

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
EASTERN ZONE BENCH, KOLKATA  
ORIGINAL APPLICATION NO. 50/2024/EZ

IN THE MATTER OF:  
SUBHAS DATTA

.... APPLICANT

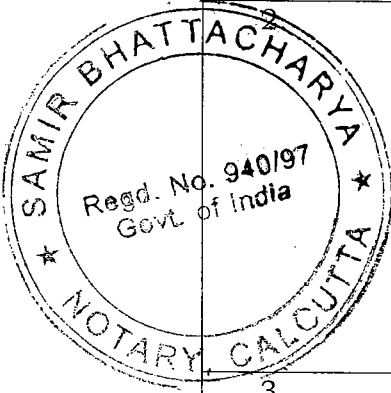
VERSUS

STATE OF WEST BENGAL & OTHERS

.... RESPONDENTS

INDEX

Sl. No.	PARTICULARS	ANNEX	PG.
1.	Affidavit	--	2 - 6
	Copy of letter bearing Memo No. 16/Consy. Dated 18.07.2024. Inclusive of: a. Action Taken Report; b. By-Laws of Fine; c. Photographs.	A	7 - 25
3.	Agreement dated 22/10/2024 between Darjeeling Municipality, Central Mechanical Engineering Research Institute [CSIR] and CSIR - Institute of Himalayan Bioresource Technology	B	26 - 30



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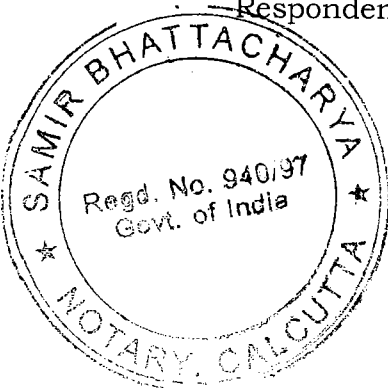
VERSUS

STATE OF WEST BENGAL & OTHERS  
....RESPONDENTS

AFFIDAVIT ON BEHALF OF THE RESPONDENT NO. 6 – DARJEELING  
MUNICIPALITY

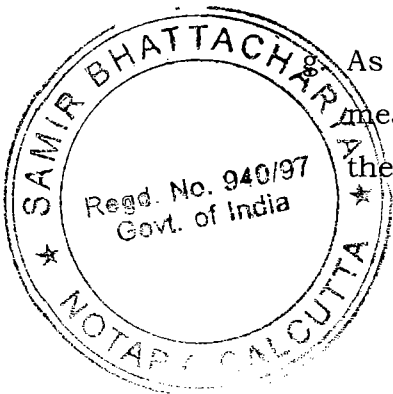
I, Dipen Thakuri, son of Dil Kumari Thakri, aged 47 years, Hindu by faith, the incumbent Chairman, Darjeeling Municipality, Ladenla Road, P.O./P.S. & District Darjeeling, West Bengal – 734101, do hereby solemnly affirm and declare as under:

1. That I am the Chairman, Darjeeling Municipality and for myself and Respondents No. 6 to affirm this Affidavit. I am acquainted with the facts and circumstances of the instant case and thus competent to swear this Affidavit.
2. That I am swearing this Affidavit in compliance to the solemn order of this Hon'ble Tribunal passed on 29.08.2024 directing the Respondent to file an affidavit and action taken report.



And in compliance to the said order the Answering Respondent herein has commenced and undertaken the following actions:

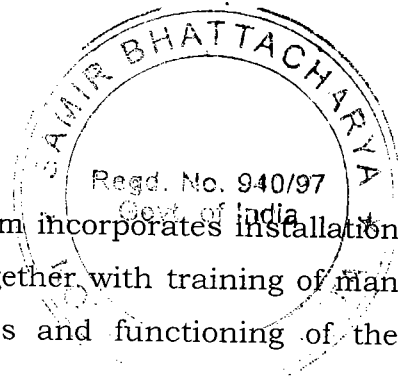
- a. Distribution of 3000 bins [Blue and Green] have been made across 32 Municipal Wards covering most areas inclusive of ones with major tourist footfall.
- b. Under the SWM Project in all 32 Wards – collection of 100% segregated solid waste has been achieved.
- c. For collection of the 100% segregated solid waste under the SWM Project in all 32 Wards 405 *Nirmal Bandhus*, 85 *Nirmal Sathis*, 18 FOT Drivers and 52 FOT Helpers have been deployed.
- d. The non-degradable waste so accumulated are lifted on daily basis by *Nirmal Bandhus*.
- e. Segregation at home and pioneer project of home composting of the waste has been started in Ward Nos. 1, 2, 3, 5, 7, 14, 17, 29, 31 and 32.
- f. A team has been set up to monitor the dumping yard at Ward No. 17 – Amar Jyoti Gram to avert any accidents of fire.



As a matter of abundant precaution water hydrants as a measure of firefighting mechanism have been installed at the dumping yard.

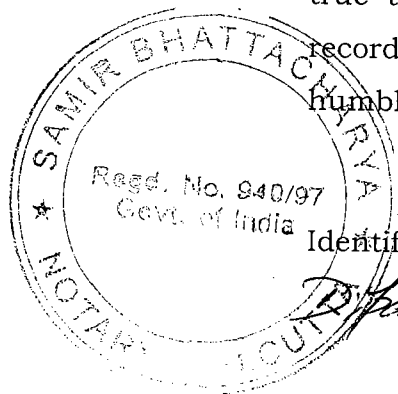
- h. Establishment of Central Processing Unit is in the pipeline due to the approach road yet to be completed by the Urban Development & Municipal Affairs Department and Municipal Engineering Directorate, Government of West Bengal.
- i. IEC activities – miking, imparting of message via local cable operators, display boards and hoarding in order to curtail littering and open dumping are disseminated.
- j. Imposition of fines for violation of strictures have been drafted and implemented by the Chairman-in-Council as per Solid Waste Management Rules, 2016.
3. That I am appending [as ANNEXURE – A] for the Hon'ble Tribunal's perusal a copy of letter bearing Memo No. 16/Consy. Dated 18.07.2024 issued by me to Sri Joly Choudhary, WBCS (Exe.), Additional Secretary, UD&MA Department & Additional Director, SUDA; highlighting the Action Taken Report.
4. ANNEXURE – A includes Status of Work in Progress by Darjeeling Municipality under 7 Projects depicting the progress of work. However, due to various impediments substantiated therein the said projects are stalled.
5. I submit that the Darjeeling Municipality has already entered into a binding agreement with Central Mechanical Engineering Research Institute [CSIR] and CSIR – Institute of Himalayan Bioresource Technology on 22/10/2024; whereby the parties to the agreement are working towards establishment of municipal





waste disposal system. The said system incorporates installation and commissioning of machineries together with training of man power associated with the operations and functioning of the machinery.

- 6. I submit that the machine for treating municipal waste disposal is due installation in the first week of December 2024 at Darjeeling. I have made ANNEXURE - B as the Agreement dated 22/10/2024 between Darjeeling Municipality, Central Mechanical Engineering Research Institute [CSIR] and CSIR - Institute of Himalayan Bioresource Technology as part of my Affidavit.
- 7. I therefore pray that the Hon'ble Tribunal may kindly pass such necessary order(s) as it may deem fit and proper for meeting the ends of justice.
- 8. The Respondent NO. 5 crave the leave to this Hon'ble Court to file further affidavit if necessary for proper adjudication of this case.
- 9. The statements made hereinabove in Paragraph Nos.1 to 5 are true to the best of my knowledge and belief derived from the records maintained by my Office and Paragraph No. 6 to 7 is my humble prayer to this Hon'ble Tribunal.

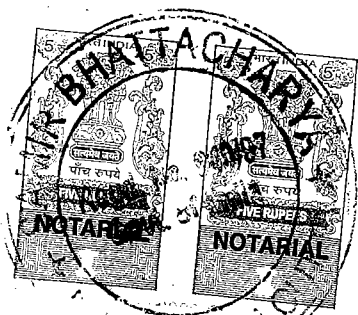


Identified by me  
*Dipankar Ghosh*

Advocate

*[Signature]*

DEPONENT  
Chairman  
Darjeeling Municipality  
Darjeeling



Signature/s of the Executant/s are Attested in the Identification of the Advocate

Samir Bhattacharya  
Notary Govt. of India  
Regd. No. 940/97  
City Civil Court, Calcutta

11 DEC 2024

Notary

*[Signature]*



## VERIFICATION

I, the Deponent above-named, do hereby verify and declare that the statements made in paragraphs are true and correct to the best of my knowledge and information and I believe that nothing material has been concealed there from.

Verified at Darjeeling on 1st day of November, 2024.

Prepared by me

Advocate

DEPONENT

Chairman  
Darjeeling Municipality  
Darjeeling



DARJEELING MUNICIPALITY  
1, Ladenla Road, Darjeeling  
Dist. Darjeeling, Pin 734101

Email : [darjeeling.municipality1850@gmail.com](mailto:darjeeling.municipality1850@gmail.com)

Memo No : 16/Cond.

Date : 18.07.2024

From,

The Chairman,  
Darjeeling Municipality,  
Darjeeling.

To,

Shri Joly Choudhary, WBCS (Exe.)  
Additional Secretary, UD & MA Department &  
Additional Director, SUDA.

Subject : Submission of Action Taken Report in connection with Hon'ble NGT matter being Original Application No.50/2024/EZ (Subhas Datta Vs State of West Bengal & Ors.)

Sir,

As per Memo No. SUDA-UDMA-15011(15)/3/20245263 dated 16.07.2024, this is to bring to your kind notice that the dumping site situated at Amar Jyoti Gram, Ward No. 17 of Darjeeling Municipality was started since 1983, and has been catering to all the garbage disposal needs till date. An average of 30-35 metric tons of segregated waste is being dumped at the said site regularly. Apart from it, the dumping site at Amar Jyoti Gram, Ward No. 17 was the best suited site for dumping garbage, as it is 3 kms downhill and gives more safety as per its location.

Out of a total of 10,000 nos. of 100 litre coloured bins (Blue & Green) procured, a total of 3000 nos. of 100 litre bins (Blue & Green) have already been placed at respective areas and major tourist footfall areas, within the 32 wards of Darjeeling Municipality, and the garbage dumped therein are lifted on a daily basis.

Monitoring Teams to ensure no accident of fire takes place at the dumping site have been setup. And also mechanisms such as Water Hydrants have been installed at the said site, if any situation arises.

With the help of Urban Development & Municipal Affairs Department and Municipal Engineering Directorate, Government of West Bengal, the work of a new approach road has been started for construction of sorting yard for solid waste processing, along with High Hill slope areas, with necessary land development, since 29.9.2023. This is for the future where segregation point (Central Processing Unit) and further on landfill, where degradable and non-degradable waste would be taken care of.

The report of the progress of Solid Waste Ancillary Works by the MED has been enclosed.

Collection of 100% segregated solid waste has been achieved in all the 32 wards of Darjeeling Municipality, which was started under SWM Project w.e.f 05.06.2022. The details

of Nirmal Bandhus and Nirmal Sathis deployed under Solid Waste Management Project are as follows :

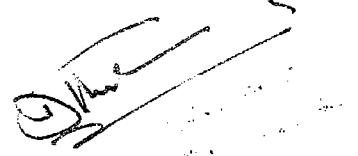
Nirmal Bandhu	:	405
Nirmal Sathi	:	85
FOT Drivers	:	18
FOT Helpers	:	52

Some of the measures taken up by Darjeeling Municipality to stop dumping or reduce the quantity of waste that is dumped in the dumping site are Segregation at source, practiced in all the 32 wards of Darjeeling Municipality, and Home Composting. Pioneer projects of Home Composting have already been started in Ward No. 1,2,3,4,5,7,14,17,29,31 and 32. Non-degradable waste are collected by the Nirmal Bandhu, under the supervision of Nirmal Sathis, and then handed over to the Scrap dealers, who takes it down to Siliguri.

Apart from it, once the Central Processing Unit is put in place, the legacy solid waste and garbage heaps down the hill will be taken up. IEC activities such as miking, message through local cable operators, display boards and hoardings to stop littering or open dumping, for general awareness of all sections of the society have already been taken up.

By-laws on imposition of fines under Solid Waste Management under Darjeeling Municipality was approved in the meeting of Chairman-In-Council held on 21.09.2023, as per Solid Waste Management Rules 2016 and as per protocol of getting Garbage Free City Certification, and the same was notified for public validation. Accordingly, fines have been imposed, for prohibiting open garbage dumping, as per Chapter XVII (Sub-Section 271,272 & 273)

A copy of the by-laws has also been enclosed herewith.



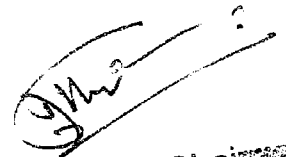
Chairman,  
Darjeeling Municipality,  
Darjeeling.

Date : 18.07.2024

Memo No : 16/Cem

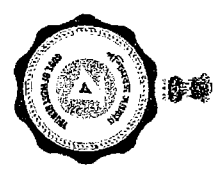
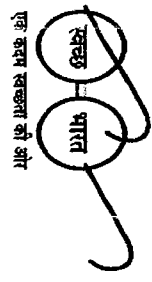
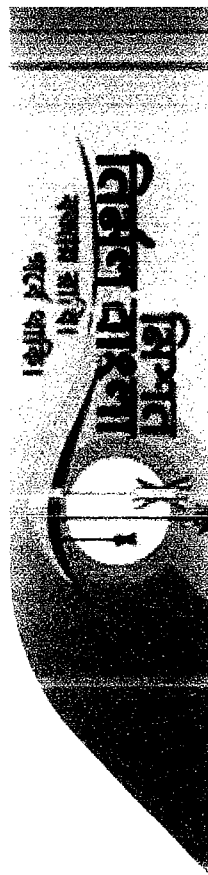
Copy forwarded for perusal and necessary action to :

1. District Magistrate, Darjeeling.
2. Sub-Divisional Officer, Darjeeling.
3. The Engineering Section, SUDA.
4. Sr. PS to Additional Chief Secretary, Environment Department.
5. Sr. PS to Principal Secretary, UD & MA Department.



Chairman,  
Darjeeling Municipality,  
Darjeeling.

Chairman  
Darjeeling Municipality  
Darjeeling



# Progress Of SWM Ancillary Works.

M.E.Dte

Name of Town: Durgam

Population: 1,20,414Nos (2011 Census + Floating Population)

Holding: 14,000 Nos

Total Ward of Municipality: 32No's

Quantity of Waste:

Domestic Waste: 33.11 MT

Market Waste: 14.00 MT

Garden / Agricultural Waste: 0.50 MT

Hotel Waste: 9.01MT

Trade Waste: 8.00 MT

Others Waste: 2.20 MT

Total Quantity of Waste: 66.83 MT

SI No Name of the ULB

Darjeeling Municipality

1 Location of the land including distance from ULB and details of adjacent (if any) and adjacent road.

Bellow Darjeeling Crematorium Building,  
Co-Ordinate Is Taken In HGPS E=624783.00 m,  
(Approx. E=88°15'26")  
N=2991522.00 m, (Approx. N=27°02'23")  
Z-1848m To Z-1795m

2 Area of land

Total Area Available at That Site is **18.23 Acres.**

3 Distance from adjacent water Body (if any)

No Water Body Present With in 2.0km Distance.

4 Land profile  
(Low-high etc. with respect to adjacent road)

RL Adjacent Road=1855m.  
RL for Starting Point of the Land=1848m.  
RL for End Point of the Land=1795m.

# TENDER DETAILS

SL No	Project Name	AA&FS/ Estimated Amount (Rs)	AA&FS Issue No.	Date	NIT No & date	Tender ID	Work order Date.
1	Construction of RCC Cantilever retaining wall of 5m and 4m Height.	48,58,774.00	SUDA-15014(17)/45/2022-ENGG SEC(SUDA)-SUDA/4711	14.06.2023	NIT NO:-04 of EE/SLG/2022-23, Date:-19.06.2023,	2023_MAD_543537_5	29.09.2023
2	Construction of Jhora (Drop Guide) and Storm water Drain within.	28,68,539.00	SUDA-15014(17)/45/2022-ENGG SEC(SUDA)-SUDA/4711	14.06.2023	NIT NO:-04 of EE/SLG/2022-23, Date:-19.06.2023,	2023_MAD_543537_3	29.09.2023
3	Construction of Gravity Retaining Wall of approximate height of 3.50m and 2.70m height.	27,59,540.00	SUDA-15014(17)/45/2022-ENGG SEC(SUDA)-SUDA/4711	14.06.2023	NIT NO:-04 of EE/SLG/2022-23, Date:-19.06.2023,	2023_MAD_543537_6	29.09.2023
4	Construction of RCC Counter fort retaining Wall of Wall of approximate height of 6.50m	29,15,306.00	SUDA-15014(17)/45/2022-ENGG SEC(SUDA)-SUDA/4711	14.06.2023	NIT NO:-04 of EE/SLG/2022-23, Date:-19.06.2023,	2023_MAD_543537_4	29.09.2023
5	Construction of Sorting Yard for Solid Waste Processing along High Hill slope areas With necessary Land Development.	36,96,594.00	SUDA-15014(17)/45/2022-ENGG SEC(SUDA)-SUDA/4711	14.06.2023	NIT NO:-04 of EE/SLG/2022-23, Date:-19.06.2023,	2023_MAD_543537_1	29.09.2023
6	Construction of Bituminous Macadam with Mastic Asphalt for approach road and RCC Culvert.	57,47,966.00	SUDA-15014(17)/45/2022-ENGG SEC(SUDA)-SUDA/4711	14.06.2023	NIT NO:-04 of EE/SLG/2022-23, Date:-19.06.2023,	2023_MAD_543537_2	29.09.2023

# STATUS OF WORK PROGRESS



Sl. No	ULB Name	Name of Division, MED	Project Name	Tender Amount	Work order Date.	Progress of work (in %)		Issues
						Physical	Financial	
1	Darjeeling	Siliguri	Construction of RCC Cantilever retaining wall of 5m and 4m Height.	₹ 45,95,933	29.09.2023	70%		Work is in progress. 1 <sup>st</sup> RA of amounting to Rs 28.39 Lakh Submitted to SUDA on 03.06.2024, but till date bills are not received by Agency. Due to delay of Payment works are hampering.
2			Construction of Jhora (Drop Guide) and Storm water Drain within.	₹ 27,55,149	29.09.2023	15%		Work will resume after construction of culvert between two hill.
3			Construction of Gravity Retaining Wall of approximate height of 3.50m and 2.70m height.	₹ 26,50,458	29.09.2023	10%		work kept Hold and will take over with Construction of Sorting yard.
4			Construction of RCC Counter fort retaining Wall of approximate height of 6.50m	₹ 27,60,147	29.09.2023	80%		Work Will completed soon. 1 <sup>st</sup> RA of amounting to Rs 19.54 Lakh Submitted to SUDA on 03.06.2024, but till date bills are not received by Agency. Due to delay of Payment works are hampering.
5			Construction of Sorting Yard for Solid Waste Processing along High Hill slope areas With necessary Land Development.	₹ 35,50,472	29.09.2023	15%		Work kept Hold as per instruction from SUDA.
6			Construction of Bituminous Macadam with Mastic Asphalt for approach road and RCC Culvert. (Length= 250m)	₹ 54,95,078	29.09.2023	15%		Work is in progress

-14-

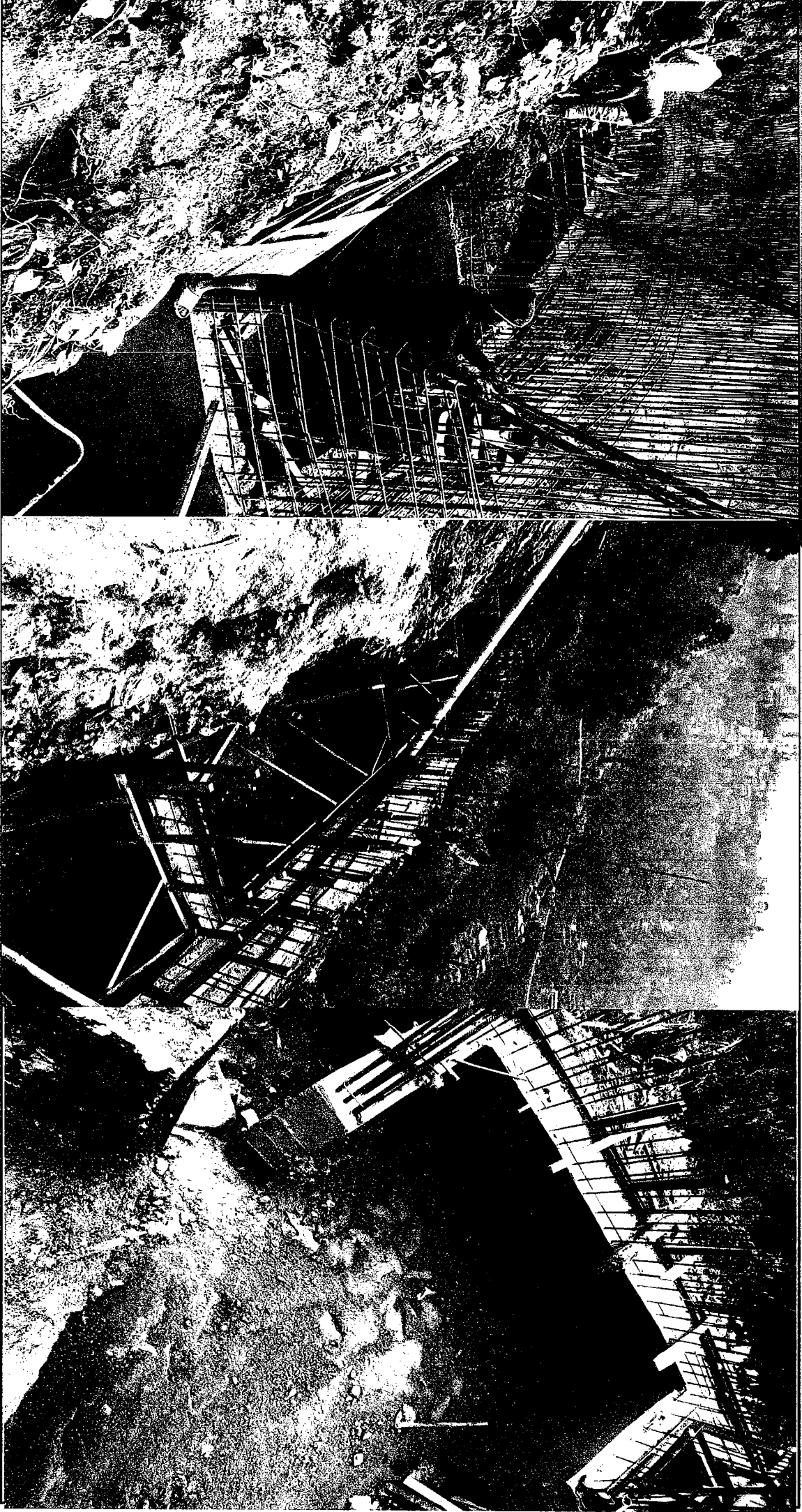
## STATUS OF WORK PROGRESS



SL No	ULB Name	Name of Division, MED	Project Name	Amount Put to Tender (Rs)	Work order Date.	Progress of work (in %)		Issues
						Physical	Financial	
7	Darjeeling	Siliguri	Construction of Multi Cell RCC Culvert for Solid Waste Management Project Under Darjeeling Municipality, Ward No - 17, Darjeeling.	74,41,582	Tender is in Progress			Tender is in Progress. Technical Bid Opening Date 18.07.2024

**The DM, Darjeeling Instruct to start the Preparation of DPR for Fresh Solid Waste Handling Plant as well as Solution of Legacy Waste as soon as possible.**

**DARJEELING SWM**

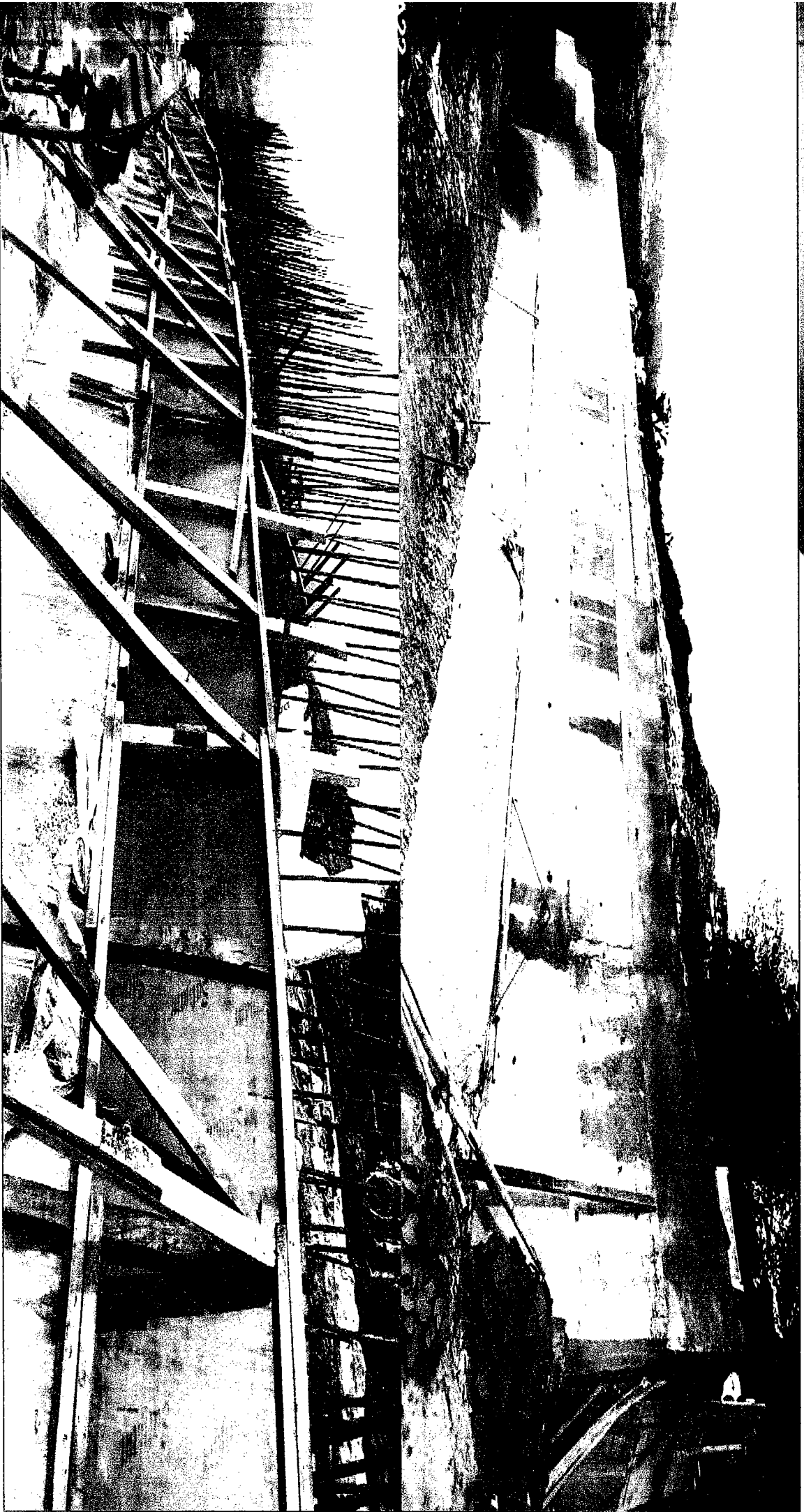


**DARJEELING SWM**



21-

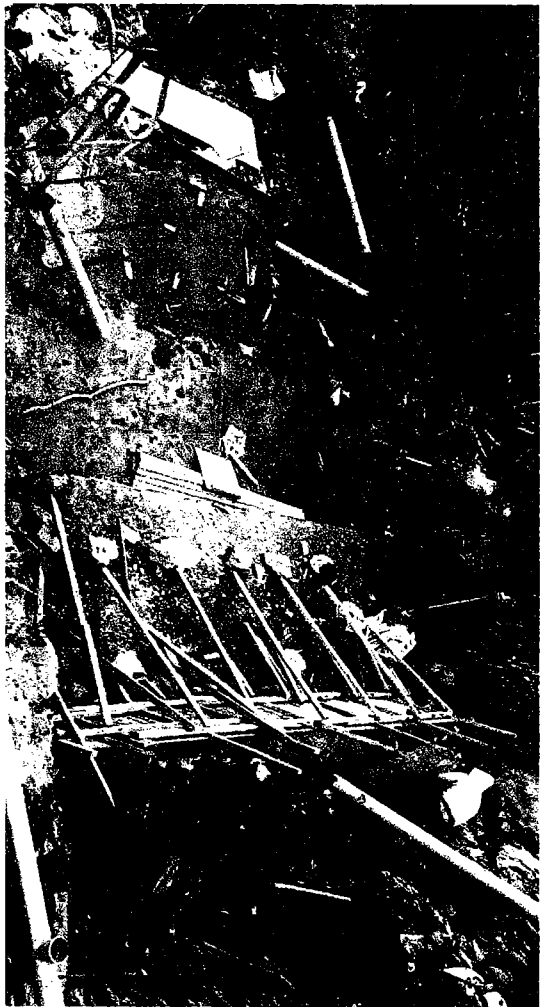
# DARJEELING SWM



# DARJEELING SWM



# DARJEELING SWM



# DARJEELING SWM



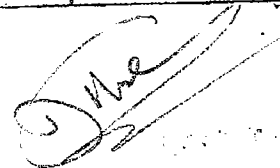
**SCHEDULE-B**

Fine to be levied by Darjeeling Municipality on the Offenders


No	Bye Law Ref.	Offence	Generators	Compounding Charges		
				First Instance	Second Instance	At every Repeated Instance
1	Ch	Non-Segregation of Solid Waste	Individual/Residential <i>Bulk generator</i>	Rs 300/ Rs 400/-	Rs 400/ Rs 600/-	Rs 500/ Rs 800/-
			Commercial & Institutional	Rs 600/-	Rs 850/-	Rs 1100/-
			Industrial	Rs 1100/-	Rs 1600/-	Rs 2100/-
2	Ch	Disregarding the provisions of bye-laws- storage of solid waste	Individual/Residential <i>Bulk generator</i>	Rs 300/ Rs 400/-	Rs 400/ Rs 600/-	Rs 500/ Rs 800/-
			Commercial & Institutional	Rs 600/-	Rs 850/-	Rs 1100/-
			Industrial	Rs 1100/-	Rs 1600/-	Rs 2100/-
3	Ch	Disregarding the provisions of bye-laws- delivery and collection of solid waste	Individual/Residential <i>Bulk generator</i>	Rs 300/ Rs 400/-	Rs 400/ Rs 600/-	Rs 500/ Rs 800/-
			Commercial & Institutional	Rs 600/-	Rs 850/-	Rs 1100/-
			Industrial	Rs 1100/-	Rs 1600/-	Rs 2100/-
4	Ch	Disregarding the provisions of bye-laws- wet waste processing	Individual/Residential <i>Bulk generator</i>	Rs 600/ Rs 500/-	Rs 850/ Rs 700/-	Rs 1100/ Rs 900/-
			Commercial & Institutional	Rs 1100/-	Rs 1600/-	Rs 2100/-
			Industrial	Rs 1100/-	Rs 1600/-	Rs 2100/-
5	Ch	Non-Payment of applicable User Fees	Individual/Residential <i>Bulk generator</i>	Rs 300/ Rs 400/-	Rs 400/ Rs 600/-	Rs 500/ Rs 800/-
			Commercial & Institutional	Rs 600/-	Rs 850/-	Rs 1100/-
			Industrial	Rs 1100/-	Rs 1600/-	Rs 2100/-
6	Ch	Breach of responsibilities or bye-laws by Generators, not penalized under any other heading.	Individual/Residential <i>Bulk generator</i>	Rs 300/ Rs 400/-	Rs 400/ Rs 600/-	Rs 500/ Rs 800/-
			Commercial & Institutional	Rs 600/-	Rs 850/-	Rs 1100/-
			Industrial	Rs 1100/-	Rs 1600/-	Rs 2100/-


  
 Chairman  
 Darjeeling Municipality  
 Darjeeling

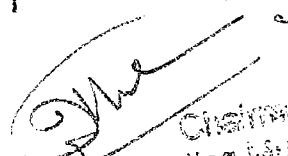
No.	Bye Law Ref.	Offensive Acts	Generator	Compounding Charges		
				First Instance	Second Instance	At every Repeated Instance
<b>Dumping or Littering of waste in and around:</b>						
1	Ch	Open/vacant land, gardens, playground, Public streets, roads, traffic islands, in a dustbin/vehicle not intended for the removal of the same, from moving /parked vehicles.	Individual/Residential	Rs 500/-	Rs 700/-	Rs 1000/-
			Commercial & Institutional	Rs 1000/-	Rs 1500/-	Rs 2000/-
			Industrial	Rs 2000/-	Rs 3000/-	Rs 4000/-
	Ch	Jhora or on drains.	Individual/Residential	Rs 500/-	Rs 700/-	Rs 1000/-
			Commercial & Institutional	Rs 700/-	Rs 900/-	Rs 1000/-
2	Ch	Educational institutions, hospitals and other healthcare institutions, religious places, heritage buildings.	All	Rs 1000/-	Rs 1500/-	Rs 2000/-
3	Ch	Accumulating of filth in premises for more than 24 hours; placing/depositing waste on own property in breach of bye-laws	Individual/Residential	Rs 500/-	Rs 750/-	Rs 1000/-
			Commercial & Institutional	Rs 1000/-	Rs 1500/-	Rs 2000/-
			Industrial	Rs 2000/-	Rs 3000/-	Rs 4000/-
4	Ch	Littering/defecation by pet/owned animals	All	Rs 500/-	Rs 700/-	Rs 1000/-
5	Ch	For not delivering (non-house hold) fish, poultry and meat waste in a segregated manner, as specified.	All	Rs 500/-	Rs 700/-	Rs 1000/-

  
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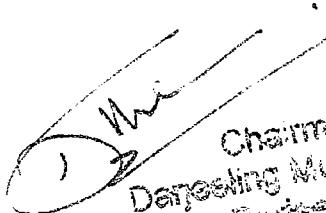
6	Ch	Disposal of Solid Waste by burning, dumping and/or unauthorized burial by any Bulk Waste generator.	All	Rs 25000/-		
7	Ch	Disposal of Solid Waste by burning, dumping and/or unauthorized burial by any non-Bulk Waste generator.	All	Rs 5000/-		
8	Ch	For not storing & delivering construction & demolition waste in segregated manner as specified.		Rs 5000/-		
9	Ch	Disposing of C&D waste or other waste in storm water drains, roads, pavements, etc.	All	Rs 5000/-	Rs 7500/-	Rs 10000/-
10	Ch	For a street vendor without a Container/waste basket and /or who does not deliver Solid Waste in a segregated manner as specified in the Bye-Laws.	All	Rs 750/-		
<b>Creating Public Nuisance</b>						
11	Ch	Spitting in public, Urinating in non- designated places, Washing clothes/utensils in non-designated places, Littering in order to feed animals or birds in non- designated places.	All	Rs 500/-		
12	Ch	Defecating in non- designated places.	All	Rs 500/-		
13	Ch	Damaging or removing Corporation's/agent's Infrastructure.	All	Rs 1000/-	Rs 1500/-	Rs 2000/-
14	Ch	Putting garbage on the common roads, ways, footpath by private hospitals, nursing homes, dispensaries etc.	All	2000/-		

  
 Chairman  
 Municipal Corporation  
 Bangalore

No.	Bye Law Ref.	Offence	Compounding Charges		
			First Instance	Second Instance	At every Repeated Instance
7	Ch	Production, distribution, storage, sale or use of plastic/thermocool etc. in violation of standards laid down under Plastic Waste Management rules or any other regulations.	Rs 5000/-	Rs 7000/-	Rs 10000/-
8	Ch	Non segregation of plastic at source/carrying, using or storing any plastic carry bags below the permissible limits or using plastic items in prohibited locations.	Rs 500/-	Rs 700/-	Rs 1000/-
9	Ch	Disposing of plastic waste in ways other than mentioned in the byelaws.	Rs 500/-	Rs 700/-	Rs 1000/-
10	Ch	Failure to register with Corporation for providing plastic carry bags to customers.	Rs 500/-	Rs 750/-	Rs 1000/-
11	Ch	Using or providing commodities in plastic carry bags, multi-layered packaging, plastic sheets or covers made of plastic sheets by retailers, street vendors in violation of Plastic Waste Management Rules 2016.	Rs 500/-	Rs 700/-	Rs 1000/-
12	Ch	Providing plastic carry bags to customers for free and effective control of use of unauthorized carry bags, pollution cost will be realized.	User	Shop owners	Rs 500/- Rs 700/- Rs 1000/-
<p><i>The Administrative fees for all Public nuisance related offences will be a minimum of Rs 1000/- and maximum of Rs. 2000 per offence</i></p>					
<i>Specific Offences</i>					

  
 Chairman  
 Dargahing Municipality  
 Dargahing

15	Ch	By putting the peels and remains of the vegetables while selling vegetables in common places, land and road side etc.	All		Rs 500/-
<i>The Administrative fees for all Public nuisance related offences will be a minimum of Rs 1000/- and maximum of Rs. 2000 per offence</i>					

  
Chairman  
Darjeeling Municipality  
Darjeeling

**AGREEMENT**

This Agreement (hereafter referred to as "Agreement") made and entered into force on 22 day of October, 2024, in Palampur, Himachal Pradesh, India.

**BETWEEN**

Darjeeling Municipality, having its registered offices at Laden La Road, Chauk Bazaar, Darjeeling, West Bengal 734 101 (hereafter referred to as "Darjeeling Municipality", which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assignees) **OF THE FIRST PART,**  
AND

CSIR-Central Mechanical Engineering Research Institute, having its offices at Mahatma Gandhi Road, Opposite NIT, City Center, Durgapur, West Bengal 713 209 (hereafter referred to as "CSIR-CMERI", which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assignees) **OF THE SECOND PART,**  
AND


**AND**

CSIR-Institute of Himalayan Bioresource Technology, a constituent research Institution of Council of Scientific and Industrial Research (CSIR) that is a Central Autonomous Body under the Ministry of Science and Technology, Government of India with its office at Palampur - 176 061, Himachal Pradesh, India (hereinafter referred to as "CSIR-IHBT") represented by the Director, CSIR-IHBT, Palampur or authorized representative (which expression shall where the context so admits, be deemed to include its successors, executors, administrator and assignees) of the **THIRD PART.**

Darjeeling Municipality, CSIR-CMERI and CSIR-IHBT shall hereinafter, where the context permits, be referred to individually as 'First Party', 'Second Party', and 'Third Party' respectively, and collectively as "**PARTIES**".

  
1<sup>st</sup> Party initials

Chairman  
Darjeeling Municipality  
Darjeeling

  
2<sup>nd</sup> Party initials

निर्देशक (Head)  
ऊर्जा अनुसंधान और प्रौद्योगिकी समूह  
Energy Research and Technology Group  
सि.एस.आर.आर. इंडस्ट्रियल एरिया, सी.एन.डी. अमरपुर, पश्चिम बंगाल  
CSIR - Central Mechanical Engineering Research Institute  
दुर्गापुर - 713209, पश्चिम बंगाल, भारत।  
Durgapur - 713209, West Bengal, India



3<sup>rd</sup> Party Initials  
Dr. Jeremy Clever  
Senior Scientist  
AMACIP Director  
CSIR-IHBT, Palampur, I.P.-176061

**WHEREAS:**

The PARTIES wish to collaborate in humanitarian activity pertaining to economic upliftment, environmental stewardship and sustainable development in the Indian Himalayan Region. All the three parties agree to work on establishing set-up of Municipal Solid Waste Disposal System under a collaborative project.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:**

The purpose of this Agreement is to memorialize the roles and responsibilities of the PARTIES.

**1. ROLES AND RESPONSIBILITIES OF FIRST PARTY (Darjeeling Municipality)**


- a. Providing developed land (50 m×40 m) for establishing set-up of Municipal Solid Waste Disposal System;
- b. Approach road for the site;
- c. Construction of necessary structural shed, civil foundation for installation of machineries as per the drawing provided by CSIR-CMERI;
- d. Necessary electrical connection up to substation/ distribution box/ electrical panel at site for operation of plant;
- e. Necessary water connection up to tank at site;
- f. Collection of waste, leachate from sites and supply them at the proposed site;
- g. Taking handover, safe custody and storage of machineries after supply;
- h. Operation & maintenance of the installed Plant & Machineries, and sale of by-products.
- i. Construction of a composting unit for organic waste degradation


**2. ROLES AND RESPONSIBILITIES OF SECOND PARTY (CSIR-CMERI)**


- a. Data collection, design & engineering for 10 tons/day Integrated Legacy Waste Disposal System (ILSWDS);
- b. Design, development, fabrication, supply, installation, commissioning of 10 tons/day Mechanized Segregation System for Legacy Waste;
- c. Design, development, fabrication, supply, installation, commissioning of 2 tons/day C&D Waste Processing System;
- d. Design, development, fabrication, supply, installation, commissioning of 50 kg/hr Plastic Waste Processing System;
- e. Design, development & demonstration of 200 LPD Legacy Waste Leachate treatment process (200LPD);
- f. Installation & Commissioning of Machineries;
- g. Training of the manpower associated with the job during installation & commissioning.

**3. ROLES AND RESPONSIBILITIES OF THIRD PARTY (CSIR-IHBT, PALAMPUR)**

- a. Discussion with municipal authorities for finalization of sites for installation of machineries.

  
 1<sup>st</sup> Party Initials  
 Chairman  
 Darjeeling Municipality  
 Darjeeling

  
 2<sup>nd</sup> Party Initials  
 Deputy Head  
 Energy Research and Technology Group  
 CSIR - Central Mechanical Engineering Research Institute  
 Durgapur - 713209, India

  
 3<sup>rd</sup> Party Initials  
 Dr. Jyoti Datta  
 Senior Scientist  
 AMACIP Division  
 CSIR-IHBT, Palampur (H.P.)-176031

- b. Facilitation of the installation and commissioning of the machines;
- c. Compost preparation from the segregated organic fraction of the legacy municipal waste and its quality evaluation.
- d. Supply of compost booster at a nominal cost.

**4. MANAGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

- a. Each Partner involved in the collaborative research project remains the owner of his Background IPs. Partners shall make the list of the Background IPs they wish to use for the collaborative research project.
- b. The partners agree to inform each other mutually and confidentially and as soon as possible of all the results obtained under the collaborative research project. The results from the collaborative research project shall be jointly owned by the partners.
- c. A Committee consisting of two experts (senior researchers) each from the partners shall be constituted after the commencement of the collaborative research project to evaluate the results of the collaborative projects periodically to determine whether the results are entitled for IP protection. The application for IP protection where required based on the recommendation of the Committee shall be filled by the parties.
- d. To protect the generated joint IP, all the parties will protect these IPs in accordance with the national legislations of both the countries (India and the Netherlands), while also keeping in view the provisions of the Biological Diversity Act of India, 2002. Cost of filing and benefits from commercial exploitation of generated joint IPs will be shared equally or as mutually decided by all the parties.
- e. In the event CSIR is a Joint owner of the IPRs under the R&D collaboration project, then in accordance with the provisions of section 39 of the Indian Patents Act, 1970 any patent application accruing from the Joint research under this agreement shall either be first filed in India or if it is to be filed abroad then a foreign filing permission therefor shall be obtained from the Indian Patent Office.


**5. TENURE OF AGREEMENT:** This Agreement shall remain in force from the date of execution till the completion of the project (sponsored by NMHS). It may be further extended by mutual consent of PARTIES.


**6. INDEMNITY:** All parties shall indemnify and hold harmless each other and or their members against any costs, claims etc., resulting from, caused by, relating to, or arising out of their or their associates' negligent actions or omissions under this agreement. All the parties shall be solely responsible for all acts, conduct and liabilities arising from their functioning, and their members or their employees or anybody part of them. Parties shall not be liable for any eventuality arising therefrom, whatsoever it may be.


**7. TERMINATION:** Any PARTY by giving six months' notice in writing, may exit this Agreement.

**8. DISPUTE RESOLUTION / ARBITRATION**

8.1 In the event of any question/dispute/difference arising under the agreement or in

  
Chairperson  
Managing Director

  
2<sup>nd</sup> Party  
Technology Group  
Engineering Research Institute  
Bangalore - 713203, India

  
3<sup>rd</sup> Party Initials  
Dr. Jeremy Dikhar  
Senior Scientist  
AMACIP Division  
CSIR-IIT, Palampur (H.P.)-176061

connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

8.2 The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.


8.3 Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause."


9. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed and construed in accordance with Indian law as applicable.


10. AMENDMENTS: No amendment, supplement, modification or clarification to this Agreement shall be valid, unless set forth in writing and duly executed by all PARTIES.


All PARTIES confirm that they shall not disclose or distribute this Agreement, any information about or contained in this Agreement, or any other information received by them pursuant to or under this Agreement, to any other party, except to their legal advisors or any statutory bodies or to the extent as may be authorized in writing to do so by the PARTIES respectively.


IN WITNESS WHEREOFF the Parties hereto have caused this Agreement to be signed on their respective behalf by their duly authorized officials on the date and place first hereinabove mentioned.


()  
Chairman and Authorized signatory  
Darjeeling Municipality (First Party)  
Chairman  
Darjeeling Municipality  
Darjeeling


()  
(Dr. Sukhjinder Singh)  
Sr. Scientist & Co-ordinator  
Business Development & Marketing Unit  
CSIR-IHBT, Palampur- 176061 (H.P.)  
(Third Party)


()  
President and Authorized signatory  
CSIR-CMERI (Second Party)

()  
(Dr. Aparna Maitra Pati)  
Head, Planning Project Monitoring and  
Evaluation  
CSIR-IHBT, Palampur- 176061 (H.P.)  
(Third Party)

()  
Chairman  
Darjeeling Municipality  
Darjeeling

()  
(Dr. Jeremy Dikhar)  
Senior Scientist  
AMACIP Division  
CSIR-IHBT, Palampur- 176061 (H.P.)  
(Third Party)

()  
Energy Research and Technology Group  
Central Mechanical Engineering Research Institute  
Durgapur - 713209, India

()  
3<sup>rd</sup> Party Initials  
Dr. Jeremy Dikhar  
Senior Scientist  
AMACIP Division  
CSIR-IHBT, Palampur (H.P.)-176061

प्रवर्तक रूप

Section Officer (G.)  
CSIR-IHBT, Palampur- 176061 (H.P.)  
(Third Party)

Witness:

Amal

महोदय/महोदया  
श्री/श्रीमती

Chairman

1<sup>st</sup> Party Initials

Chairman  
Dargasing Municipality  
Dargasing

AGuly

2<sup>nd</sup> Party Initials

निर्वाहक/Head  
ऊर्जा अनुसंधान और प्रौद्योगिकी समूह  
Energy Research and Technology Group  
सी.एस.आई.आर. - केन्द्रीय यांत्रिक अभियंत्रिकी अनुसंधान संस्थान  
CSIR - Central Mechanical Engineering Research Institute  
दुर्गापुर - 713209, भारत/Durgapur - 713209, India

Dr. Jeremy Dikhar

3<sup>rd</sup> Party Initials

Dr. Jeremy Dikhar  
Senior Scientist  
AMACIE Division  
CSIR-IHBT, Palampur (H.P.)-176061