

**BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, NEW DELHI**

ORIGINAL APPLICATION NO. 606/2018

IN THE MATTER OF: -

COMPLIANCE OF MUNICIPAL SOLID WASTE MANAGEMENT
RULES, 2016 AND OTHER ENVIRONMENTAL ISSUES

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THROUGH



(SHUBHAM BHALLA)
Advocate for Respondent/State of Arunachal Pradesh
Office: D-52, Basement, Panchsheel Enclave, New Delhi-17.
Mob. No. 9654427273; Email: shubhambhalla@hotmail.com

PLACE: NEW DELHI.
DATE: 22.02.2025.



**THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,
NEW DELHI**

Original Application No. 606/2018

IN THE MATTER OF: -

COMPLIANCE OF MUNICIPAL SOLID WASTE MANAGEMENT
RULES,
2016 AND OTHER ENVIRONMENTAL ISSUES

**SHORT AFFIDAVIT ON BEHALF OF STATE OF
ARUNACHAL PRADESH.**

I, Shri Manish Kumar Gupta, Chief Secretary, Government of Arunachal Pradesh, being well conversant with the fact of the case in my official capacity and being competent to swear this affidavit on behalf of State of Arunachal Pradesh, do hereby solemnly affirm and state as under: -

1. That I am the Chief Secretary, Government of Arunachal Pradesh, in the above-captioned matter and I am fully conversant with the facts and circumstances of the case and am duly competent to file the present Short Affidavit.
2. That, I have read the contents, and I submit that the facts stated in this Affidavit are true to the best of my


Executive Magistrate
Law, Legislative & Justice Deptt
Civil Secretariat Itanagar
Arunachal Pradesh



knowledge and are derived from the office records made available by the concerned Departments.

3. That the present affidavit is in furtherance of the progress report dated 08.02.2025 filed by the State of Arunachal Pradesh. The contents of the progress report dated 08.02.2025 are true and was prepared under the instructions of the Deponent. The contents of the same are not repeated for the sake of brevity and it is prayed that the contents of the progress report dated 08.02.2025 are read as a part of this short affidavit.
4. That the said matter was heard on **13.02.2025**. It is submitted that the Government of Arunachal Pradesh has approved the **allocation** of funds amounting to **Rs.200,00,00,000/-** (Rupees Two Hundred Crores) during the financial year 2024-25) on **24.07.2024** for the exclusive purpose of creation and management of Solid & Liquid Waste Processing facilities in compliance with the order issued by this Hon'ble Tribunal. A true copy of the letter dated 24.07.2024 is annexed herewith as **Annexure A**.
5. That it is submitted that the Ring Fenced Account has been created at the State Bank of India (SBI) Account No. 43797813475 (**Annexure-B**) on 06.02.2025 and a


Executive Magistrate
Law, Legislative & Justice Deptt
Civil Secretariat Itanagar
Arunachal Pradesh



sum of **Rs. 200,00,00,000/-** (Rupees Two Hundred Crores) has **already been deposited** on 18.02.2025 **(Annexure-C)** and the said amount shall be operated as per directions of the Chief Secretary, who is also the Chairman of Environmental Monitoring Committee exclusively for the purpose of creation of solid & liquid waste processing facilities, setting up of STPs and FSSTPs to eliminate the existing gap in solid and liquid waste management facilities in the state.

6. That in order to obtain factual data, a study was sanctioned by the answering respondent and the work awarded to one GTRE GREEN PVT. LTD after observing all necessary codal formalities whereby Quantification & Characterization of Legacy Waste was assessed for 15 towns by experts conducted in Phase-I Study. Further, study under Phase-II is currently being undertaken for remaining 12 towns **(Annexure-D)**. Agreement may be seen at **Annexure-E**.

7. That it is submitted that the directions issued by this Hon'ble Tribunal for Legacy Waste remediation stand complied within major towns, namely Ziro, Pasighat, Itanagar and Naharlagun, whereas the process is currently in progress for Aalo. It is submitted that the

A handwritten signature in blue ink, appearing to be "Adw", is written over the official stamp.



waste management in other census towns will also be undertaken as per the data provided by the said report to be submitted by GTRE GREEN PVT. LTD.

8. That with regard to liquid waste, the State High Powered Committee (SHPC) has approved detailed project reports (DPR) for the implementation of Used Water Management projects in 27 urban towns with a total project cost of ₹ 167.99 crore including Rs. 113.75 crore CAPEX and Rs. 54.24 crore OPEX. The said DPRs are currently under examination for accord of technical sanction for onward floating of tenders by March'2025. It is pertinent to mention that **FSTP at Itanagar** (0.1 MLD capacity) is presently operational. **Septage Treatment Plant** (0.04 MLD capacity) for the cluster of towns i.e., **Namsai, Roing & Tezu** is operational. **Johkasou STP in upstream of Yagamso River** (0.2 MLD capacity) is operational. Further, the **STPs at Pasihat** (4 MLD) and **Naharlagun** (3 MLD) is targeted to be completed by 31.03.2025.


Executive Magistrate
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Civil Secretariat Itanagar
Arunachal Pradesh



9. That Detailed Project Reports for Used Water Treatment Projects for 27 towns has also been approved by the State High Powered Committee.

10. The documents substantiating the aforementioned averments are already on record in the progress report dated 08.02.2025.

DEPONENT

VERIFICATION: -

I, Shri Manish Kumar Gupta, Chief Secretary, Government of Arunachal Pradesh, the deponent above-named do hereby verify and declare that the facts stated in the above affidavit from para no.1 to 10 are true to best my knowledge and belief.

Verified at Itanagar on this 21st day of February 2025.

DEPONENT

Executive Magistrate
Law Legislative & Justice Deptt
Civil Secretariat Itanagar
Arunachal Pradesh

CHIEF SECRETARY
Govt. of Arunachal Pradesh
Itanagar

Government of Arunachal Pradesh
Finance, Planning & Investment Department
Budget Branch:: A.P. Civil Secretariat
Itanagar

Computer No.196976

Dated Itanagar, 24th the July 2024

To

The Chief Engineer (Urban Development)
Arunachal Pradesh
Itanagar.

Sub :- Allocation of Fund.

Ref :- File No.UDH-12011/6/2024 Computer No.196045.

Sir,

I am directed to convey the Government approval for allocation of fund to the tune of ₹20000.00 Lakh (Rupees Two Hundred Crore) only during Current Financial Year 2024-25 as compensation amount for depositing in the **Ring-Fenced Account** to be operated as per the direction of the Chief Secretary only for exclusive use in Solid Waste Processing facilities, remediation of legal waste and setting up of STPs and FSSTPs in order to close/eliminating the gap in solid and waste management activities in the State by Urban Development Department in compliance to National Green Tribunal Orders. The Expenditure is debitable under the Head of Account **2217-80-001-01-00-49 Other Revenue Expenditure** against the Demand No. 57 Urban Development.

All the codal formalities, the provisions and conditions prescribed in the GFR, DFPR, CPWD Manual etc., all the financial rules and regulations, the guidelines and directives issued by the Govt. of India, Ministry of Finance, GOI, Administrative Ministry of GoI, CVC and Govt. of Arunachal Pradesh in this regard from time to time should be followed in the letter and spirit without fail and any lapse in this regard shall squarely be responsibility of the Department including FD Concurrence.

This supersedes the earlier allocation No. Budget-UD/NGT/2024-25/230 Dated Itanagar the 22nd July 2024.

This issues with the approval of Competent Authority.

Yours faithfully,
Signed by

Gyati Tagia

Date: 24-07-2024 14:37:06

(Gyati Tagia)

Under Secretary,(Budget)
Govt. of Arunachal Pradesh
Itanagar.

Memo No. BUDGET-UD/NGT/2024-25/241

Dated Itanagar the 24 July 2024

Copy to

1. The Under Secy. to Chief Secretary, Govt. of A.P., Itanagar for information please.
2. The Commissioner (UD), Govt. of Arunachal Pradesh, Itanagar information please.
3. The Joint Secy (Budget), Govt. of A.P, Itanagar.
4. The Data Entry Operator, Joint Secretary (Budget) cell.
5. Office copy.

(Gyati Tagia)
Under Secretary,(Budget)


//TRUE COPY//

Annexure-B

MARGA VIP ROAD

SBI भारतीय स्टेट बैंक
STATE BANK OF INDIA

Email: sbi.06091@sbi.co.in
Phone No.: 2292373
IFSC: SBIN0006091

Buss. Hrs: 10:00:00-16:00:00
MICR: 791002002

Name: CHIEF ENGINEER- UD (RING FENCED ACCOUNT) ITANAGAR
S/D/H/o :
CIF Number : 92019161317
Account No.: 43797813475
A/c Type : REGULAR SAVINGS BANK ACCOUNT
Address : CHIEF ENGINEER UD & HOUSING
MOWB II ITANAGAR
ITANAGAR

MOP: SINGLE
A/c Opening Dt: 06/02/2025
Nom Reg No:
Customer's PAN:
Date of Issue: 10/02/2025
CONTINUATION

Phone No. :
Email :
D.O.B.(If Minor):
PO Number :


//TRUE COPY//



STATEMENT OF ACCOUNT

STATE BANK OF INDIA

ITANAGAR
 TT MARG, VIP ROAD
 BANK TINALI, ITANAGAR ARUNACHAL PRADESH
 Pin Code : 791111

CHIEF ENGINEER- UD (RING FENCED ACCOUNT)
 ITANAGAR
 CHIEF ENGINEER UD & HOUSING
 MOWB II ITANAGAR
 ITANAGAR

Branch Code : 6091
 Branch Email : sbi.06091@sbi.co.in
 Branch Phone : 2292373

Passbook Part
 Part Code : 791111

Date of Statement : 18-02-2025
 Time of Statement : 12:38:51
 Cleared Balance : 2,00,00,00,000.00CR
 Uncleared Amount : 0.00
 +MOD Bal : 0.00
 Limit : 0.00
 Monthly Avg Balance : 0.00
 Interest Rate : 2.70 % p.a.
 Drawing Power : 0.00
 Account Open Date : 06-02-2025

CIF No : 92019161317
 Account No : 43797813475
 Product : REGULAR SB CHQ-ENTITIES
 IFSC Code : SBIN0006091
 MICR Code : 791002002
 Currency : INR
 Account Status : OPEN
 Nominee Name :
 CKYC No : Not Available
 Email : Not Available

Statement From : 01-02-2025 To 18-02-2025

Post Date	Value Date	Description	Cheque No/Reference	Debit	Credit	Balance
		BROUGHT FORWARD				0.00
18-02-2025	18-02-2025	CREDIT 6461000 GT			50,00,00,000.00	50,00,00,000.00CR
18-02-2025	18-02-2025	CREDIT 6461000 GT			50,00,00,000.00	1,00,00,00,000.00CR
18-02-2025	18-02-2025	CREDIT 6461000 GT			50,00,00,000.00	1,50,00,00,000.00CR
18-02-2025	18-02-2025	CREDIT 6461000 GT			50,00,00,000.00	2,00,00,00,000.00CR
		CLOSING BALANCE				2,00,00,00,000.00CR

Statement Summary : 01-02-2025 To 18-02-2025

Brought Forward	Dr Count	Cr Count	Total Debits	Total Credits	Closing Balance
0.00	0	4	0.00	2,00,00,00,000.00	2,00,00,00,000.00CR

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder Please Check The Transaction With Extra Care.
 Last transaction date and time appearing in this statement is 18-02-2025 & 12:38:51

---END OF STATEMENT---
 Page no. 1

[Handwritten Signature]
 18.2.2025

[Handwritten Signature]
//TRUE COPY//

Annexure-D



File No. UDH-12011(11)/132/2024
 GOVERNMENT OF ARUNACHAL PRADESH
 OFFICE OF THE CHIEF ENGINEER
 DEPARTMENT OF URBAN DEVELOPMENT & HOUSING
 MOWB-II, ITANAGAR::791111
 Email:: ceud-arn@nic.in::ph-0360-2214413/2217002 (fax)

Dated Itanagar the 6th Feb'2025.

To,
 M/s GTRE GREEN Pvt. Ltd.
 Itanagar

Sub.: Acceptance of Tender for the work "Study on quantification, characterization of municipal fresh and legacy waste including GIS mapping of dumping sites under Ring-Fenced Account (NGT) for 12 (twelve) towns."

Sir,

In inviting a reference to above and e-tendering ID: 2024_APUDH_2003_1 in connection with "Study on quantification, characterization of municipal fresh and legacy waste including GIS mapping of dumping sites under Ring-Fenced Account (NGT) for 12 (twelve) towns", it is to convey approval of the competent authority for the following firm as per its quoted amount for your further necessary action.

Sl. No.	Name of Firm	Quoted Amount
1	M/s GTRE GREEN Pvt. Ltd. Itanagar	Rs. 55,46,000.00 (Fifty-Five lakhs forty-six thousand) only inclusive of all taxes

Therefore, you are requested to convey your acceptance and execute the formal agreement as per clauses of contract with all relevant codal formalities.

Yours faithfully,

Enclo.: 1) Technical bids of the qualified firm
 2) Price bids of the firm.

Digitally signed by

Taring Darang

Chief Engineer

Deptt. of UD & Housing, Itanagar

Date: 06-02-2025 08:08:45

Chief Engineer

Deptt. of UD & Housing

Govt. of A.P.

Memo No. UDH-12011(11)/132/2024
 Feb'2025.

Dated Itanagar, the 6th Feb'2025

Copy to:-

1. The PS to Commissioner (urban Affairs, Govt. of Arunachal Pradesh, Itanagar for information.
2. Office copy.

Chief Engineer

//TRUE COPY//



अरुणाचल प्रदेश ARUNACHAL PRADESH

669654

Agreement for "Appointment of consultant for study on quantification, characterization of Municipal fresh and legacy waste including GIS mapping of dumping sites"

THIS AGREEMENT is entered in to on this day of 19th February 2025

BETWEEN

On behalf of Governor of Arunachal Pradesh represented by *Chief Engineer, Urban Development & Housing, having its Office at Mowb-II, Itanagar, Arunachal Pradesh India* (hereinafter referred to as the "FIRST PART" which expression shall, unless repugnant to the meaning or context here of, be deemed to include its successors and permitted assigns), of the FIRST PART.

AND

M/s GTRE Green Pvt. Ltd., Ganga village, Block-A, Itanagar Consultancy firm organized and existing under the laws of India (an Indian company) and having its office at *Ganga village, Block-A, Itanagar* through its Director Shri. Karbom Ngomdir (hereinafter called the consultant') which expression shall, unless repugnant to the meaning or context here of, be deemed to include its successors and permitted assigns), of the;

D.H.



1

I.T.D.
19.02.2025
Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.
Itanagar

SECOND PART.

WHEREAS, **M/s GTRE Green Pvt. Ltd., Ganga village, Block-A, Itanagar** a consultancy organization appointed in the Department of UD & Housing through e-tender Bid No.: UDH-12011(20)/6/2024/02 Dated Itanagar, the 21st Nov, 2024 for **“Appointment of consultant for study on quantification, characterization of Municipal fresh and legacy waste including GIS mapping of dumping sites ”** such as GIS mapping, Quantification & Characterization and Environment study, so as to avail assistance and services of the consultant which has requisite expertise and knowledge of the same.

WHEREAS, Chief Engineer, Urban Development & Housing, Itanagar, having it's Office at Mowb-II, Itanagar, Arunachal Pradesh, is an appointing authority and has been retained as authority by directly or indirectly controls for the work **“Appointment of consultant for study on quantification, characterization of Municipal fresh and legacy waste including GIS mapping of dumping sites ”** (herein after referred to as the “Project”).

Now therefore, the agreement witnesses that the said **M/s GTRE Green Pvt. Ltd., Ganga village, Block-A, Itanagar** Consultants are hereby appointed as consultant for rendering consultancy services to Chief Engineer, Urban Development & Housing, Itanagar for the aforesaid project on the terms and conditions hereinafter mentioned.

Chief Engineer, Urban Development & Housing, Govt. of A.P, Itanagar shall be referred to as “Client” in this agreement.



2

[Handwritten Signature]
19. 2. 2025
Chief Engineer
Deptt. of UD & Housing
Govt. of A.P. ✓
Itanagar

Now the agreement witnesses as under.

1. Scope of Work

- 1.1 **Primary data collection:** Population (2011 census, existing and projection) solid waste generation, existing collection, transportation and treatment etc.
- 1.2 **Study on quantification, characterization of Municipal fresh waste:**
- Collection of fresh waste for a period of 3 days from heterogeneous locations including commercial and residential areas.
 - Moisture content
 - Density of fresh waste using cube box method & others.
 - Composition of fresh waste include profiling of waste by segregating waste into category such as bio-degradable, metal, plastic, glass, domestic hazardous and C&D waste etc as per SBM Manual and SWM Rules 2016.
 - Quantification of fresh waste based on density and volume of garbage truck.
- 1.3 **GIS mapping of legacy site:** Utilizing drone technology, the project will leverage high-resolution data capture, achieving spatial resolutions of less than 5cm. This approach includes the acquisition of Digital Surface Models (DSM), Digital Terrain Models (DTM), and point cloud data for precise height determination. Consequently, the project is slated for implementation through Unmanned Aerial Vehicles (UAVs)
- Ground Control Point Collection (GCP)
 - Image Processing [Ortho-mosaic image, Digital Surface Model (DSM), Digital Terrain model (DTM) Generation]
 - Legacy waste volume calculation (data analysis)
 - Area calculation
 - Report preparation for the data collected
- 1.4 **Environmental Survey of Legacy waste:**
- Collection of representative legacy waste samples by digging out waste from the ground using JCB.
 - Finding composition of legacy waste by segregating samples into various category such as fine soil, plastic, glass, metal and inserts as per SBM manual.
 - The soil sample from the site will be examined for physical & chemical properties
 - Leachate will be collected and analysed for chemical contents
 - The water sample from the nearby water bodies/underground will be collected and will be sent to NABL lab for further analysis.
 - Ambient air at the site will be analysed on parameter such as Carbon dioxide, Carbon-monoxide, Sulphur oxide, Nitrogen oxide and Particulate matter etc.
 - The ambient noise level will be measured using dosimeter.
- 1.5 **Feasibility study for the remediation of dumping site:** Based on reports of various parameters, the study will be conducted for its feasibility for taking up bio-mining or bio-remediation projects.

3



[Handwritten Signature]
Chief Engineer
 Deptt. of UD & Housing
 Govt. of A.P.
 Itanagar

- 1.6 **Methodology and process recommendation for handling fresh and legacy Waste:** Recommend methods or process for handling fresh and legacy waste based on study and ground conditions.
- 1.7 **To handhold the ULBs in Updating the udsww portal with new data from current study from the next ensuing month reporting.**

- 1.8 List of Towns to be covered under scope of work.

Sl. No.	Name of Town
1	Anini
2	Boleng
3	Deomali
4	Dirang
5	Hawai
6	Koloriang
7	Longding
8	Rupa
9	Sagalee
10	Tawang
11	Yingkiang
12	Palin

- 1.9 In case, the Client increases the number of towns under the scope of work. The Client shall provide extra/additional fund for the new added towns in consultation and negotiation with consultant as per scope of work.
- 1.10 Preparation and submission of completion reports and documents for the projects as required and acceptable to client.

2. TERMS AND CONDITIONS

- 2.1 10% of the agreement fee payable to the consultant shall be retained from the Running bills as 'Retention Money' which shall be released after completion of the consultancy services.
- 2.2 The fee payable to the Consultant is on the present estimated cost. However, there shall be no increase in fees whatsoever, beyond the fees mentioned due to increase in completion cost due to any reason, beyond the above.
- 2.3 Notwithstanding what is stated above, the payment of fees shall be released only after the financial sanction is received. The Consultant shall have no claim on Chief Engineer, Urban Development & Housing, and Concerned Division in case release of money is delayed.
- 2.4 The Consultant undertakes to design, redesign, modify and make changes in the reports, any number of times, till they are finally approved by Chief Engineer, Urban Development & Housing, Itanagar.



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19.2.2015
 Chief Engineer
 Deptt. of UD & Housing
 Govt. of A.P.
 Itanagar

- 2.5 The Chief Engineer UD & Housing/Concern Division shall provide necessary permission and Non-Objection Certificate (NOC) for flying drone for the survey work from the authority concern.
- 2.6 The Chief Engineer UD & Housing/Concern Division shall provide logistic supports to the consultant during the visit to the various towns, other costs related to travel, fooding & lodging and hiring of JCB etc. shall be borne by the Consultant.
- 2.7 The consultant shall intimate the client in advance about their travel plan in written for necessary arrangement at the Division concern.
- 2.8 While providing consultant services, the Consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequence / any actions due to any such infringement

3. Payment milestone:

Stage	Description	Payment release	percentage
Stage - I	On Submission of Draft Report		40%
Stage - II	On Submission of Final Report		60%

- a. The cost break-up Bill of quantities (BoQ) is given in **Annexure-I**.
- b. Chief Engineer, Urban Development & Housing, Concerned Division shall release running payments on pro-rate basis for various stages depending upon extent of their completion and decision of Chief Engineer, Urban Development & Housing, in this regard shall be final.

4. PAYMENT TOWARDS VISITS

All expenses for visits performed by the consultant in connection with **quantification and characterization of Municipal Solid Waste and legacy waste** shall be borne by consultant and noting extra beyond the agreed fees is payable among to them.

- a. If at anything after award / start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the hole or any part of the works to be carried out, Chief Engineer, Urban Development & Housing, Itanagar shall give notice in writing to this effect to the consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of work.



5

J. D. A.
19-2-2015

Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.
Itanagar

5. PROJECT COMPLETION TIME SCHEDULE

S. No.	Activity Deliverable	Maximum Allowed Time (from date of signing of agreement)
1.	Inception Report	40 Days
2.	Site Survey, Investigation, sampling Analysis etc.	40 Days
3.	Submission of Draft Report	40 Days
4.	Submission of Final Report	7 Days after receiving the comment on Draft

6. SUBMISSION OF REPORT

- 6.1 The Consultant shall submit the following documents duly vetted and counter signed by Executive Engineers concerned to the Chief Engineer, Urban Development & Housing, Concerned Division.
- Six numbers of copies of project report.
 - Six sets of preliminary GIS map (Present, Past & After clearance) and drawings to be submitted to client.
 - The Consultant should deliver the work for which he had already taken advance payment, failing which, legal action shall be taken against his firm.

In addition, consultant shall give soft copies of all above documents for client / Chief Engineer, Urban Development & Housing, Concerned Division for reference and record.

- 6.2 The Consultant submitted required **"Time Schedule"** in consultation with Chief Engineer, Urban Development & Housing, Concerned Division for timely completion of consultancy works during the signing this agreement and this time schedule shall be deemed to form part of this agreement. The consultant shall complete the said works within this agreed time schedule given at **Annexure-II**. No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the client, unless the client in consequences of such variations extends the time allowed to Chief Engineer, Urban Development & Housing for the completion of the work, in which cases Chief Engineer, Urban Development & Housing, may extend the time for completion under this agreement for a period not greater than the time allowed for the completion of the whole works.

6



[Handwritten Signature]
 19.2.2005
 Chief Engineer
 Deptt. of UD & Housing,
 Govt. of A.P.
 Itanagar

- 6.3 All design and drawing shall be the property of Chief Engineer, Urban Development & Housing, Concerned Division and the name of LOGO of Urban Development & Housing shall be predominantly displayed on all the drawings and documents as "Prime Consultant". The originals of approved completion drawing should be of good quality. The proprietary rights of design shall remain with Chief Engineer Urban Development & Housing.
- 6.4 The Consultant will give an undertaking that all lab testing reports, GIS maps, drawing, composition and characterization are authentic and will be prepared and furnished to Chief Engineer UD & Housing.—At any stage during the progress of execution of the work, if any defect is noticed in the reports, drawings, designs, specifications, plans, or other documents, the consultant shall provide free of cost to Chief Engineer, Urban Development & Housing, Concerned Division fresh designs/ drawings/ specifications and other documents within a period of the fifteen days from the date of notice issued by Chief Engineer, Urban Development & Housing, Concerned Division in this regard. The consultant shall also indemnify Executive Engineer, Urban Development & Housing, Concerned Division for losses due to such defective drawing/ designs/ specifications/other documents supplied by the consultant subject to a maximum of the consultancy fees.
- 6.5 The statutory deduction of income tax, or other taxes/ dues shall be made from the payment released to consultant from time to time and same including Service Tax are deemed to be including in the Consultants fees and nothing extra shall be payable to consultant in this regard.
- 6.6 All costs related to checking / vetting shall be borne by the Consultant and is deemed to be included in the fees.
- 6.7 This agreement may be terminated at any time by Chief Engineer, Urban Development & Housing, upon one month's notice in writing being given to consultant, if the Consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Consultant's work not being satisfactory, Chief Engineer, Urban Development & Housing, will get the work done at the risk and cost of the consultant.
- 7. PENALTY**
In case the Consultant falls to complete the work within the contract period or extended period mentioned in clause 4.3 above owing to reasons attributable to consultant, liquidated damages @1% per three weeks of the total fees subject to a maximum of 5% of the total fee's payable shall be levied on the Consultant.
- 8. FORCE MAJEURE CLAUSE**
Chief Engineer, Urban Development & Housing / Executive Engineer concerned Division will not be responsible for any delay / stoppage of work due to force

7



19-2-2015
Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.,
Manager

majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the consultant on this account. The client shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable to the Consultant. However, project completion time shall be extended proportionately.

9. ARBITRATION

In the event of any question, dispute and or difference whatsoever arising under the agreement or in connection there-with including any question relating to existence, meaning and interpretation of this agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between consultant and Chief Engineer, Urban Development & Housing, with reference to and in context of the agreement failing which the same will be referred to the Sole Arbitration of any arbitrator appointed by the Commissioner Urban Affairs, whose decision shall be final and binding on both the parties. Subject to as aforesaid, the Arbitration and Conciliation Act, 1996 and rules there under these paras. It is clearly agreed that in every case where any appointee arbitrator refuses or vacates his office or neglect or refuses to act or become incapable or acting or dies, the vacancy shall be supplied by the Commissioner Urban Affairs as aforesaid. The language of the Arbitration and award shall be in English.

- 9.1 The consultants, represents and warrants that it shall comply with all applicable laws, rules and regulations and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws.
- 9.2 The parties shall not at any time during or after the term of this Agreement, divulge or allow to be divulged, to any person, any confidential information (including, but not limited to any information relating to the accounts, finance contractual arrangements, or affairs of the parties) unless they said information comes in public domain without breach by the other party Notwithstanding anything contained in this section, no party shall be precluded from disclosing any information to the extent required in legal proceedings.
- 9.3 The work site fall within the inner line area demarcation of Govt. of India and the consultant residing the outside the inner line area shall have to obtain inner line permit for entering the area / works site for himself as well as for the experts being brought from outside the inner line demarcation of designated officers for issue of the inner line permit by the Govt. of Arunachal Pradesh. For the same purpose the contractors may contract resident commissioners Govt. of Arunachal Pradesh, New Delhi, Arunachal Bhavan or the Deputy Resident Commissioner Arunachal Bhavan, Kolkata, Guwahati, Shillong or the Asstt. Director Supply and Transport, Govt. of Arunachal, Mohanbari, He shall have to pay the prescribed fees fixed by the Govt. of A.P payable for the issue of the Inner Line Permit by competent authority for or extra claim shall not be entertained.

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19.2.2025
Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.
Itanagar

9.4 This agreement will be deemed to have been executed in Itanagar and Courts in Arunachal Pradesh alone will have the jurisdiction to entertain any matter arising out of this agreement.

In witness whereof this agreement has been executed between the parties hereto by their authority officers in duplicate the day and the year first above written.

[Handwritten Signature]
19. 2. 2025

For and on behalf of **CHIEF ENGINEER,**
UD & Housing
Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.
Itanagar

[Handwritten Signature]

WITNESSES:

Supdt. Surveyor of Works-II
Department of UD & Housing
Itanagar

[Handwritten Signature]
19/02/2025

For and on behalf of **M/s GTRE GREEN**
Pvt. Ltd.



[Handwritten Signature]

WITNESSES

1) Er. Hage Anka
Assistant surveyor of works.



Annexure-E

Time Schedule

Annexure-II

(Refer Clause 4.3)

Item	Week-1	Week-2	Week-3	Week-4	Week-5	Week-6	Week-7	Week-8	Week-9	Week-10	Week-11	Week-12
Preparation of Travel itinerary, data format												
Site visits and base line data collection												
GIS Mapping												
Environmental Survey												
Physical and chemical analysis												
Feasibility Study												
Draft Report												
Final Report												



Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.
Itanagar

19.2.2015

[Signature]
//TRUE COPY//