawings.
- (b) The Agency shall be responsible for the design of the Works.
- (c) The Employer's approval shall not alter the Agency's responsibility for design of all the project's work including Temporary Works
- (d) The Agency shall obtain approval of third parties for the design of the temporary Works where required.
- (e) The Agency shall submit the working Drawings for all the works under the contract as applicable or required.

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

- (f) All Drawings including prepared by the Agency for the execution of the permanent or temporary Works, are subject to prior approval by the Employer before their use.
- (m) **Safety:** The Agency shall be responsible for the safety of all activities on the Site.
- (n) **Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Agency is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.
- (o) **Access to the Site:** The Agency shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- (p) The Agency shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

  
Secretary  
Jagruti Welfare Organisation

  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

ବିଜୟ ଅମୃତା କୁଲାଙ୍ଗେ. ଭା.ପ୍ର.ସେ

ଆୟୁକ୍ତ

Vijay Amruta Kulange, IAS  
COMMISSIONER



Annexure - X

No. 4859 / Date 31-01-24  
XXXXX-1 5 WMPMV-112/ 2023-24

To,

The Chairman cum Managing Director,  
Oil India Ltd.,  
Plot no. 19, Oil House, Sector-16 A,  
NOIDA, Uttar Pradesh- 201301

Sub: Proposal for Establishment of Compressed Bio-Gas facility with 200 TPD Segregated Bio-degradable waste input feedstock in Bhubaneswar

Ref: Oil India Ltd. Letter: CMD/OIL/4/1/1 dated 15.08.2023

Sir,

With reference to the above cited subject and consequent upon receipt of your proposal towards Establishment of Compressed Bio-Gas facility with 200 TPD segregated MSW input feedstock extendable up to 300 TPD in Bhubaneswar, I am to say that Bhubaneswar Municipal Corporation appreciates the keen interest shown by Oil India Ltd. in associating with Bhubaneswar Municipal Corporation towards generation of green energy from Municipal Solid Waste that would ultimately lead to a climate resilient future. It is expected that Oil India Ltd. with its impeccable experience in production of Petroleum products and Natural Gas can shape a new solution to this emerging technology in waste management domain.

Presently, Municipal Solid Waste to the tune of 900 tons per day is generated within the jurisdiction of Bhubaneswar Municipal Corporation which is expected to grow with increasing spread of the Corporation and rapid urban growth witnessed in the recent past. Out of the total 900 tons per day generation of MSW, around 450 tons per day of bio-degradable wet waste is being generated within BMC. Till date 36 nos. of Micro Composting Centre (MCC) has been established by Bhubaneswar Municipal Corporation wherein 110 tons of bio-degradable wet waste are being managed every day and the remaining 340 tons are being managed at the Integrated Waste Management Facility near Sainik School, Bhubaneswar as an interim arrangement till mega facilities such as Bio-methanation unit is brought on ground. For establishment of such facility, land parcel is available at Meherpalli.

Subsequent, to the receipt of proposal from Oil India Ltd., several meetings have been held at BMC level as well as at the level of Government in Housing & Urban



**BHUBANESWAR MUNICIPAL CORPORATION**

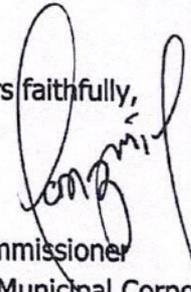
BMC - ICOMC Tower | Janpath | Unit- IX | Bhoi Nagar  
Bhubaneswar - 751007 | Odisha | web : bmc.gov.in  
Tel.: 0674 - 2431531 | e\_mail : commissioner@bmc.gov.in

development Department, Odisha wherein it was stated that Oil India Ltd. will invest on Capital and Operational Expenditure to be incurred for establishment, operation and maintenance of Compressed Bio-gas facility with role of Bhubaneswar Municipal Corporation providing adequate size of land parcel and sourcing of minimum 200 Tons of segregated wet waste per day for feedstock of the plant.

However, it was proposed by Oil India Ltd. explore the viability of the project by moving ahead with assessment of Techno-Commercial viability of the project by hiring of a consulting firm to prepare a Detailed Project Report.

In view of the above, authorisation is hereby granted in favour of Oil India Ltd. to engage its consultant for assessment of technical and commercial viability of the project along with access to all waste management sites and available land parcel at Meherpalli for such purpose. The Detailed Project Report after its completion latest by 15.02.2024 must be shared with Bhubaneswar Municipal Corporation for further scrutiny and providing inputs, if required in order to arrive at the terms of a definitive Agreement that shall be final and binding on both the parties. We assure you all support and co-operation for preparation of Detailed Project Report.

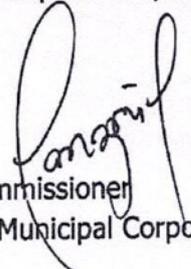
Yours faithfully,

  
Commissioner

Bhubaneswar Municipal Corporation

Memo no. 4860 / Dated 31-01-24 /

Copy to Principal Secretary to Housing & Urban Development Department, Odisha for kind information.

 31/1  
24  
Commissioner

Bhubaneswar Municipal Corporation



**BHUBANESWAR MUNICIPAL CORPORATION**

BMC - ICOMC Tower | Janpath | Unit- IX | Bhoi Nagar  
Bhubaneswar - 751007 | Odisha | web : [bmc.gov.in](http://bmc.gov.in)  
Tel.: 0674 - 2431531 | e\_mail : [commissioner@bmc.gov.in](mailto:commissioner@bmc.gov.in)



Annexure - XI

## Bhubaneswar Municipal Corporation

No. 2919 / Date 17-01-2024 /

Phone no. 0674-2431253, e-mail: [info@bmc.gov.in](mailto:info@bmc.gov.in)



To,

M/s. Jainum Food & Waste Projects Pvt. Ltd.,  
Industrial area-1, behind TATA Exports, Dewas (M.P)

Sub: "Design, Procurement, Installation & Commissioning of 15 TPD Semi-automatic MRF plant at TTS"- Letter of Award.

Ref: Tender Reference no. BMC-DC (SAN)/54360 dated. 15.11.2023  
Tender ID: 2023\_ORULB\_97175\_1  
Clarification to Pre-bid Query: No. 57271 dated. 01.12.2023

Sir,

In inviting reference to your Technical and Financial Proposal submitted in response to our Tender Reference no. BMC-DC (SAN)/54360 dated 15.11.2023 for "Design, Procurement, Installation & Commissioning of 15 TPD Semi-automatic MRF plant at TTS", we are pleased to inform you that the Competent Authority has duly accepted and approved the bid submitted by M/s. Jainum Food & Waste Projects Pvt. Ltd at the negotiated rate of Rs. 2,04,67,100/- (Rupees Two Crore four lakh sixty seven thousand and one hundred) only inclusive of GST towards establishment of 15 TPD Semi-automatic MRF plant at TTS.

The above acceptance shall be subject to compliance of the following terms by the "Selected Bidder":

- 1- The Selected agency, for due and faithful performance of its obligations under the Management Contract, shall require to provide a "Performance Security" of the value equivalent to 5% of the contract value arriving at Rs. 10,23,355/- (Rupees ten lakh twenty three thousand three hundred and fifty five) only in shape of a 'Bank Guarantee' from a scheduled bank having its branch at Bhubaneswar, to Bhubaneswar Municipal Corporation within 15 days of receiving of LOA/Purchase order. The performance security shall remain valid till twelve months from the date of issue of this LoA.
- 2- The agency shall adhere to the conditions mentioned in clause 2.1.1 of the DTCN for supply of mechanical equipment's.
- 3- The agency shall submit all drawings, plan of action for supply, installation, erection and commissioning of MRF as mentioned under clause 3.8 within 15 days of issue of this LoA.
- 4- The agency shall ensure supply of all equipment required for the MRF within 60

days and ensure its erection and commissioning within a period of 75 days from the date of issue of this LoA.

- 5- The agency shall deliver the material at Temporary Transfer Station (TTS), Gadakana, Bhubaneswar. The person to be contacted during delivery of machinery at TTS is Mr. Aniket Ray (Mechanical Engineer, SBA Cell: Mob: 7008383806).
- 6- The agency shall deploy three (3) dedicated skilled manpower (Operation Manager-1 no., Technical Operator & Mechanical Maintenance Person-2 nos.) for operation and maintenance of the plant initially for a period of twelve (12) months which may further extendable to another twelve (12) months as decided by BMC and on Mutual consent of both the parties. The qualification of the personnel to be deployed by the agency is as per clause 2.1 (j).

Any Failure to meet the above conditions will result in a breach of Terms specified in the bid document and Bhubaneswar Municipal Corporation shall be entitled to cancel the award without being liable, in any manner whatsoever, to the bidder and BMC shall also reserve the right to blacklist the Selected Bidder.

Further, you are required to comply the following conditions after completion of entire supply.

- 1- The successful bidder for faithful performance of its obligation under the Annual Maintenance Contract (1 yr) shall submit a Performance Security of the value equivalent to 10% of the AMC Contract Value for one year arriving at Rs. **35,400/- (Rupees thirty five thousand four hundred)** only within a period of 60 days of issue of LoA. The AMC Performance Security submitted shall remain valid for a period of two (2) years from the date of issue of LoA.
- 2- The Successful bidder shall execute an Annual Maintenance Contract with BMC for one year (12 months). The detailed terms and conditions of AMC will be provided in the agreement.

You are therefore requested to do the needful as outlined in this letter to facilitate the Design, Procurement, Installation & Commissioning of 15 TPD Semi-automatic MRF plant at TTS.

Yours faithfully,

  
Dy. Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation  
17/01/2024

Memo no. 2915 /BMC, Dated 17-01-2024 /

Copy Submitted to Additional Commissioner-II, BMC/ Chief Finance Officer, BMC/City Engineer, BMC /Executive Engineer (Sanitation) I/c. BMC/AEE (Mechanical), BMC for kind information.

  
Dy. Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

Memo no. 2916 /BMC, Dated 17-01-2024 /

Copy to PA to Hon'ble Mayor, BMC/PA to Commissioner, BMC for kind information of Hon'ble Mayor and Commissioner respectively.

  
Dy. Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation



**Bhubaneswar Municipal Corporation**

No. 11096 / Date 29.02.2024

Phone no. 0674-2431253, e-mail: [info@bmc.gov.in](mailto:info@bmc.gov.in)

XXXXX - 11-JWMPMV - 42/2024-20



To,

M/s. Jainum Food & Waste Projects Pvt. Ltd.,  
Industrial area-1, behind TATA Exports, Dewas (M.P)

Sub: "Design, Procurement, Installation & Commissioning of 150 TPD Semi-automatic MRF plant at Palasuni"- Letter of Award.

Ref: Tender Reference no. BMC-DC (SAN)/58952 dated. 12.12.2023

Tender ID: 2023\_ORULB\_98271\_1

Clarification to Pre-bid Query: No. 62351 dated.30.12.2023

Corrigendum-2: No- 1942 dated-09.01.2024

Corrigendum-3: No- 2680 dated- 13.01.2024

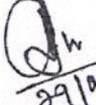
Corrigendum-4: No- 3009 dated-18.01.2024

Sir,

In inviting reference to your Technical and Financial Proposal submitted in response to our Tender Reference no. BMC-DC (SAN)/58952 dated 12.12.2023 for "Design, Procurement, Installation & Commissioning of 150 TPD Semi-automatic MRF plant at Palasuni", we are pleased to inform you that the Competent Authority has duly accepted and approved the bid submitted by M/s. Jainum Food & Waste Projects Pvt. Ltd at the negotiated rate of Rs. 3,99,96,100/- (Rupees Three Crore ninety nine lakh ninety six thousand one hundred) only inclusive of GST towards establishment of 150 TPD Semi-automatic MRF plant at Palasuni.

The above acceptance shall be subject to compliance of the following terms by the "Selected Bidder":

- 1- The Selected agency, for due and faithful performance of its obligations under the Management Contract, shall require to provide a "Performance Security" of the value equivalent to 5% of the contract value arriving at Rs. 19,99,805/- (Rupees Nineteen lakh ninety nine thousand eight hundred five) only in shape of a 'Bank Guarantee' from a scheduled bank having its branch at Bhubaneswar, to Bhubaneswar Municipal Corporation within 15 days of receiving of LOA/Purchase order. The performance security shall remain valid till twelve months from the date of issue of this LoA.
- 2- The agency shall adhere to the conditions mentioned in clause 2.1.1 of the DTCN for supply of mechanical equipment's.
- 3- The agency shall ensure to achieve the capacity of 150 ton/day in maximum 10 hours of operation in a day i.e., the capacity of 15 ton/hr.
- 4- The agency shall submit all design & drawings as mentioned in clause no-3.5 within

  
29/02/2024

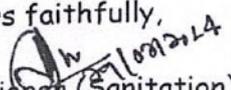
- 15 days of issue of this LoA and shall ensure supply, installation, erection and commissioning of MRF within the timeline as mentioned under clause 3.8.
- 5- The agency shall ensure supply of all equipment required for the MRF within 60 days and ensure its erection and commissioning within a period of 75 days from the date of issue of this LoA.
  - 6- The agency shall deliver the material at Palasuni, Bhubaneswar. The person to be contacted during delivery of machinery at Palasuni is Mr. Aniket Ray (Mechanical Engineer, SBA Cell: Mob: 7008383806).
  - 7- The agency shall deploy four (4) dedicated skilled manpower (Operation Manager- 2 no., Technical Operator & Mechanical Maintenance Person-2 nos.) for operation and maintenance of the plant initially for a period of twelve (12) months which may further extendable to another twelve (12) months as decided by BMC and on Mutual consent of both the parties. The qualification of the personnel to be deployed by the agency is as per clause 2.1 (j).

Any Failure to meet the above conditions will result in a breach of Terms specified in the bid document and Bhubaneswar Municipal Corporation shall be entitled to cancel the award without being liable, in any manner whatsoever, to the bidder and BMC shall also reserve the right to blacklist the Selected Bidder.

Further, you are required to comply the following conditions after completion of entire supply.

- 1- The successful bidder for faithful performance of its obligation under the Annual Maintenance Contract (1 yr) shall submit a Performance Security of the value equivalent to 10% of the AMC Contract Value for one year arriving at Rs. 84,960/- (Rupees Eighty four thousand nine hundred sixty) only within a period of 60 days of issue of LoA. The AMC Performance Security submitted shall remain valid for a period of two (2) years from the date of issue of LoA.
- 2- The Successful bidder shall execute an Annual Maintenance Contract with BMC for one year (12 months). The detailed terms and conditions of AMC will be provided in the agreement.

You are therefore requested to do the needful as outlined in this letter to facilitate the Design, Procurement, Installation & Commissioning of 150 TPD Semi-automatic MRF plant at Palasuni.

Yours faithfully,  
  
Dy. Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

Memo no. 11097 /BMC, Dated 29/02/2024 /

Copy Submitted to Additional Commissioner-II, BMC/ Chief Finance Officer, BMC/City Engineer, BMC /Asst. Commissioner (Sanitation)/Executive Engineer (Sanitation) I/c. BMC/AEE (Mechanical), BMC for kind information.

  
Dy. Commissioner (Sanitation)

Bhubaneswar Municipal Corporation

Memo no. 11098 /BMC, Dated 29/02/2024 /

Copy to PA to Hon'ble Mayor, BMC/PA to Commissioner, BMC for kind information of Hon'ble Mayor and Commissioner respectively.

  
Dy. Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

Annexure - XIII

# Bhubaneswar Municipal Corporation

Phone no. 0674-2431253, e-mail: [info@bmc.gov.in](mailto:info@bmc.gov.in)



Letter No. 46822 /BMC, dtd. 03/10/2023  
XXXXX-II-SNM-PMU.124/2023-2024

To,  
Sri Sandeep Reddy V  
M/s Mirai Enviro Solutions Pvt. Ltd.  
201, Cyber Elite Rama Bhupal Chambers, Hitex Road, Izzthnagar, Kondapur,  
Hyderabad, Telangana – 500084

Sub: Work order for Supply, Installation and Commissioning of Waste Disposal System  
CYGNUSX1 in Bhubaneswar Municipal Corporation for scientific disposal of domestic  
hazardous waste.

Ref: Tripartite Agreement dated 30.09.2023

Sir,

With reference to the above cited subject and consequent upon execution of the Tripartite Agreement between Bhubaneswar Municipal Corporation, SNM Group and your Agency for Supply, Installation and Commissioning of Waste Disposal System CYGNUSX1 in Bhubaneswar Municipal Corporation for scientific disposal of domestic hazardous waste, the Competent Authority of Bhubaneswar Municipal Corporation has decided to issue work order. This work shall be executed by your agency through CSR support of M/s SNM Group and the payment of the same shall be directly borne by M/s SNM Group upon recommendations of Bhubaneswar Municipal Corporation.

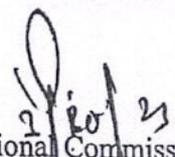
The total cost towards Supply, Installation and Commissioning of Waste Disposal System CYGNUSX1 with warranty and O&M support for a period 1 year from the date of this work order shall not exceed Rs. 5,50,00,000/- (Rupees Five crores and fifty lakhs) only. Your agency shall require to comply with all terms and conditions in a time bound manner.

Yours faithfully,

  
Additional Commissioner  
Bhubaneswar Municipal Corporation

Memo no. 46823 /Dated 03/10/2023

Copy to M/s SNM Group, Archid J. K. House, B-15, 2nd Floor, Flat No 301, BJB Nagar,  
Bhubaneswar 751014 for information and necessary action.

  
Additional Commissioner  
Bhubaneswar Municipal Corporation

Memo no. 46824 / Dated 03/10/2023/

Copy to City Engineer, BMC/ Dy. Commissioner (Sanitation), BMC/ Executive Engineer (Sanitation), BMC/ AEE (Mechanical), BMC for information and necessary action.

  
Additional Commissioner

Bhubaneswar Municipal Corporation

Memo no. 46825 / Dated 03/10/2023/

Copy to P.A. to Hon'ble Mayor, BMC/ P.A. to Commissioner, BMC for kind information of Hon'ble Mayor and Commissioner respectively..

  
Additional Commissioner

Bhubaneswar Municipal Corporation