

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH AT NEW DELHI**

O.A NO. 434 OF 2023

IN THE MATTER OF:

DAVINDER PAL SINGH

...APPLICANT

VERSUS

STATE OF PUNJAB & ORS.

...RESPONDENTS

I N D E X

NEXT D.O.H-07.08.2024

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(Sachar Anand)

Advocate for the Respondent No.2
14, 1st Floor, National Park
Lajpat Nagar-IV, New Delhi-110024
Phone No.-9958792346
Email- sachar_anand@yahoo.co.in

Place: New Delhi
Dated: 31.07.2024

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STATE OF PUNJAB

.... RESPONDENTS

REPORT FILED ON BEHALF OF RESPONDENT NO. 2

I, Aaditya Dachalwal, Commissioner, Municipal Corporation, Patiala do hereby solemnly affirm and declare as under: -

1. That this Hon'ble Tribunal vide its order dt. 16.07.2024 in OA no. 434 of 2023 passed the following directions:

"2 In the circumstances, the report is accepted subject to payment of cost of Rs. 25,000/- which shall be deposited with the Registrar General of this Tribunal within 10 days.

6let a detailed report be submitted within 15 days showing as to how legacy waste and also daily generated waste is being processed and in what manner solid waste management rules, 2016 are being implemented."

2. That in compliance to the above said directions demand draft bearing no. 830832 dt. 25.07.2024 amounting to Rs. 25,000/- has been deposited in the account of Registrar General National Green Tribunal, New Delhi.
3. That the total daily waste generation of Patiala city is 219 Tonne Per Day (as on 31/07/2024) (TPD) and the processing capacity of Municipal Corporation Patiala is 160 TPD. The bifurcation of processing of waste is in tabulated form is as below:

Waste Category	Waste Generation (TPD)	Processed (TPD)	Waste sent to dump
Wet waste	133	109	24
Dry waste	86	51	35
Total	219	160	59

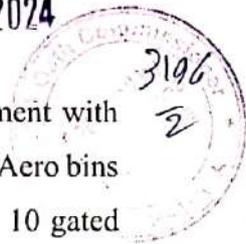
4. That the Municipal Corporation Patiala generates 133 TPD of wet waste out of which 109 TPD wet waste is being processed in different manner. The details of processing of wet waste in tabulated form is as under: -

Category	Generation	Processing Type	Processed (TPD)	Waste sent to dump
Household	106	Compost Pits	29	17
		Cattle Feeding (Gaushala)	3	
		Cattle Feeding (Stray)	2	
		Wet Waste composter	5	
		Windrow Composting at Dump	50	
BWG	8	Onsite	3	2.5
		Piggery	2.5	
Cow Dung	12	Compost Pits	5	0
		Windrow Composting	6	
		Making Logs	1	
Horticulture	0.5	Shredding & Windrow Composting	0.5	0
Non BWG	6.5	Piggery	2	4.5
Total Waste	133		109	24

5. That the Municipal Corporation Patiala generates 86 TPD of dry waste out of which 51 TPD of dry waste is being processed by Municipal Corporation Patiala in different manner. The details of processing of dry waste in tabulated form as under:

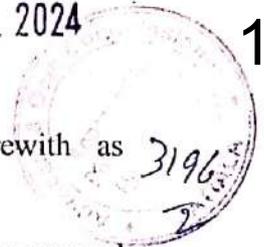
Category	Generation	Processing Type	Processed	Waste sent to dump
Household	67	Singla Traders /Junk Dealers/ IPCA	38	29
BWG	4	BWG/Junk Dealers	4	0
Non BWG	15	Junk Dealers	9	6
Total Waste	86		51	35

6. That the Municipal Corporation Patiala has executed an agreement dated 16/01/2024 with IPCA (Indian Pollution Control Association) an NGO to setup a processing plant of 5 TPD for wet waste processing and 5 TPD for dry waste at Focal Point, MRF Centre. The operations has already been started by the NGO. **ANNEXURE R-2/1**
7. That the Municipal Corporation Patiala has executed an agreement dated 16/01/2024 with IPCA (Indian Pollution Control Association) an NGO for setting up recycling plant of Multiple Layer of Plastic (MLP) with the capacity of 8 TPD and this plant will be operational in the month of August. **ANNEXURE R-2/1**



8. That the Municipal Corporation Patiala has executed an agreement with IPCA (Indian Pollution Control Association) an NGO to setup 40 Aero bins for processing of wet and dry waste with capacity of 400 ltr at 10 gated localities of the city. **ANNEXURE R-2/1**
9. That the Municipal Corporation Patiala has executed contract with M/s Hari Bhari Recyclable Pvt. Ltd. for door-to-door collection for a period of 10 years w.ef. from 9/10/2018. The work is under progress and the agency is collecting segregated wet & dry waste from the households and the agency is charging user charges from the households as fixed by the General House of the Corporation. The copy of work order is being annexed herewith as **ANNEXURE. R-2/2**
10. That the Municipal Corporation Patiala is going to setup 100 TPD waste processing plant by the end of December 2024 with the help of Hari Bhari Recyclable Pvt. Ltd., the same agency responsible for door-to-door collection of Municipal Solid waste. This work is the part of the existing agreement. **ANNEXURE. R-2/2**
11. That the Municipal Corporation Patiala has floated tender for the setting up Compressed Bio-gas Plant of 100 TPD capacity at Village Dhudhad. The land has already been arranged and the plant will likely to be commissioned by the end of Dec 2026. Copy of NIT is attached as **ANNEXURE R-2/3**
12. That the work of bio-remediation in phase-I of 1.76 lakh MT of legacy waste at Sanauri Adda Dump Site was conceived under the SBM in 2020. After completion of all processes, work order was issued to M/s Akanksha Enterprises vide no. 149 dt. 28.07.2020 for an amounting of Rs. 6.86 Crore. The agency bio-remediated 1.50 lakh MT of legacy waste and MC reclaimed the land of 2.73 acres which is converted into park (Photograph annexed as **Annexure R-2/4**). It is further submitted that M/s Akanksha Enterprises was undertaking the processing of the remaining 26000 MT of legacy waste. However, the firm was deliberately delaying the process resulting in missing the targets. Consequently, the MCP is in the process of terminating the contract. The details of processing of legacy waste in tabulated form as under:

RDF (MT)	Inert (MT)	Soil (MT)	Total (MT)
13407	36041	100752	150200



Copy of Work Order dated 28.07.2020 is annexed herewith as ANNEXURE R-2/5

- 13. That in phase-II an estimate amounting to Rs. 4.56 Cr. has been prepared by the office of deponent to remediate the quantity of 1.03 lakh MT (as on 14.04.2024) of legacy waste. The tenders for the work have been opened on 30.07.2024 but due to single bidder the tender has been recalled for 22.08.2024. Copy of NIT is attached herewith as ANNEXURE R-2/6
- 14. That the answering respondent has diligently complied with all the instructions/directions set out by the NGT/Punjab Pollution Control Board Patiala.
- 15. That it is humbly submitted that Municipal Corporation Patiala is fully committed to comply with the provisions of Solid Waste Management Rules, 2016 and NGT guidelines. The copy of compliance report is attached herewith as ANNEXURE R-2/7

[Signature]
31/7
DEPONENT

VERIFICATION

Verified at PATIALA on 31 7 2024 that the content of the above compliance report in so far as they relate to factual position are true upon the information derived from the official record and is so far as they relate to the legal submission are true upon the advice received and believed by me to be true. Rest is by way of submission before the Hon'ble Tribunal.

M. C. Patiala
Legal Cell
I identified the Deponent

3196
[Signature]

ATTESTED
(VARINDER SINGH)
Advocate & Civil Commissioner
PATIALA

Certified that the above statement is made on solemn affirmation before me this 31 day of July 2024 at Patiala District Patiala Punjab who has been identified to me by M. C. Patiala is personally known to me. No. & year of Registration 3196 Serial No. & date of entry 31/7 Patiala

[Signature]
31/7
DEPONENT

31 JUL 2024

MEMORANDUM OF UNDERSTANDING
Between
Municipal Corporation Patiala
And
INDIAN POLLUTION CONTROL ASSOCIATION
On
PROPOSAL FOR INSTALLATION OF COMPOSTING MACHINE AND OPERATING
10 TPD WASTE AT MRF
AND DECENTRALIZED SOLID WASTE MANAGEMENT SYSTEM IN PATIALA

This Memorandum of Understanding (MOU) establishes a **non-financial partnership** between Municipal Corporation Patiala and IPCA (referred as partners hereon) on 16th day of January 2023, for each partner to share their respective strength in order to achieve the following objectives.

1. Objectives and Roles of both parties

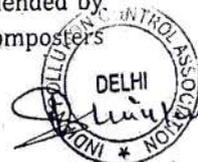
The objective of this partnership will be to:

- 2.1 Installation of composting machine and operating 10 TPD waste at Material Recovery Facility in Patiala, Punjab
- 2.2 To set-up a Plastic Recycling Facility in Patiala, Punjab (will be set-up up IPCA using its own resources/land/ expenses etc.
- 2.3 To execute decentralized organic waste management system at 10 gated residential societies in Patiala.
- 2.4 To develop and disseminate knowledge products like SOP Toolkit for MRF development based on the learning's from project
- 2.5 To organize city level panel discussion/conference.
- 2.6 To execute massive IEC and Branding Campaign

A Material Recovery Facility (MRF) is a structure which is developed to receive, sort, process, and store recyclable materials that is transported and marketed for further processing. The key function of the MRF is to recover maximum quantity of recyclable waste. Under this project, IPCA have proposed to install the composting machine and operating MRF with capacity to cater 10 TPD of solid waste. The tentative site of this MRF would be Focal Point, Patiala, where there is already an existing MRF. The existing MRF would be upgraded into a semi-automatic MRF which will be furnished with machineries to process wet waste and prepare dry waste for recycling. The MRF will receive both dry and wet waste which will be unloaded at the tipping floor having hopper with conveyor. This waste will reach to the segregation platform where workers provided by IPCA will sort dry (paper, plastic, cardboard, metal, glass, etc.) and wet waste. The wet waste will be processed into rich compost with the help of a mechanized composter and dry waste like plastic, cardboard, shall be baled and to be handed over to MC Patiala for recycling. Machineries & equipment to be installed at the Material Recovery Facility:

- i. Vertical Hydraulic Baler with 200 kg per hour capacity (2)
- ii. Segregation conveyor with hopper and tipping floor (1)
- iii. Mechanized composter (5 TPD) (1)
- iv. Curing set-up along with conveyor (1)
- v. Weighing scale (1)
- vi. Fire extinguishers (12)

As one of the project's deliverables, IPCA will be implementing decentralised solid waste management at the identified gated residential societies (recommended by Municipal Corporation of Patiala) under which IPCA will install 4 on-site composters (Aerobins) per society.



Machineries and Equipment to be installed in the gated societies

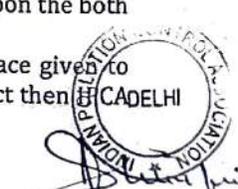
- i. Aerobin (400 L): 40 in nos.
- ii. One time Tools & Equipments for the operators
- iii. Construction of Base for 40 Aerobins
- iv. Cocopeat and bio-culture (per month)

To achieve the above objectives for Waste Management IPCA under this MOU with Municipal Corporation Patiala, will ensure the following deliverables under the project as following:

1. One Material Recovery Facility (MRF) of capacity 10 TPD catering to 6-7 TPD organic waste (to be processed into compost using Organic Waste Convertors) and 3-4 TPD of dry waste (to be handed over to MC Patiala for recycling)
2. Ten gated residential societies having 40 on-site composters (Aerobins) to cater approximately 18 MT of organic waste per month.
3. A knowledge product, toolkit on SOPs for developing Material Recovery Facilities, to be released with the support of Ministry of Housing and Urban Affairs (MoHUA).
4. A state level conference/Panel discussion with key stakeholders.
5. Establishment of supply chain for different waste commodities.
6. Developing the market of plastic recycled products.
7. IEC material (Documentaries, FM Campaign, awareness videos, social media advocacy, pamphlets etc).
8. Door to door collection will be done by waste collectors of gated societies and segregation of waste will be done by IPCA at MRF Center; they will be provided training and support by IPCA to treat the kitchen/ organic waste in Aerobins. The compost generated from Aerobins will be used for landscaping in their premises.

2. **Monetary Support**

1. IPCA shall not seek any monetary support from Municipal Corporation Patiala in the implementation, and shall arrange its own resources. Municipal Corporation Patiala would however, provide space for Installation of composting machine at Material Recovery Facility (MRF) Centre in their existing Material Recovery Facility (MRF) at Focal Point, Patiala. Further, Municipal Corporation, Patiala may provide guidance for developing Information, Education, and Communication material to IPCA for the dissemination of required knowledge, information, and branding about project in the community.
2. Municipal Corporation, Patiala will not support the project financially, Moreover it shall not have any liability towards Implementation of the project.
3. Municipal Corporation, Patiala shall never be involved in any legal/ or court cases during or after the project.
4. There will no financial burden on Municipal Corporation, Patiala for running this project or any ancillary expenses incurred by IPCA. All the expenses for running this project is to be incurred by IPCA.
5. That Municipal Corporation, Patiala will not be responsible for any vicarious liability of any work done by the any employees engaged by the IPCA for this project. IPCA can be held liable for the unlawful actions of an employee, such as harassment or discrimination in the workplace. IPCA can also be held liable if an employee operates equipment or machinery in a negligent or inappropriate manner, which results in damages to property or personal injury. In case of any damage to MC Property that is to be recovered from IPCA.
6. In case of any dispute the Commissioner, Municipal Corporation, Patiala will be the sole arbitrator and his decision will be final and binding upon the both parties.
7. That if the Municipal Corporation, Patiala intends to use the space given to IPCA for installation of machine for any public purpose or project then



will have to vacate the place within one month and give the possession to MC Patiala.

8. That in case of violation of any clause of this MOU, Municipal Corporation, Patiala has every right to nullify this MOU and IPCA is bound to shift the machineries and vacate the place.

IPCA's representative would update the officials of the Health Branch of the Municipal Corporation, Patiala from time to time, about the activities undertaken through this MOU and would take their feedback and suggestions to meet the above mentioned objective in more meaningful manner.

3. Roles and Scope of both the parties

Roles and Scope of IPCA :

1. Upgrade the existing Material Recovery Facility (Focal Point, Patiala) by installing new machineries like Conveyor Belt, Baler, and Organic Waste Convertor.
2. Depute adequate manpower for the operations of the Material Recovery Facility.
3. Set-up the Plastic Recycling Facility using its own resources (land, machinery, tools, labour and others)
4. Installation and commissioning of the machines.
5. Internal electricity wiring at the project sites
6. Pay all license/compliance fees to get the required permission and licenses.
7. Procure MLP waste and required raw material for its recycling
8. Sale of the end product i.e. board and utilities products like furniture, bench, dustbin etc.
9. Branding of the site
10. Payment of electricity, water bills and any other expenses.
11. Purchase 40 Aerobins along with required tools and install at the recommended gated residential societies.
12. IPCA shall operate and maintain the Aerobin sites with their own resources like manpower & expenses etc.
13. Organize awareness, training, and capacity building program for different stakeholders for effective implementation of the project.
14. Timely execution of the activities on ground.
15. Segregation of waste at MRF with its own manpower.

4. Roles & Scope of Municipal Corporation of Patiala:

1. Facilitate introductory meetings with the local/ground staff and other stakeholders.
2. Permit the implementing agency to upgrade the existing Material Recovery Facility (MRF) at Focal Point, Patiala, into a 10 TPD MRF with required modifications as per the set objectives of the project proposed
3. Identification of the 10 residential societies for implementing decentralized Solid Waste Management System and facilitating the implementing agency in obtaining requisite NOC's.
4. Assistance in sourcing waste for Material Recovery Facility
5. Support in executing the Information, Education and Communication (IEC) campaign in Patiala
6. Facilitate disposal of inert waste from the Material Recovery Facility.

5. General Provisions

1. The participants enter into this MOU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Participants as outlined in this MOU shall not be construed as a legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The Participants specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Parties or create any rights in any third parties.



2. Nothing in this MOU shall be construed as interfering in any way with any separate agreements or contracts entered into by or among the Participants in their individual capacities either prior or subsequent to the signing of this MOU.
3. This project shall be initiated as a pilot project, serving as a preliminary model to access feasibility, effectiveness and potential scalability before any broader implementation is considered.
4. This pilot project shall be valid for one year, start from its commencing date. However, the Participants may decide in writing prior to its expiry to extend this period. In addition, this MOU may be modified or amended if the Participants agree in writing.
5. Should IPCA's work be deemed unsuitable, Municipal Corporation, Patiala will regard it as a waste of CSR funding and forward the issue to the Government of India and SBI card.
6. Municipal Corporation Patiala is acknowledged as the principal governing authority for this MOU, retaining the explicit right to exercise its revocation right at any time without prior notice to any party.
7. IPCA shall not hold any exclusive rights under this MOU; similar work opportunities outlined herein will remain open and accessible to all qualified entities, ensuring fair and competitive participation.
8. During the tenure of this project, IPCA shall not damage any moveable and immoveable property vesting with the Municipal Corporation, Patiala.

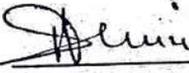

 16/11/24
 Municipal Corporation
 Patiala
 Secretary
 Municipal Corporation, Patiala.

Witness

Name:

Department:

Signature: 

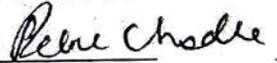

 Ashish Jain
 Director
 Indian Pollution Control Association
 (IPCA)



Witness: DR. REENA CHADHA

Name: DR. REENA CHADHA, GENERAL MANAGER

IPCA:

Signature:  (IPCA)





ਪੰਜਾਬ PUNJAB

Z 288812

CONTRACT AGREEMENT

This AGREEMENT entered into on this the 31st of October Two Thousand and eighteen at Patiala for a period of Ten years.

BETWEEN

Municipal Corporation Patiala, a body constituted under Punjab Municipal Corporation Act 1976(hereinafter referred as "MCP" or the "Concessionary Authority" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) having its office at Near NIS Patiala, Punjab,

AND

(Consortium formed vide consortium agreement dated 7 June 2018)

M/S Hari Bhari Recyclable Private Limited, a company incorporated under provisions of the Companies Act, 1956, having its registered office at Plot no G-172, Sector -63, Near Bus Stand, Noida Gautam Budh Nagar (U,P) through its Director Mr. Amit Parasnath Kumar S/O Late Sh. Parasnath R/O 1401, Aditya Mega City, Indrapuram, Gaziabad (U.P) (address given as per Consortium agreement dated 07-06-2018) (hereinafter referred to as "HBR" or the "lead Consortium Partner" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors, agents, servants and permitted assignees)

AND

M/S Hari Bhari Allahabad waste Management Private Limited, a company incorporated

Joint Commissioner
Municipal Corporation
PATIALA



under provisions of the Companies Act, 1956, having its registered office at 154/2, Sulem Sarai, Dhumanganj, Allahabad-211001 through its Director Mr Sujay Jha S/O Late Sh. Prem Narain Jha R/O c-102, Ashiana Apartments, Vaishali, Gaziabad (U.P) (address given as per Consortium agreement dated 07-06-2018) (hereinafter referred to as "HIBA" or the Consortium member/Partner/ Concessionaire which expression shall unless excluded by repugnant to the context, be deemed to include its successors agents, servants and permitted assignees), on the following terms and conditions :-

- a) Management of Municipal Solid Waste (MSW) is an obligatory function of MCP, under the Municipal Corporation Act, 1976 and MCP is presently carrying out these functions.
- b) MCP invited competitive bids from eligible bidders to carry out the following activities in accordance with the Solid Waste Management Rules, 2016 (hereinafter referred to as "the Service Contract"):
- c) Door-to-door collection of segregated (wet and dry waste separately) Municipal Solid Waste (MSW) on a daily basis and its transportation of Dry waste (including recyclable) to the designated Recycle recovery Centers (Designated Recycle Recovery Centre's will be set up by the Service Provider on the land given by the MCP) and transportation of Wet waste and non recyclable dry waste to the established secondary location points (secondary points location and type of storage equipments established or to be established under separate project indicated in the Annexure II)
- d) Collection of segregated MSW from the bulk generators and its transportation to secondary collection points and Recycle Recovery Center.
- e) Collection of User Charges from the households and other commercial establishments as per the rates notified by MCP from time to time.
- f) Where there are no established secondary Points in the Project area, the wet waste and non recyclable dry waste shall need to be transferred from Auto Tippers/Hopper/Pushcarts/tricycles directly into Refuse compactors of MCP or directly to dumping site, so that waste can be transported more economically, efficiently over long distances to the dumping site/processing facility as per time and place fixed by MCP.
- g) If in future MCP sets up decentralized waste processing units inside the Area, the Service Provider will be responsible to hand over the segregated wet waste and non recyclable dry waste to the waste processing units situated inside the Project Area.
- h) In response, MCP received bids from several bidders and after evaluation thereof, accepted the bid submitted by the Service Provider and issued a work order no MCP/CE(HQ)/2018/277 dated 09-10-2018)
- i) In pursuance thereto, MCP hereby grants and authorizes the Service Provider to carry out the aforesaid activities in accordance with the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


 Mr. Sujay Jha
 Director
 Municipal Corporation
 Patna



ARTICLE 1

3

1 DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning there of have the meaning here in after respectively a scribed to them here under:

“Agreement” means this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

“Applicable Law” means all laws including Solid Waste Management Rules, 2016, Minimum Wages Act 1948, Workmen’s Compensation Act 1923, Contract Labor (Regulation & Abolition) Act, 1970, Child Labor (Prohibition and Regulation) Act, 1986 in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Service contract/the Service Provider.

“Applicable Permits” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Service Provider under Applicable Law, in connection with the Service contract during the subsistence of this Agreement.

“Contract Period” shall mean a period of 10 (Ten) years between: 09/10/2018 to 08/10/2028---

“Contract Value” shall mean the Service Fee payable by MCP to the Service Provider during the Agreement Period.

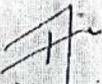
“Door to Door/Gate garbage collection and transportation works” shall means collecting solid waste/segregated solid waste from residential area (i.e. from societies, colonies, apartments, slums etc.), commercial area and institutional area etc. on day today basis using own labor sand close body vehicles with tipping arrangement, and transporting collected waste tone are at established Secondary points and Recycle Recovery Centers, dumping site etc.

“Force Majeure” or “Force Majeure Event” means an act, event, condition or occurrence as specified in Article5.

Households mean all properties, residential, commercial or mix use.

“Material Adverse Effect” means a material adverse effect on (a) the ability of the Service Provider to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“MCP” means Municipal Corporation Patiala established under Punjab Municipal Corporation Act 1976.


Joint Commissioner
Municipal Corporation
PATIALA



"Parties" means the parties to this Agreement and "Party" means either of them, as the context may admit or require.

"Service Fee" shall mean the fee payable by MCP to the Service Provider during the Agreement Period.

"Serviced Households" mean households to which bidder are providing service. It shall not include vacant plots or uninhabited/ unused buildings.

"Service Provider" means both the parties of the Consortium agreement dated 07-06-2018 jointly i.e M/S HariBhari Recyclable Private Limited and M/S Hari Bhari Allahabad waste Management Private Limited through their respective Directors.

"Targeted Households" mean the total number of household units within city limits as per data provided by Property Tax branch from time to time.

"Termination" means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement.

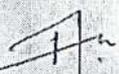
"Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.

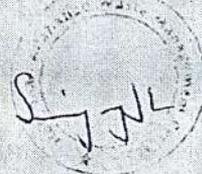
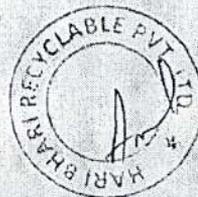
"Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

1.2. Interpretation

In this Agreement, unless the context otherwise requires,

- 1.2.1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- 1.2.2. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law;
- 1.2.3. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- 1.2.4. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 1.2.5. The words "include" and "including" are to be construed without limitation;
- 1.2.6. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;


 Joint Commissioner
 Municipal Corporation
 PATIALA



- 1.2.7. The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- 1.2.8. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- 1.2.9. References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- 1.2.10. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not other wise; any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

1.3. Agreement Period

MCP hereby entrust the Service Provider with the task of carrying out the activities set out in Article 2.2 of this Agreement for a period of 10 years from the appointed date i.e. 09.10.2018. (the Agreement period). However Agreement period can be extended as per clause 15.6.2 of this tender document.

Provided that in the Event of Termination, the Agreement Period shall mean and be limited to the period commencing from the appointed date and ending with the Termination date.

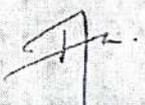
ARTICLE 2

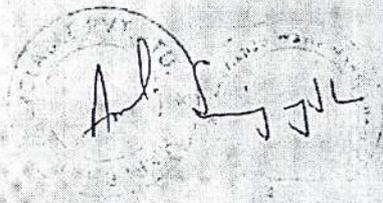
OBLIGATIONS OF THE SERVICE PROVIDER

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Service Provider shall have the following obligations to be undertaken during the Contract Period:

2.1. Performance Security

- 2.1.1 The Service Provider shall, for due and punctual performance of its obligations relating to the Service contract, deliver to MCP, within 15 days of execution of this Agreement, an irrevocable bank guarantee from a nationalized bank or scheduled bank acceptable to MCP, in the form as set forth in Schedule 1, ("Performance Security") for a sum of Rs. 3.00 lac (Rupees Three lacs) only.
- 2.1.2 The Performance Security shall be kept valid for the entire contract period and three months thereafter.


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2.2. Obligation of Service Provider

The Service Provider shall carry out the following activities as set out in Article 2 hereto; MCP reserves the right to make changes (addition/Deletion) in the areas included in the package(s) awarded to the Service Provider. The Service Provider shall be responsible for execution of the project and all activities indicated herein.

2.2.1 Collection of MSW in the segregated form at source:

Biodegradable (wet waste).

Non- biodegradable (dry-waste).

2.2.2 Collection of wet MSW & Dry waste on daily basis.

2.2.3 The Service Provider shall collect the wet waste and dry waste on a regular basis daily in the different from all the households and commercial establishments as per TPM schedule

2.2.4 Promote MSW segregation at household and commercial level through awareness campaigns and other suitable means.

2.2.5 Collection of waste from doorstep by ringing bell and following a fixed time schedule every day.

2.2.6 The Service provider has to distribute pamphlets in public in each residential & non-residential units of his zone indicating the time, method of collection of garbage by his organization. He has to give contact nos. for registration of their complaint if any

2.2.7 It is the responsibility of the waste generator to give segregated waste to the primary collection vehicle as per Solid Waste Management Rules, 2016.

2.2.8 Use of appropriate door to door collection vehicles like pushcarts, tricycles and auto tippers/Hoppers as per the prevalent MSW Manual prescribed by MoUD/CPHEEO Solid waste manual 2014 and following strictly the Solid Waste Management Rules, 2016. The machinery for primary collection shall be design depending on the condition, dimension of the street for making the collection and shifting operation easy and efficient.

2.2.9 Auto tippers should have a public addressing system to announce about the door to door collection. Pushcarts & tricycles shall have to carry appropriate bell ringing system of permissible decibels to draw attention of the community.

2.2.10 The Service Provider shall maintain a digital record to keep track of the progress of door to door garbage and User Charge collection and the same shall be submitted monthly along with monthly bills to MCP else VGF payment will not be processed.

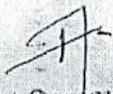
2.2.11 Any non-cooperation of public in offering wastes/ find littering garbage / user charges shall be brought to the notice of Health officer of MCP with sufficient evidence and


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the same shall be reported to the Authority every month along with Action Taken Report.

- 2.2.12 The wet waste & non-recyclable dry waste shall be transferred from Auto Tippers/Hooper/ Pushcarts/tricycles to the established secondary point's locations as per Annexure II and the recyclable dry waste to the recycle recovery center to be established by the Service Provider. A well synchronized primary and secondary collection and transportation system is essential to avoid containers overflow and waste littering on the street. Further, the primary transport vehicles of the bidder should be compatible with the equipment established at the secondary waste storage points in order to avoid multiple handling of waste.
- 2.2.13 The Service Provider shall place sufficient no's of bins/any storage equipments at the identified/ arranged recycle recovery Centers in consent with MCP. The bidder should submit the design of the Recycle recovery center to MCP and the same should be got approved from MCP. However, all the civil work if required at the Centers should be carried out by MCP.
- 2.2.14 Where there are no established secondary Points in the Project area, the wet waste shall need to be transferred from Auto Tippers/Hopper/Pushcarts/tricycles directly into Refuse compactors of MCP, so that waste can be transported more economically, efficiently over long distances to the dumping site/processing facility as per time and place fixed by MCP. Further, the primary transport vehicles of the bidder should be compatible with the Portable Bio Compactors for directly unloaded the waste into the hopper of the rear loaded Portable Bio compactors of MCP in order to avoid multiple handling of waste.
- 2.2.15 Bio-degradable waste and Non-biodegradable waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point and at recycles recovery centers.
- 2.2.16 In no case the waste should touch the ground; it is the responsibility of the Service Provider that no waste should be scattered by the staff of service provider around the secondary collection/Storage points.
- 2.2.17 If in future MCP sets up decentralized waste processing units inside the Area, the Service Provider will be responsible to hand over the segregated wet waste and non recyclable dry waste to the waste processing units situated inside the Project Area.
- 2.2.18 Waste from all establishments like hotels, vegetable market, vendor, poultry, fish outlets, Marriage palaces/vivahbhawans, etc shall be compulsorily collected without allowing them to throw the waste at untimely hours near the secondary storage points.
- 2.2.19 The personnel deployed for door to door collection of segregated waste shall be provided with identity cards and appropriate protective gears like uniforms, gloves, masks etc.


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- 2.2.20 The Service Provider shall be responsible to collect waste from the commercial and market areas of the particular localities/Area as fixed by MCP.
- 2.2.21 In the case of removal of construction and demolition waste, the SERVICE PROVIDER will intimate MCP for Clearing and disposal of the construction and demolition waste. Cleaning and disposal of the same will be the responsibility of MCP.
- 2.2.22 In the case of removal of horticulture and garden waste, the SERVICE PROVIDER will intimate MCP for Clearing and disposal of horticulture and garden waste. Cleaning and disposal of the same will be the responsibility of MCP.
- 2.2.23 The Service Provider shall be responsible for informing MCP for clearance and safe disposal of dead stray animals and birds in their jurisdiction within 1 hour to designated locations.
- 2.2.24 The SERVICE PROVIDER will collect user charge from each and every households and commercial establishments at the rate approved by MCP. MCP will notify from time to time the user charges to be levied to each category of waste generators.
- 2.2.25 The SERVICE PROVIDER shall use Hand held spot billing machines for generations and receipts of user charges. The data form spot billing machines should be integrated with MCP server. In the interim the bidder should provide all data on a computer and Mobile app in real time. This IT collection and monitoring system be put in place by bidder within three months of award of contract. Full user access be made available to MCP for the application. The IT application should also provide for reconciliation and information to ULB of the receipts against user charges
- 2.2.26 SERVICE PROVIDER shall be entitled to receive incentives of 20 % for the amount collected from targeted household is more than 70%. The incentive shall be available for a period of three years only from the date of commencement of contract. The incentive shall be provided that cut off mark of 70% of user charge collection is achieved. It is clarified that the incentive shall be given only on the amount over and above the 70% household mark. To further elaborate on this the incentive will be available only once more than 70% of targeted households are paying user charges. It goes without saying that the service provider should serve all remaining households for receiving the incentive as well as other payments demanded over and above collected user charges from MCP.
- 2.2.27 SERVICE PROVIDER shall be entitled to receive incentives of 20 % for the amount collected from targeted household is more than 70% shall not be entitled for any due monthly payments from the MCP. After the allotment of work two months mobilization period would be given to the agency and the target of 25% of the user charges should be achieved in the first month after mobilization period is complete & 50% in the second month. Thereafter, if the SERVICE PROVIDER fails to collect 50% of the user charges from the household and commercial establishments continuously for 3 months, their contract agreement liable to be cancelled forthwith.

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- 2.2.41 The Service Provider shall engage requisite number of supervisors and provide them with mobile phones so that they can be contacted. Their mobile number shall be made available to the Ward Committee/MCP Engineers and public.
- 2.2.41 Prompt attention to complaints, grievances, and emergency situations including festival seasons.
- 2.2.42 There should be co-ordinate efforts to create public awareness.
- 2.2.43 The Service Provider shall establish an office in the areas where they operate and the communication facilities shall be made available to MCP officials.
- 2.2.44 The MCP shall provide a place in each areas to keep the auto tippers/tricycle/ pushcarts etc. in order to avoid the auto tippers /push carts/tricycles etc. from being left on the road side. The adequate space for setting up of recovery centers as per requirement preferably near the old secondary points be will be provided as per conditions. Also minimum one acre of land to be provided at suitable place for storage, misc. usage and processing of recyclable waste (Note: In case the allotted land is required later on for any other special purpose, then MCP will be at liberty to allot an alternate piece of land in lieu of earlier allotted land to the service provider. and also compensate for any costs incurred on the earlier land by the service provider.)
- 2.2.45 Report non-compliance of MSW management practices by waste generators to the MCP.
- 2.2.46 Maintain a complaint registers for registering the grievances of the waste generators and other stakeholders.
- 2.2.47 The MCP will work in close coordination with the Ward Committee. Service Provider will follow the guidelines issued by MCP from time to time.
- 2.2.48 Any complaints of non-performance shall be liable for the penalty of 5% of the bidding amount for any month and subsequently penalty of 10% for non-performance next time and termination if the non-performance is repeated for the third time.
- (Note- On the request of service provider this clause is under consideration for the want of clarification on the term " non-performance" and will be decided by the F&CC within three months from the date of agreement.)
- 2.2.49 In case the Service Provider fails to collect the waste from the household the penalty of double the user charge will be imposed for first instance and four times for second instance on the proven complaint in the same month.
- 2.2.50 The Service Provider shall provide Photo identity cards for all its employees indicating the name, address, age, Area number, etc to be authenticated by MCP.

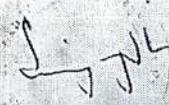
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- 2.2.28 A satisfactory report on the performance of the SERVICE PROVIDER can be sought from the respective Councilor as and when required by the Commissioner.
- 2.2.29 The Service Provider shall have to engage waste collectors as per the prevalent MSW Manual prescribed by MoUD and have to comply with the Solid Waste Management Rules, 2016 at all times.
- 2.2.30 The Service Provider shall also be responsible for managing the annual increase in the waste generation due to increase in population and number of households for the entire contract period including roads/ carriage ways including right of way owing to further development of the city.
- 2.2.31 The Service Provider shall submit to MCP an action plan on how the MSW is collected & transported, the routing of Push carts, tricycles and Auto Tipplers/Hopper, and shall give proper directions regarding the same to engage workers & Drivers.
- 2.2.32 The Service Provider has to furnish MCP with the work mobilization chart within 15 days from the date of issue of LOA and before agreement is signed to the satisfaction of MCP, clearly stating how the Service Provider intends to go about with the contract, mentioning the time frame, the methodologies and route map.
- 2.2.33 The Service Provider shall obtain all necessary and obligatory licenses from the concerned authorities and abide by it like labor license etc. The Service Provider is responsible for maintaining the labor force, as per the applicable laws of the land.
- 2.2.34 It is the responsibility of the Service Provider to pay all kinds of taxes as per Government Rules on top priority.
- 2.2.35 The Service Provider shall engage laborers above 18 yrs of age and in no case shall engage child laborers otherwise the Contract Agreement is liable to be terminated.
- 2.2.36 The Operation of tools and vehicles including POL will be responsibility of the Service Provider at their own cost. Maintenance of these tools, equipments and vehicles will be the responsibility of Service Provider.
- 2.2.37 Service Provider shall purchase tools, equipments, Auto Tippler/Hopper, tricycles, thelas, hand cart etc. from their own source.
- 2.2.38 The Service Provider shall provide dedicated manpower and the work force should be acceptable by MCP. In case of contingency, the Service Provider should have reserve manpower to deploy as per the requirement.
- 2.2.39 The Service Provider has to ensure that all the SWM vehicles are washed and disinfected at least once in a week.
- 2.2.40 The Service Provider shall make all efforts to motivate the workers in the use of all safety equipments and protective gears compulsorily and shall have awareness program periodically.


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- 2.2.51 It will be the responsibilities of the Service Provider to keep a count of Number of Households and Commercial Establishments in their respective Areas. For this purpose, a record in the form of a datasheet must be kept. This datasheet is to be signed by each house owner which is verifiable by MCP.
- 2.2.52 The Service Provider shall make an arrangement to clean all the tools, equipments and vehicles once in two days to avoid communicable diseases to workers.
- 2.2.53 Shall make arrangement for health check up of all workers once in three months.
- 2.2.54 The SERVICE PROVIDER shall carry out IEC activities to encourage every household to segregate dry and wet waste at their end, using two separate bins. Onus of providing bins lies on every household or concerned ULB.
- 2.2.55 The Service Provider shall be liable to make any statutory deduction/contribution such as GPF, CPF, ESI, Gratuity or any such contribution/ deduction under any Act or Labor laws ,governing such deduction/contribution of its individual employee/worker. In any case death/injury caused to the individual employee/worker of the service provider the MCP shall not be liable for any compensation thereof. It shall be the sole liability of the service provider under the Workman Compensation Act or any other Act.

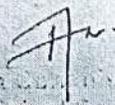
2.3 General Obligations

The Service Provider shall:

- 2.3.1 Procure all the Applicable Permits at its own cost and expenses and be in compliance thereof at all times during the period of this Agreement.
- 2.3.2 Comply with Applicable Laws at all times during the period of this Agreement.
- 2.3.3 Ensure that all aspects of the Service contract shall confirm to the laws pertaining to environment, health and safety aspects including Solid Waste Management Rules 2016, policies and guidelines related thereto;
- 2.3.4 Shall at its cost and expenses obtain all necessary insurance cover of its employees including accidents, personal injury, damages to third party in case of accidental death/bodily injury, loss or damage to property and soon;
- 2.3.5 Not to sub-contract any part or whole of its obligations.

2.4. Monitoring and Evaluation

- a) The Service Provider shall lend the helping hand in all possible aspects to the MOH, Area Engineers, Sanitary Inspectors and Supervisors of MCP from time to time.
- b) The Service Provider shall furnish Statutory Auditors Reports every half-yearly and their Annual Reports to the Commissioner, MCP throughout the term of the Contract.


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- e) The Service Provider shall provide Monthly status report of the SWM activities in their Area to the Commissioner MCP.

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ARTICLE 3

THE MCP'S OBLIGATIONS

- 3.1. In addition to and not in derogation or substitution of any of its other obligations under this Agreement, MCP shall have the following obligations:
- 3.1.2 In case of non-compliance by the generators of MSW, ensure that they comply with MSW management practice as notified by MCP from time to time including:
- 3.1.3 Practice MSW segregation into organic and inorganic components and handover the same to the employees of Service Provider.
- 3.1.4 Do not throw MSW on streets, footpaths and other public area or burn the same.
- 3.2. General Obligations MCP shall be:
- 3.2.1 MCP will be responsible for notifying the schedule of user Charge from each category of waste generator.
- 3.2.2 The adequate space for setting up of recovery centers as per requirement preferably near the old secondary points will be provided as per conditions. Also minimum one acre of land to be provided at suitable place for storage, misc. usage and processing of recyclable waste..
- 3.2.3 After approval of the design of the recycle recovery center submitted by the Service Provider, to carry out all the civil work if any will be responsibility of MCP.
- 3.2.4 The action against defaulters who do not pay user charges as intimate by the Service Provider will be the reasonability of the MCP.
- 3.2.5 Where appropriate, provide necessary assistance to the Service Provider in securing Applicable Permits;
- 3.2.6 Observe and comply with all its obligations set forth in this Agreement.

Resolve disputes, if any, between the Service Provider and the generators of MSW.

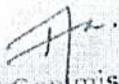
ARTICLE 4

PAYMENT TERMS

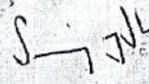
- 4.1. Payment of Service fee.
- a) The Service Provider will submit the bill along with documents and digital data for Viability Gap fund (VGF) and performance incentive as per the accepted rate for each month against the number of households covered if applicable. Accordingly, the Corporation will make the payment to the Service Provider within Ten (10) working days from the date of receipt of the bill.



- b) If the Service Provider is found to have collected the User Charges more than stipulated rate given by MCP, the service provider will be asked to return the excess amount along with the interest and the agreement is liable to be terminated and the Service Provider will be Blacklisted and appropriate penal actions will be initiated and simultaneously the Performance Bank Guarantee will be forfeited.
- c) The SERVICE PROVIDER shall use Hand held spot billing machines for generations and receipts of user charges. The data from spot billing machines should be integrated with MCP server. In the interim the bidder should provide all data on a computer and Mobile app in real time. This IT collection and monitoring system be put in place by bidder within three months of award of contract. Full user access be made available to MCP for the application.
- d) The IT application should also provide for reconciliation and information to ULB of the receipts against user charges.
- e) SERVICE PROVIDER shall be entitled to receive incentives of 20 % for the amount collected from targeted household is more than 70%. The incentive shall be available for a period of three years only from the date of commencement of contract. The incentive shall be provided that cut off mark of 70% of user charge collection is achieved. It is clarified that the incentive shall be given only on the amount over and above the 70% household mark. To further elaborate on this the incentive will be available only once more than 70% of targeted households are paying user charges. It goes without saying that the service provider should serve all remaining households for receiving the incentive as well as other payments demanded over and above collected user charges from MCP.
- f) The SERVICE PROVIDER shall have to collect user charges from at least 50% of the targeted households; otherwise SERVICE PROVIDER shall not be entitled for any due monthly payments from the MCP. After the allotment of work two months mobilization period would be given to the agency and the target of 25% of the user charges should be achieved in the first month & 50% in the second month.
- g) A satisfactory report on the performance of the SERVICE PROVIDER can be sought


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5.1. Force Majeure Event:

Any of the following events resulting Material Adverse Effect shall constitute Force Majeure Event:

- a. earthquake, flood, inundation, landslide,
- b. fire caused by reasons not attributable to the Service Provider or any of the employees of the Service Provider for purposes of the Service contract;
- c. acts of terrorism, war, invasion, rebellion, riots, military action or civil war; If the Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.

ARTICLE 6

EVENTS OF DEFAULT AND TERMINATION

6.1. Events of Default

Event of Default means either Service Provider Event of Default or MCP Event of Default or both as the context may admit or require.

a. Service Provider Event of Default

Any of the following events shall constitute an event of default by the Service Provider ("Service Provider Event of Default") except where performance has been prevented by a Force Majeure Event.

- i. The Service Provider fails to start the assigned responsibilities from the date of agreement.
- ii. The Service Provider is in breach of its obligations under this agreement and has failed to remedy the same within fifteen 15days.
- iii. The Service Provider voluntarily abandons from the service without intimation.
- iv. If the Commissioner receives more than 3 complaints of non-performance in a particular month (after 3 months of probation period) from the Public against the SERVICE PROVIDER engaged, then the Commissioner reserves the right to terminate the agreement after due verifications and the report and appropriate action may be taken by the Commissioner for termination
- v. After the allotment of work two months mobilization period would be given to the agency and the target of 25% of the user charges should be achieved in the first month after mobilization period is complete & 50% in the second month. Thereafter, if the SERVICE


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PROVIDER fails to collect 50% of the user charges from the household and commercial establishments continuously for 3 months, their contract agreement liable to be cancelled forthwith.

- vi. The Service Provider must submit monthly report of covering of household, commercial establishments along with collection statement of user charges along with their monthly bill.
- vii. The Service Provider will be terminated forthwith if the audit objection on any financial anomalies for the SERVICE PROVIDER is received by the MCP authority.
- viii. Service Provider shall submit an internal audit reports of their books of accounts to MCP duly certified by a Chartered Accountant every half yearly. If the internal audit reports are not submitted by the Service Provider, their monthly payments will be held up for want of Audit Report.
- ix. Penalty of 5% of the bidding amount shall be charged for non-performance for any month and subsequently penalty of 10% for non-performance next time and termination if the non-performance is repeated for the third time.

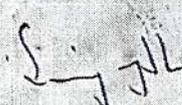
(Note- On the request of service provider this clause is under consideration for the want of clarification on the term "non-performance" and will be decided by the F&CC within three months from the date of agreement.)

- x. In case the Service Provider fails to collect the waste from the household the penalty of double the user charge will be imposed for first instance and four times for second instance on the proven complaint
- xi. Any kind of financial irregularities will lead to the outright termination of the Service Provider. The team constituted by the MCP for this purpose to investigate the matter and based on the report of the Committee, MCP will take action for termination and penalty accordingly.
- xii. If at any point of time the MCP finds out that counterfeit Receipts are being used by Service Provider, then the Contract Agreement with the Service Provider will be terminated forthwith and Criminal proceedings will be lodged against the Service Provider.
- xiii. There shall be regular surveying of the Area by the authority or its representative where 30% of the total households will be randomly verified for performance of the Service Provider and out of the 30% if the service to 50% household of the Area is found either irregular or not covered, then the contract agreement will be terminated immediately.
- xiv. The Service Provider (in short "HBR" and "HBA") shall not effect any change in the constitution of the respective companies during the subsistence of this contract agreement.

b. MCP Event of Default


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Any of the following events shall constitute an event of default by the MCP ("MCP Event of Default"), unless caused by a Service Provider Event of Default or a Force Majeure Event:

- i. The MCP has failed to make any payments due to the Service Provider and more than 90 days have elapsed since such default.
- ii. The MCP has failed to adhere to any other performance obligations under the Agreement; and the same has not been remedied for more than 60 days of receipt of notice thereof issued by the Service Provider.

6.2. Penalties:-

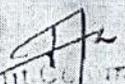
In case of a Service Provider Event of Default or non - performance of its obligations, the Service Provider shall pay to the MCP penalty amounts as set out in Clause 6.1 (a).

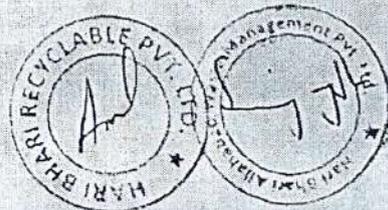
6.3. Termination due to Event of Default

Termination for Service Provider Event of Default Without prejudice to any other right or remedy which the MCP may have in respect thereof under this Agreement, upon the occurrence of a Service Provider Event of Default, MCP may terminate this Agreement by issuing a termination notice setting out the underlying Event of Default and the termination date. The Service Provider shall continue to perform its obligations under the Agreement till Termination Date.

6.4. Termination Payments

- a) Upon Termination of this Agreement on account of Service Provider Event of Default, the Service Provider would not be entitled to any compensation from MCP and the Performance Security shall be forfeited.
- b) Upon Termination of this Agreement on account of MCP Event of Default, the Service Provider would be entitled to the payments due from the MCP and the Performance Security shall be released.
- c) Any kind of financial irregularity will lead to termination of the contract of service provider subject to prior one month notice and prior enquiry.
- d) If Service Provider intends to terminate the contract he has to give prior notice of six months to MCP and in case of termination, first right of taking over the machinery at depreciation book value of assets and in case the Service Provider stops the work or exit without prior notice, MCP will have right to confiscate the machinery and carry on the solid waste management work in larger public interest.
- e) Termination cannot happen without one month notice and rectification period of three months. In case of termination of agreement by Municipal Corporation, 120% of book value of the investment made by Service Provider and associate to be paid back to Service Provider by MCP.


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ARTICLE 7
DISPUTE RESOLUTION

7.1. Amicable Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.

7.2. Arbitration

Subject to the provisions of Article 7.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other party to appoint its arbitrator. If within 30 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take steps in accordance with Arbitration Act.

Pending the submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award.

The place of arbitration shall ordinarily be Patiala.

ARTICLE 8
MISCELLANEOUS

8.1. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and courts at Patiala shall have jurisdiction relating to all matters arising from this Agreement.

8.2. Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

8.3. Intent and Effect

Each of the Parties hereto undertakes to fully and promptly observe and comply with the provisions of this Agreement.


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8.4. Non-Waiver

No omission or delay on the part of any Party in requiring a due and punctual fulfillment by any other Party of its obligations hereunder shall constitute, or be deemed to constitute, a waiver of any of such Party's rights to require such due and punctual fulfillment and in any event shall not constitute or be construed as a continuing waiver and/or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of such other.

Party hereunder or as a waiver of any remedy.

8.5. Binding Effect

Subject to the terms and conditions hereof, this Agreement is binding upon and shall ensure to the benefit of the Parties and their respective successors and permitted assigns.

8.6. Invalid Provisions

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the right so rob ligations under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

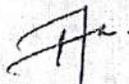
8.7. Additional Document

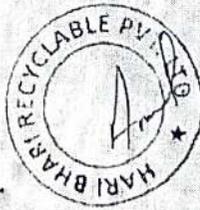
Each Party hereto shall promptly execute and deliver such additional documents and Agreements as are envisaged in this Agreement and any other Agreement or document as may be reasonably required for the purpose of implementing this Agreement, provided that no such document or Agreement shall be inconsistent with the spirit and intent of this Agreement

8.8. Counterparts

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of these shall together constitute one and the same instrument.

8.9. Notices


 Joint Commissioner
 Municipal Corporation
 PATIALA




All notices, requests, demands and other communications made or given under the terms of this Agreement or in connection herewith shall be in writing and shall be either personally delivered, transmitted by postage prepaid registered mail (confirmed and writing by postage prepaid registered mail), and shall be addressed to the appropriate Party at the following address or to such other address or place as such Party may from time to time designate.

SWM Rules 2016 and bylaws framed by MCP there under must be adhered to by the Service Provider.

8.10. Documents

The following documents shall be deemed to form and be read and construed as part of this Agreement.

- Letter of Acceptance (MCP/CE(HQ)/2018/277 dated 09-10-2018)
- RFP issued by MCP along with its Tender Forms and addendums/ corrigendum.
- Proceeding of Negotiation Meeting and written communication thereof, if any.
- Consortium agreement entered into between M/S HariBhari Recyclable Private Limited and M/S HariBhari Allahabad waste Management Private Limited on 07-06-2018.

However, in case of any conflict of any clause or term in any of the above referred documents, clauses or terms in this contract will prevail.

For Hari Bhari Recyclable Pvt. Ltd.

1. Amit Parasnath Kumar
Director

[Signature]
Joint Commissioner
Municipal Corporation, Patiala.
PATIALA

For Hari Bhari Allahabad Waste Management Pvt. Ltd.

2. Sujay Jha
Director

Witness :
[Signature]
1. *[Signature]*
2. *[Signature]*
H.No. 10/11 St. No. 16 Gurgaon Nagpur

Witness :
[Signature]
1. *[Signature]*
2. *[Signature]*
Municipal Corporation (Patiala)

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVEWRITTEN.

UID No. 5213 2720 4557

[Signature]
Joint Commissioner
Municipal Corporation, Patiala
PATIALA

Government of Punjab

RFP/Tender Reference no...43-44/SE... dt...30/7/2024

The Department of Municipal Corporation Patiala invites online bidding for the following: -

Sl. No	Item/Description of works	Qty (No. of works)
1	Selection of Concessionaire for Execution/Installation and Operation & Maintenance of a 100 TPD Waste to CBG (WtG) Project based on Segragated Municipal Solid waste (Organic) as feed on Design, Build, Finance, Operate and Transfer (the "DBFOT") of Public-Private Partnership at Patiala, Punjab	1

Prebid meeting time 12.08.2024 at 11:00 am in the office of Superintending Engineer, MC Patiala
 Closing date & time upto 21.08.2024 at 17:00 hrs
 Opening date & time 22.08.2024 at 11.00 am
 For details log onto www.eproc.punjab.gov.in

Note:- Any corrigendum (s) to the Tender / RFP Notice shall be published on the above website only.


 Superintending Engineer,
 Municipal Corporation Patiala

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ANNEXURE - R-2/4





ਦਫਤਰ ਨਗਰ ਨਿਗਮ ਪਟਿਆਲਾ

MUNICIPAL CORPORATION PATIALA

No. 149-154

Date 28-7-2020

To

Aakanksha Enterprises
C-108, Mahavir Vihar, Sector-1, Dwarka,
New Delhi-110045
Email:- aakankshaenterprises77@gmail.com

Subject: Work Order for Bio-Remediation of Municipal Solid Waste dumpsite

The General House of Municipal Corporation Patiala res. no. 3/217 dt. 08.01.2020 and Finance & Contract Committee res. no. 572 dt 28.07.2020 approved the rates / terms & conditions of the contract. You are directed to start the work as per following rates , terms & conditions:-

Time Limit

Working period	16 months (485 days)
Mobilization period	3 months
Monsoon period	3 months
Total Period	22 months

Financial terms:

CAPITAL COST					
S no	Equipments	Unit	Qty	Rate	Amount Rs
1	Double stage 70mm-25 mm Trommel	Nos	2		
2	Feeding Chute	Nos	2		
3	Feeding Conveyor (7 Mtr Long)	Nos	2		8860000
4	Rejects Conveyor (5-7 Mtr Long)	Nos	2		
5	Radial loader	Nos	2		
6	Double Stage Ballastic Separator 10 TPH including conveyors etc	Nos	1	2070000	2070000
7	Solid Waste Shredder 10-11 ton/hour	Nos	1	2975000	2975000
8	Wheeled Loading Shovel with Dozer Blade 1.8-2.0 cum capacity.	No.	1	4025000	4025000
	JCB 432ZX or equivalent				
9	Back Hoe Loader 4x4	Nos	2	2879500	5759000
	(JCB) (JCB Make 3DX Super 4WD HDT 6 IN Loader Bucket Livelink) or equivalent				
10	Tippers -	Nos	3	2495000	7485000
	EICHER 50.16 TIPPER 10 CU. M. (EICHER 50.16 TIPPER 10CU.M.) or equivalent				
11	Civil work for fixing of Trommel, ballaster separator and schredder machine and shed for the protection from sun and rain	Nos	1	600.000	600,000
12	Security Guard Cabin	Nos	1	50,000	50,000
				Total A	31824000

OPERATIONAL COST					
	Machinery	Unit	Qty	Rate	Amount
	Processing/operation cost for the disposal of legacy waste for 16 months	Job	1	36700000	36700000
				Total B	36700000
				Gross Total A+B	68524000

Payment Schedule

S. No.	Activity	% of Payment	Documents Required / Remarks
1	First payment of 80% of the CAPEX will be released after the supply and installation of machinery at site as per the Specification Provided in the Technical Annexure-X.	80%	Material delivery report
2	The first quarter payment of the (tendered) O&M amount will be released without contour survey @ 3 times the volume of inert retrieved; along with 5% payment of CAPEX for the first periodic bill (Second payment). This payment shall be treated as advance & the same will be adjusted in the next periodic payment.	5%	Certification from Health Branch is mandatory.
3	Third payment of 5% of the CAPEX and O&M payment for the first quarter will be released after the certification of removal of garbage as per time schedule mentioned in the Scope of work clause 41.	5%	Certification from Health Branch for the removal garbage is mandatory.
4	Fourth payment of 5% of the CAPEX and O&M payment for the first quarter will be released after the certification of removal of garbage as per time schedule mentioned in the Scope of work clause 41.	5%	Certification from Health Branch for the removal garbage is mandatory.
5	Fifth payment of 5% of the CAPEX and O&M payment for the first quarter will be released after the certification of removal of garbage as per time schedule mentioned in the Scope of work clause 41.	5%	Certification from Health Branch for the removal garbage is mandatory.
6	Sixth and Final payment of O&M will be released after the certification of removal of full garbage on the completion of 16 months.	Full	Certification from Joint Commissioner/ Additional Commissioner or a Committee constituted by the Commissioner Municipal Corporation is mandatory as the work has been completed.

Time Frame for payments

Milestones/Activities to be performed/ completed	Time and Dates
Mobilization of the manpower and machinery, taking over of dumpsite land from MCP, excavation of waste, stabilization of waste, obtaining statutory environmental clearance/ permission, erection of facility	Three (3) month from the date of agreement
To clear/dispose-off 20% of Waste from the dumpsite	Three (3) months from the Operations Date.
To clear/dispose-off 40% of Waste from the dumpsite	Six (6) months from the Operations Date.
To clear/dispose-off 60% of Waste from the dumpsite	Nine (9) months from the Operations Date.
To clear/dispose-off 80% of Waste from the dumpsite	Twelve (12) months from the Operations Date.
To clear/dispose-off 100% of Waste from the dumpsite and clear the whole dumpsite.	Sixteen (16) months from the Operations Date.

Important Terms & Conditions: -

1. The concessionaire shall be responsible to obtain the electrical connection for total O&M on its own and shall be responsible to pay all the electric bills.
2. The concessionaire shall be responsible to treat the legacy waste in atleast two shifts daily but is free to work 24X7 subject to labour laws as applicable.
3. Every removal of material from dumpsite and its destination will be video graphed regularly by the bidder and submitted to MCP in CD form and its copyright shall remain with MCP.
4. The concessionaire will be responsible to remove Domestic / Industrial / Bio medical waste that might be found in the dumpsite as per the respective applicable rules and laws.
5. The concessionaire shall be responsible to get any other approval/NOC from the concerned department if required.
6. The remediation operations should be carried out strictly as per Solid Waste Management Rules, 2016.
7. The concessionaire shall be responsible to purchase the equipment / machinery from the GeM portal (Government E-marketing) if available.
8. All vehicles should be latest Bharat Stage Compliant.
9. The concessionaire shall be fully responsible to deliver the end objective and will not be entitled to cite inapt machinery for non-performance.
10. You are directed to execute the Agreement and furnished the Performance Guarantee of Rs. 30 lac (Rupees Thirty lac only) in the form of a Bank Guarantee as the format in Annexure X of the RFP within 21 days from the LOI/work order.
11. The Bank guarantee should be valid for the entire contract period and 3 months thereafter (25 months) and the bank guarantee shall be payable at Patiala.
12. The various clauses of RFP and Addendum are the integral part of this work order.

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o/c
Corporation Engineer
Municipal Corporation Patiala.

Copy to:-

1. P.A. to Mayor for information to the Worthy Mayor.
2. P.A. to Commissioner for information to the Worthy Commissioner.
3. Joint Commissioner for information.
4. Superintending Engineer for information.
5. Chief Sanitary Inspector, Health Branch, Municipal Corporation Patiala for information and compliance.

o/c
Corporation Engineer
Municipal Corporation Patiala.
P.

Government of Punjab

RFP/Tender Reference no. 41-42/SE... dt. 30/7/2024

The Department of Municipal Corporation Patiala invites online bidding for the following: -

Sl. No	Item/Description of works	Qty (No. of works)
1	Bio-Remediation of Municipal Solid Waste at Dump Site Patiala	1

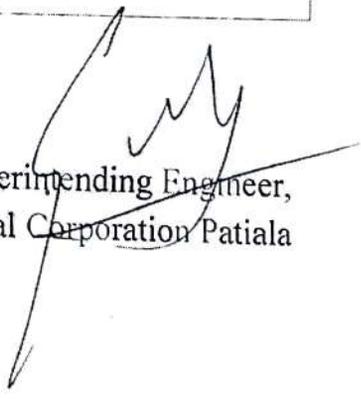
Prebid meeting time 12.08.2024 at 11:00 am in the office of Superintending Engineer, MC Patiala

Closing date & time upto 21.08.2024 at 17:00 hrs

Opening date & time 22.08.2024 at 11.00 am

For details log onto www.eproc.punjab.gov.in

Note:- Any corrigendum (s) to the Tender / RFP Notice shall be published on the above website only.


Superintending Engineer,
Municipal Corporation Patiala

Form - IV

[See rule 15(za), 24(2)]

Format for annual report on solid waste management to be submitted by the local body

CALENDER YEAR	DATE OF SUBMISSION OF REPORT
2023-24	28/06/2024

1.	Name of the City/Town and State	Patiala ,Punjab
2.	Population	495146
3.	Area in sq. kilometers	68
4.	Name & Address of the local body Telephone No. Fax No.:	Municipal Corporation Patiala Municipal Corporation Patiala 0175-2311326 0175-2213246
5.	Name of officer in-charge dealing with solid waste management(SOLID WASTEM) Phone No. Fax No. E-mail:	Manisha Rana IAS healthbranchmcpata@gmail.com
6.	Number of households in the city/town Number of non-residential premises in the city Number of election/Administrative wards in the city/town	97918 24739 (Property Tax Survey) 60
7.	Quantity of solid waste (solid waste)	
	Estimated quantity of solid waste generated in the local body area per day in metric tones	219 TPD
	Quantity of solid waste collected per day	219 TPD
	Per capita waste collected per day	450gm
	Quantity of solid waste processed	123
	Quantity of solid waste disposed at dumpsite/landfill	96
8.	Status of Solid Waste Management service	
	Segregation and storage of waste at source Whether SOLID WASTE is stored at source in domestic/ commercial/ institutional bins	Yes
	Percentage of households practice storage of waste at source in domestic bins	88
	Percentage of non-residential premises practice storage of waste at source in commercial/institutional bins	86
	Percentage of household dispose or throw solid waste on the streets	0
	Percentage of non-residential premises dispose or throw solid waste on the streets	0
	Whether SOLID WASTE is stored at source in segregated form.	Yes
	Percentage of premises segregating the waste at source	87
9.	Door to Door collection of solid waste	
	Whether door to door collection (D2D) is being done in the city/town	Yes
	Number of wards covered in D2D collection of waste	60

No. of households covered	97918				
No. of non-residential premises including commercial establishments, hotels, restaurants, educational institutions/offices etc. covered	24739 (Property Tax Survey)				
Percentage of residential and non-residential premises covered in door to door collection through: Motorized vehicle Containerized tricycle/handcart Other device	10	300			
Sweeping of streets					
Length of roads, streets, lanes, by-lanes in the city that need to be cleaned	600 KM				
Frequency of street sweepings and percentage of population covered	Frequency	Daily	Alternate Days	Twice a week	Occasionally
	% of population covered	100			
Tools Used					
Manual sweeping	100%				
Mechanical sweeping	Mechanical sweeping machine is working				
Whether long handle broom used by sanitation workers	Yes				
Whether each sanitation worker is given handcart/tricycle for collection of waste	Yes				
Whether handcart/tricycle is containerized	Yes				
Whether the collection tool synchronizes with collection/waste storage containers utilized	Yes				
Secondary Waste Storage facilities					
Details of waste storage depots in the city/town					
Ward wise details of waste storage depots	attached				
Ward No	60				
Area	68				
Population	495146				
No. of bins placed	108				
Total volume of bins placed					
Total storage capacity of waste storage facilities in cubic meters	0.7				
Total waste actually stored at the waste storage depots daily					
Give frequency of collection of waste from the depots Number of bins cleared	Frequency	No. of bins			
	Daily	108			
	Alternate Days				
	Twice a week				
	Once a week				
	Occasionally				

Whether storage depots have facility for storage of segregated waste in green, blue and black bins		Yes			
No. of green bids		120			
No. of blue bids		120			
No. of black bids					
Whether lifting of solid waste from storage depots in manual of mechanical. Give percentage					
(%) of Manual Lifting of solid waste		55			
(%) of Mechanical lifting		45			
If mechanical- specify the method used		Front-end loaders			
Whether Solid Waste lifted from door to door and transported to treatment plant directly in segregated form		Yes			
Waste transportation per day details					
Type of Vehicle		Number of Vehicles		Number of Trips made waste transported	
Non tipping Truck		28		4	
Give frequency of collection of waste from the depots Number of bins cleared			Frequency		(%) of waste transported
			Daily		100
			Alternate Days		
			Twice a week		
			Occasionaly		
Quantity of waste transported each day		219			
Percentage of total waste transported daily		100			
Waste Treatment Technologies used		Pits Composting, Vermi composting, Aerobins composting, windrow, junk dealers			
Whether solid waste processed daily		Yes			
Quantity of waste processed daily		123			
Whether treatment is done by local body or through an agency		Through an Agency			
Land(s) available with the local body for waste processing(in Hectares)		5			
Land currently utilized for waste processing		5			
Solid waste processing facilities in operation		5			
Solid waste processing facilities under construction		0			
Distance of processing facilities from city/town boundary		1			
Details of technologies adopted					
Type of Technology Adopted	Quantity of raw material processed	Quantity of final product processed	Quantity of sold	Quantity of residual waste landfilled	
Composting	63.5	25	0	0	
Solid waste disposal facilities					
No. of dumpsites available with the local body		1			
No. of sanitary landfill sites available with the local body		0			
Area of each such sites available for waste disposal		5			

Area of land currently used for waste disposal	5
Distance of dumpsite/landfill facility from city/town	3 kms.
Distance from the nearest habitation	0.3 kms.
Distance from water body	0.1 kms.
Distance from state/national highway	3 kms.
Distance from airport	10 kms.
Distance from important religious place or historical monuments	2 kms.
Whether it falls in flood prone area	No
Whether it falls in earthquake fault line area	No
Quantity of waste landfill each day	0
Whether landfill site is fenced	No
Whether lighting facility is available on site	No
Whether Weigh bridge facility available	No
Vehicles and equipments used at landfill	Bulldozers
Man power deployed at landfill site	No
Whether covering is done on daily basis	No
If not, frequency of covering the waste deposited at landfill	No
Cover material used	No
Whether adequate covering material is available	No
Provisions for gas venting provided	No
Provisions for leachate collection	No
Whether an action plan has been prepared for improving solid waste management practices in the city	Yes
What separate provisions are made for :	
Dairy related activities	Yes
Slaughter houses waste	Yes
C&D waste (construction debris)	Yes
Details of Post closure Plan	
How many slums are identified and whether these are provided with solid waste management facilities	No
Give details of: Local body's own manpower deployed for collection including street sweeping, secondary storage, transportation, processing & disposal waste	476 Regular
Give details of: Contractor/concessionaire's manpower deployed for collection including street sweeping, secondary storage, transportation, processing & disposal of waste	350 Contract 87 Outsource
Mention briefly, the difficulties being experienced by the local body in compliance with provisions of these rules	Behaviour changes are hard to bring about among substantial no. of households
Mention briefly, if any innovative idea is implemented to tackle a problem to solid waste, which could be replicated by other local bodies	

Date: 28/06/24

Place: Patiala


 Joint Commissioner

Municipal Corporation Patiala



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Aman Kumar Thakur <amankumarthakur1992@gmail.com>

Report in O.A No. 434/2023 title as Davinder pal singh VS State of Punjab & Ors.

1 message

Aman Kumar Thakur <amankumarthakur1992@gmail.com>
To: judicial-ngt@gov.in, cs@punjab.gov.in, eic.pwssb@punjab.gov.in

Thu, Aug 1, 2024 at 5:57 PM

Dear Sir/Madam,

Please find attached herewith the softcopy of the Report

 Report Patiala.pdf

on behalf of Respondent No.2 in the captioned matter.

Thanking you,

Warm Regards

AMAN KUMAR THAKUR
Advocate
OFFICE OF Mr. SANCHAR ANAND(Adv)