

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
DEPT. OF STAMPS & REGISTRATION
Government of Karnataka

STAMP DUTY
KARNATAKA
ಬೆಲೆ: ರೂ. 2/-

ತು



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

ಉಪದರ್ಶನದ ಪ್ರಕಾರ
ಉಪದರ್ಶನದ ಪ್ರಕಾರ
ಉಪದರ್ಶನದ ಪ್ರಕಾರ

AGREEMENT

FOR MANAGEMENT, HANDLING AND TRANSPORTATION OF MUNICIPAL SOLID WASTES

This AGREEMENT entered into on this the 19th day of December Two Thousand and Twelve at Bangalore

BETWEEN

Bruhat Bangalore Mahanagara Palike, a Corporation, established under the Karnataka Municipal Corporations Act, 1976 (hereinafter referred to as "BBMP" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assign) OF THE ONE PART

AND

B. VENKATESH, No. 26, Chamundi Nagar Main Road, Bangalore-560 032 (Hereinafter referred to as "the Service Provider" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), OF THE OTHER PART

WHEREAS:

A. Management, handling, transportation, disposal, etc., of Municipal Solid Wastes (hereinafter referred as MSW) is an obligatory function of BBMP, under the Karnataka Municipal Corporations Act, 1976 and the BBMP is presently carrying out these functions in the areas falling within its jurisdiction.

B. In order to more effectively carry out these functions, the BBMP invited competitive proposals from eligible service providers (package wise) to carry out the work of Management, Handling and Transportation of Municipal Solid Wastes, inter alia, including:

- Door-to-door collection of segregated Municipal Solid Wastes (MSW) in the E-03 Package, 22 (V. Nagenahalli) and 33 (Manorayana palya) wards and its transportation to designated locations.
- Collection of MSW from designated locations and transportation to the decentralized segregation points/dry waste collection centers/treatment facility / landfill.

1

B. VENKATESH
CHAMUNDI NAGAR
26, Chamundi Nagar Main Road
BANGALORE - 560 032

Mohi
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

- c. Sweeping of roads, streets, footpath and pavements, cleaning of open road side drains, uprooting of vegetation, collection of construction debris from its source and transportation of the same to designated locations.
 - d. Collection of MSW from the bulk waste generators and its transportation to the treatment facility / landfill.
- C. The BBMP invited tenders for the purpose of carrying out the aforesaid task and Request For Proposal (hereinafter referred to as RFP) was published by the BBMP on the e-Portal. The said RFP, inter alia, included the broad terms and conditions of the arrangement. The said RFP shall form part of this agreement unless the same is inconsistent with the terms and conditions contained herein.
- D. In response, the BBMP received proposals from several service providers consisting of technical and financial bids. The BBMP, after evaluation of the said proposals, has accepted the proposal submitted by the Service Provider, vide Letter of Acceptance (LOA) dated:02/11/2012 subject to the terms and conditions enumerated in the Tender Document/Request for Proposal (RFP) Document.
- E. In pursuance thereto, the BBMP and the Service Provider have agreed to reduce into writing the terms and conditions governing the arrangement. In the event of any conflict and/or repugnancy between the terms and conditions contained in the RFP and this Agreement, the terms and conditions contained in the Agreement shall have the overriding effect and the terms and conditions of the RFP to the extent there is repugnancy and /or conflict shall be treated to be non-est.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

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

"Applicable Law" means all laws Environment (Protection) Act, 1986 and the Rules framed thereunder including Municipal Solid Wastes (Management & Handling) Rules, 2000, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labour (Regulation & Abolition) Act, 1970, Child Labour (Prohibition and Regulation) Act, 1986 in force and effect as of the 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.

B. V. KATESH
General Manager
#23, Channarayana Main Road
BANGALORE - 560 032

2 | Page
mhe
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಸಾವೇಳು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುಕ್ತವಾಗಿ

ಕರ್ನಾಟಕ ರಾಜ್ಯ

0000100 Page 924 Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

STAMP DUTY

KARNATAKA
ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid, Rs.

hall, convention hall, temple, residential apartments (40 units and above), institutions, public offices, railway station, bus stands or any other residential, commercial or a public entity which generates 100 kilograms and more wet waste per day and other such entity that is specifically identified and notified by the Commissioner as bulk generator.

“Collection” means lifting and removal of solid wastes from collection points or any other location.

“Commissioner” means Commissioner of BBMP or any other office authorized by him in writing to perform the functions of the Commissioner.

“Composting” means controlled process involving microbial decomposition of organic matter.

“Compliance Certificate” means the certificate to be obtained by the Service Provider in the prescribed format.

"Contract Period" shall mean a period of 3 (three) years from the date of signing of this Agreement.

"Contract Value" shall mean the Service Charge payable by BBMP to the Service Provider during the Agreement Period.

“Disposal” means final disposal of municipal solid wastes in terms of the specified measure to prevent contamination of ground – water, surface water and ambient air quality.

“**Force Majeure**,” or “**Force Majeure Event**” means an act, event, condition or occurrence as specified in Article 5.

“Generator of wastes” means persons or establishments generating municipal solid wastes.

“land filling” means disposal of residual solid wastes on land in a facility designed with protective measures against pollution of ground water, surface water and air fugitive dust, wind – blown litter, bad odour, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion.

“Management Plan” means the plan for the implementation of the Service contract submitted by the Service Provider which may be amended from time to time at the instance of BBMP.

“Municipal Solid Wastes” includes commercial and residential wastes generated in a municipal or non-municipal area in either solid or semi-solid form excluding industrial hazardous and bio-medical wastes.

3 | Page

B. VEDATESH
Garments Making
26, Chandra Nagar Main Road
BANGALORE - 560 032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

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

"Request for Proposal (RFP)" means a document published by the BBMP as a part of the Tender Process and accepted by the Service Provider before submitting the bids for consideration by the BBMP.

"Segregation" means to separate the municipal solid wastes into the groups of organic, inorganic, recyclables and hazardous wastes.

"Storage" means the temporary containment of municipal solid wastes in a manner so as to prevent littering, attraction to vectors, stray animals and excessive foul odour.

"Termination" means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of the Agreement by efflux of time at the end of three (3) years from the date 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.

"Transportation" means conveyance of municipal solid wastes from place to place hygienically through specially designed transport system so as to prevent foul odour, littering, unsightly conditions and accessibility to vectors.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a. 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;
- b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. 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);
- d. 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;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g. 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;
- h. 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;

B. VENKATESH
Garbage Cleaner
26, Chennur Road,
BANGALORE - 560 032

4 | Page
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
DEPT. OF STAMP & REGISTRATION
Government of Karnataka

200 200 200 200 000 200 200 ದಸ್ತಾವೇಜು ಹಾಳೆ
R.0000100 Document Sheet
PB6924



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

STAMP DUTY

KARNATAKA

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.

References to recitals, Articles, sub-articles and Schedules in this

Agreement;

- j. 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 otherwise;
- k. 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 Duration of the Agreement

BBMP hereby entrust the service provider with the task of carrying out the activities set out in Article 2.1 of this Agreement for a period of 3 (three) years from the date of this agreement.

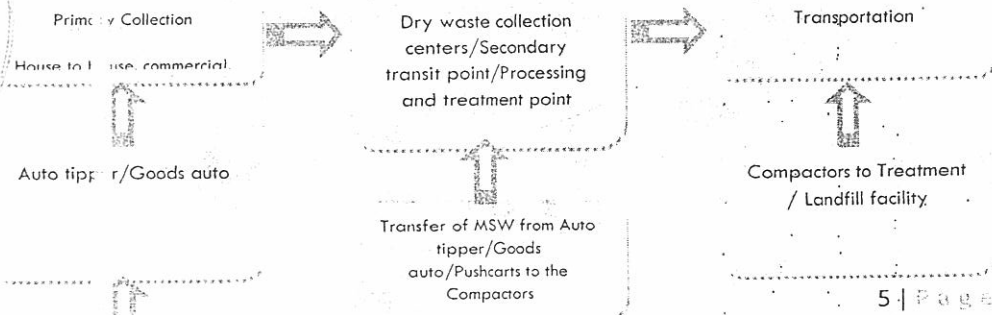
Provided that in the Event of Termination, the Agreement Period shall mean and be limited to the period commencing from the appointed date and ending with the Termination date

ARTICLE 2

SCOPE OF WORK

2.1 Scope of work

The Scope of Work for MSW Management under this agreement is set out below:



5 | Page

B. V. KATESH
Garbage Cleaning
26, Channarayana Nagar Main Road
BANGALORE - 560 032

Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

- 2.1.1 The aforesaid work shall involve collection, storage and transportation of MSW as per the detailed Management Action Plan and the Service Provider shall always conform to the Management Action Plan and also the scope of work and terms and conditions as contained in **Schedule – 1** to this Agreement.
- 2.1.2 The scope of work for MSW management for street cleaning shall be as per the specifications, requirements and norms as set out in **Schedule – 2** to this Agreement.
- 2.1.3 It is herein agreed between the parties that the Service Provider shall comply with any directions which may be issued by the BBMP from time to time for the purpose of effective management, handling and transportation of MSW and Street cleaning.

ARTICLE 3

PERFORMANCE SECURITY & OBLIGATIONS OF SERVICE PROVIDER

3.1 Performance Security

- a. The Service Provider shall, for due and punctual performance of its obligations relating to the Service contract, deliver to BBMP, simultaneously with the execution of this Agreement, an unconditional bank guarantee from a nationalized bank or scheduled bank acceptable to BBMP, in the form as set forth in Schedule-I ("**Performance Security**") for a sum of Rs.6,48,000.00 [Rupees Six Lakhs forty eight thousand Only].
- b. The Performance Security shall be kept valid for the contract period and three months thereafter.

3.2 Obligations of Service Provider:

Without prejudice to the generality of the obligations under the Agreement, the Service Provider shall:

- a. Prepare Management Plan in line with the technical proposal (implementation plan) submitted during the bidding stage and shall obtain approval thereof from BBMP within 15 days from the date of signing of this agreement. The Management Plan shall include any suggestions and comments made by BBMP for implementation of the Service Contract.
- b. Procure all the Applicable Permits at its own cost and expense and be in compliance thereof at all times during the period of this Agreement.
- c. Comply with Applicable Laws at all times during the period of this Agreement;
- d. Ensure that all aspects of the Service contract shall conform to the laws pertaining to environment, health and safety aspects including Municipal Solid Wastes (Management & Handling) Rules 2000, labour laws, policies and guidelines related thereto;

B. V. K. RAMESH
General Manager
36, Chamundinagar Main Road
BANGALORE - 560 032

6 | Page
msh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ. 152/ಮುನೋ.ಮು.2003
ದಿನಾಂಕ 09-05-2003ರಲ್ಲಿ ಸರ್ಕಾರಿ ಹಾಗೂ ಸ್ವಯಂ ಸೇವಾ ಸಂಸ್ಥೆಗಳಿಗೆ
ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

780 780 780 780 780 780 780 780

12-18

PB6924 Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

STAMP DUTY

KARNATAKA

ಚಲಿ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಳ್ಳುವ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

ಉಪನೋಂದಣಿ
ಸಂಖ್ಯೆ
ವಿಭಾಗ
ಕಾರ್ಯನಿರ್ವಾಹಕ, ಬೆಂಗಳೂರು

- e. 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 so on;
- f. ensure that the vehicles provided by him and used for carrying out the various activities in MSW management and street sweeping are registered with the transport authorities concerned and ensure that requisite insurances, taxes are promptly paid / arrange to be paid.
- g. not sub-contract any part or whole of its obligations.
- h. comply with the specifications set out in Schedule 3

ARTICLE 4

THE BBMP's OBLIGATIONS

4.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the BBMP shall ensure the following:

- a. In case of non-compliance by the generators of MSW, ensure that they comply with MSW management practice as notified by BBMP from time to time including:
 - i. Practice MSW segregation into organic and inorganic components and handover the same to the employees of Service Provider.
 - ii. Do not throw MSW on streets, footpaths and other public area or burn the same.

4.2 General Obligations:

BBMP shall:

- a. where appropriate, provide necessary assistance to the Service Provider in securing Applicable Permits;
- b. Observe and comply with all its obligations set forth in this Agreement.

7 | Page

B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560 032

Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

- c. Intervene to resolve differences, if any, between the Service Provider and the generators of MSW.

ARTICLE 5

FORCE MAJEURE

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

PAYMENT TERMS

6.1 Payment of service charges to the Service Provider.

- a. Subject to the provisions of this Agreement and in consideration of the Service Provider undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the BBMP agrees and undertakes to pay to the Service Provider a fee of Rs.2691997.00 (Rupees Twenty Six Lakhs ninety one thousand nine hundred and Ninety seven only) per month. (Service Charge).
- b. For E-03 package, the BBMP, upon verification of the same shall, within 30 days, release payment to the Service Provider after deducting taxes as payable under Applicable Law and after taking into account if the any deduction/fine/penalties imposed by BBMP.
- c. The Service Provider should be able to absorb fluctuations in the quantity of waste and should handle the quantity of wastes over the entire Contract Period. However, after the completion of twelve months of the contract period, the BBMP would pay one time 3% extra amount on the contract amount for the remaining period of contract to accommodate the escalation charges towards fuel, etc.
- d. The Service Provider shall ensure compliance with the Government Order No.KE/152/LWA/2008 Dtd:21.02.2011 and as per Labour Law to the engaged workers. In the event of increase in the wages in the future, then the difference amount will be paid by the BBMP.

8 | Page

B. VENKATESH
Garbage Cleaning
28, Chamundinagar Main Road
BANGALORE - 560 032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ.152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

2800 2800 2800 2800 000 2800 2800 2800

GOVERNMENT OF KARNATAKA

Rs 0000 100 186928

ರಾ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

STAMP DUTY

KARNATAKA

ಚಲಿ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಳ್ಳುವ ದಿನಾಂಕ

Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.

Total stamp duty paid Rs.

In case BBMP indicates at a later date to transport the MSW collected from the

distance or decreased distance from the center of the package) the amount 34 per extra kilometer of compactor travel and 19 amount per extra kilometer of Closed Tipper will be paid or deducted.

- f. In case if BBMP decides to take away certain activities out of scope of work, Proportionately the service charges payable will be detected
- g. In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month.
- h. All payments to the Service Provider shall be made by way of account payee cheque drawn in favour of the Service Provider. BBMP also proposes to pay through ECS to ensure prompt payment.
- i. All applicable taxes as per GOK/GOI/other state government if applicable will be deducted in the monthly bill of the operator.
- j. All rates shall be inclusive of all duties and taxes such as Octroi Customs, Excise, Entry / VAT, ST / GST / Retail ST and CST, Service tax, etc.,

ARTICLE 7

EVENTS OF DEFAULT AND TERMINATION

7.1 Events of Default

Event of Default means either Service Provider Event of Default or BBMP 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.

B. VENKATESH
Garbage Cleaning
26, Chikrundiagar Main Road
BANGALORE - 560 032

mike
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

The Service Provider has stopped door-to-door segregation and collection of wet and dry MSW from the generators of MSW for any day as per the Management Plan

- ii. The Service Provider has stopped sweeping of streets, footpaths, pavements and cleaning of road side drains for any day, as per the Management Plan
- iii. The Service Provider has stopped collection of construction debris from its source and subsequent transportation as per the Management Plan,
- iv. The Service Provider has stopped collection of MSW from the bulk generators of MSW and transportation of the same to designated locations for any day,
- v. The Service Provider has failed to provide equipment and vehicles as per management plan.
- vi. The Service Provider has failed to adhere to any other performance obligations under the Agreement; and the same has not been remedied for more than 7 days.
- vi. Penalty amounts as payable by the Service Provider is equal to or greater than 10% of the Contract Value for continuous three months or more.
- vii. The Service Provider has repudiated or abandoned the Service contract;
- ix. The decision of the Commissioner about any event constituting default shall be final and binding on the Service Provider.

b. **BBMP Event of Default**

Any of the following events shall constitute an event of default by the BBMP:

The BBMP has failed to make any payments due to the Service Provider and more than 60 days have elapsed since such default;

- ii. The BBMP 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;

7.2 **Penalties**

In case of a Service Provider Event of Default or non - performance of its obligations, the Service Provider shall pay to the BBMP penalty amounts as set out in Schedule 4

B. VENKATESH
Garbage Collector
26, Chamundinagar
BANGALORE - 560 032

10 | Page
meh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಕರ್ನಾಟಕ ಸರ್ಕಾರ
DEPT. OF STAMPS & REGISTRATION
Government of Karnataka
R-0000100
Document Sheet
STAMP DUTY
KARNATAKA
ಬೆಲೆ: ರೂ. 2/-
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department
ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document
ದಸ್ತಾವೇಜಿನ ಅಧೀನಕ್ಕೆ ಬರುವ ದಿನಾಂಕ
Date of execution
ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.
ಬರುವ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ಬಾಂಧವರ, ಬೆಂಗಳೂರು

Without prejudice to any other right or remedy which the BBMP may have in respect thereof under this Agreement, upon the occurrence of a Service Provider Event of Default, the BBMP may terminate this Agreement by issuing a termination notice setting out the underlying Event of Default and the termination date, which will be normally be taken to be within 24 hrs of the notice, BBMP will be at liberty to start immediate operations to provide SWM disposal.

b. Termination Payments

Upon Termination of this Agreement on account of Service Provider Event of Default, the Service Provider would not be entitled to any compensation from the BBMP and the Performance Security shall be forfeited.

Upon Termination of this Agreement on account of BBMP Event of Default, the Service Provider would be entitled to the payments due from the BBMP and the Performance Security shall be released. In addition, BBMP shall pay an additional compensation of 2% per month of the amount due to Service Provider till the date of payment.

- c. Notwithstanding anything contained in any of the clauses of this agreement, either of the parties any terminate this agreement, without assigning any reasons, by giving in writing a thirty days notice to the other party.

ARTICLE 8

DISPUTE RESOLUTION

8.1 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.

8.2 Arbitration

Any dispute which is not resolved amicably shall be finally settled by binding arbitration, with the Commissioner BBMP, serving as the sole Arbitrator. The place of arbitration shall ordinarily be the Commissioner's office. The Parties agree that the

B. VENKATESH
Garbage Cleaning
26, Chamundnagar M.
BANGALORE - 56

Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

decision or award resulting from arbitration shall be final and binding upon the Parties.

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.

ARTICLE 9

MISCELLANEOUS

9.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and courts situated in Bangalore City will have jurisdiction relating to all matters arising from this Agreement.

9.2 Intent and Effect

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

9.3 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.

9.4 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.

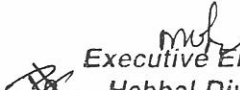
9.5 Invalid Provisions:

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations 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.

9.6 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

B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560 032

12 | Page

Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಾಖಲೆಯು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ: ೪೦೨/೨೦೨೨ ಮುನ್ಸೂಚನೆಯು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರವಾಗಿದೆ



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

2000 2000 2000 2000 2000 2000

12ನೇ ಬಿಡುಗಡೆ

Document Sheet

100 PB6921



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

STAMP DUTY KARNATAKA

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಳ್ಳುವ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಕಾರ್ಯದರ್ಶಿ
ಕಾರ್ಯದರ್ಶಿ
ಕಾರ್ಯದರ್ಶಿ

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.

9.8 Notices

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:

To the BBMP at:

Office of Executive Engineer, Hebbal Division, Corporation office
Building, Queens Road, Bangalore-560052

To the Service Provider at:

B. VENKATESH, No. 26, Chamundi Nagar Main Road, Bangalore-560 032

Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice, request, demand or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is fifteen (15) days after the mailing thereof and (iii) in the case of a telex or cable, the date of dispatch thereof.



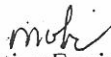
B. VENKATESH
Garbage Cleaning
26, Chamundi Nagar Main Road
BANGALORE - 560 032

Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

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

SIGNED SEALED AND DELIVERED

For and on behalf of THE BBMP by


Executive Engineer
Hebbal Division
Bruhat Bangalore MAhanagara Palike

SIGNED, SEALED AND DELIVERED



B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560 032


For and on behalf of the Service Provider by: _____

In the presence of.

1)

2)


B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560 032

 14 | Page
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ. 152 ಮುನೋ.ಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚಲಿ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

SCHEDULE - 1

1. Scope of Work & Terms & conditions

1.1.1 Collection, Storage and Transportation of waste

- The collection, storage and transportation shall conform to the public notices issued by commissioner, BBMP on 15-09-2012 and 21-09-2012.
- Collection of Wet MSW on daily basis and Dry MSW twice in a week.
- The service provider shall collect the dry waste in the phased manner in the different localities on a specified day of a week so that the dry waste will be collected twice in a week from all the households and commercial establishments.
- Promote MSW Segregation at household level through awareness campaigns and other suitable means.
- Collection of waste from doorstep by following a fixed time schedule.
- Use of appropriate door to door collection vehicles like pushcarts and auto tipper in the appropriate ratio (25:75) depending on the condition, dimension of the street for making the collection and shifting operation easy and efficient.
- Auto tipper should have an inbuilt mike system to announce about the door to door collection. Pushcarts shall have to carry appropriate bell ringing system of permissible decibels to draw attention of the community.
- An non-co-operation of public in offering wastes/ littering garbage shall be brought to the notice of BBMP/RWA's with sufficient evidence.
- The wet waste shall need to be transferred from Auto tipper/ Pushcarts to the decentralized composting units and the dry waste shall need to be transferred to

15 | Page

B. VENKATESH
Garbage Cleaning
26, Channarayana Main Road
BANGALORE - 560 032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

the dry waste collection centres nearby. The service provider shall transport unusable dry waste (including inerts) from established Dry waste collection centre to the designated land fill sites.

- j. If there are no decentralized composting units, the wet waste shall need to be transferred from Auto tipper/ Pushcarts into Tipper /Compactors, so that waste can be transported more economically, efficiently over long distances to the processing facility. on due weightment (Density/Volume basis) in MT.
- k. Wet waste and dry waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point / transit Segregation Points/ disposal site.
- l. In no case should the waste touch the ground; it is the responsibility of the service provider that he should ensure that no waste is accumulated in the secondary collection points at any point of time. The wet MSW so collected shall be transported immediately to designated locations.
- m. The waste from the Bulk generators, shop keepers, vendor and street hawkers shall be compulsory collected in segregated form without allowing them to throw the waste at untimely hours near the secondary storage points.
- n. The personnel deployed for door to door collection of segregated waste shall need to be provided with appropriate protective gears like uniforms, gloves, masks etc.,
- o. The BBMP invited competitive proposals from eligible service providers to carry out the following activities in accordance with the Municipal Solid Waste (Management and Handling) Rules, 2000

1.1.2 Bulk and other MSW collection and transportation

- a. The bulk waste generators like Apartments, hotels/ restaurants, marriage halls, social gatherings market waste etc., should be segregated into:
 - Wet Waste and
 - Dry waste
- b. The bulk waste generated from such source to be collected in segregated form, the wet waste shall be transport to the designated location and dry waste shall be transport to dry waste collection centres.
- c. The Service Provider should collect e-waste generated from the households and commercial establishments on the last day of every month and transport the same to the designated location.

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ 152 ಮುನ್ಸೂಚನಾ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ರೂ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚಿಲ್ಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

The Service Provider should collect bulk waste generated at the households like

the designated location.

- e. The Service Provider shall be responsible for clearance and safe disposal of dead stray animals and birds. In their jurisdiction within 2 hours from the spot and transport the same to the designated locations. (Designated location will be intimated to successful Service provider, that will be within 50Km from the centre of the package).

Schedule -2

Street Sweeping and Drain cleaning:

- a. Sweeping of roads, footpaths, conservancy and pavements, Fly over, sub-ways, Clearing medians, kerbs, cleaning of roadside drains (0.6 m) including removing Obstacles under the covered drains in front of houses, uprooting of vegetation And other MSW on a daily basis, including cleaning the mouth of shoulder drains ensuring free flow of water.
- b. The waste by sweeping the roads need to be collected using pushcart/wheeled bins into segregated form viz.,
- Wet waste
 - Dry waste
 - Inert waste
- c. The plastics, fabrics, coconut chips, metals, rubber etc., collected during street sweeping to be grouped as dry waste, inert like silica / sand etc to be grouped as inert and should not be mixed with degradable organic waste. Similarly the vegetable waste, food waste thrown out by hotels, social functions, vegetable markets, animal waste etc., also should not be mixed with non degradable waste. The Wet waste shall be transferred to decentralized composting units /transport using the Compactors / Tippers and non bio-degradable shall be transferred to dry waste collection centre and the inert waste shall be transported using the closed Tippers to the designated locations.
- d. Cleaning of surface drains: collection of waste from clogged drains upto 0.6 mtr. depth including removing of obstacles under the covered drains in front of

17 | Page

B. V. K. KATESH
Garbage Cleaning
28, Channarayana Main Road
BANGALORE - 560 032

Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

houses, removal of Manhole silt left on the road side, uprooting of weeds alongside the road /street shall need to be undertaken by the street sweepers.

- e. The Service Provider shall remove all the tree trimmings (excluding BESCOM) and garden waste on the road side.
- f. Night sweeping/cleaning and Transportation shall be envisaged as a routine work at eventful commercial areas.
- g. The Service Provider shall clean Subways, Flyovers well within the scope of assigned work.
- h. The Service Provider shall, sweep the major markets and surrounding areas and ensure cleanness. The MSW so collected shall be transported to the designated locations on due weightment.
- i. The collection, street sweeping and related work shall be done as per the instructions of BBMP officials and the sweepings collections shall be transported on the same day to the designated location.
- j. Care shall be taken that the sweeping activity does not hinder traffic movement on the roads.
- k. Collect the MSW indiscriminately thrown in public places and transport the same along with the street sweeping waste to the designated site.
- l. Identified eventful commercial areas in each package shall be swept at night. The MSW so collected shall be transported as and when collected to the designated sites. Under no circumstances the wastes generated must be stored on the pavements or burnt or mixed with other MSW.
- m. The Service Provider shall clean, sweep and transport MSW from burial grounds/electrical crematorium and play grounds daily.
- n. The Service Provider shall remove the MSW and shall clean the litter /community bins on a daily basis during street sweeping and more so during festivals and other community functions by engaging number of labours and vehicles. Any MSW found in vacant sites shall be cleared.
- o. The Service Provider shall deploy more numbers of labours, vehicle and equipments during force majeure period.
- p. The Service provider shall transport the excess waste generated (during special occasions) by doing extra trip without seeking any additional cost & see that there should not be even a small heap of waste accumulated in the area awarded.
- q. Each worker involved in sweeping activity shall be provided with rubberized gloves, reusable masks, brooms, drain scrapers, forks, scrapers and other appropriate tools to perform their duties effectively and hygienically.

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ: 152 ಮುನೋ:ಮು:2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ರಂ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜಿನ () ಶೀರ್ಷಿಕೆ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs

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.

- b. The Service Provider shall submit to BBMP, an action plan on how the MSW is collected & transported, the routing of Push carts, Auto tipper/, Compactors & closed Tippers and shall give proper directions regarding the same to engaged workers & Drivers
- c. The Service Provider shall obtain all necessary and obligatory licenses from the concerned authorities and abide by it like, labour license, P.F & ESI to the workers. The intending contractor is responsible for maintaining the labour force, vehicles etc., as per the labour rules and motor vehicle acts of GOK. Further the intending contractor is also responsible for payment of PF, gratuity, ESI as per the existing statutory norms and remit the same to the concerned statutory authority and the receipt for such payments will be submitted to the BBMP. If the above payment is not made then BBMP will deduct the same from the package Monthly bill and remit the same to the concerned statutory authority.
The Service Provider should pay monthly salary, ESI, EPF and other benefits to the pourakarmika's within 5th (Fifth) of every month without fail. The Service Provider should not wait for BBMP monthly payment. The Service Provider should submit monthly bill within 5th of every month, failing which BBMP will not be responsible for any lapses in future.
- d. Providing information to all workers regarding ESI & PF is the responsibility of service providers and shall provide all benefits.
- e. The Service Provider shall make the payments to his employees by way of Account payee cheque /ECS/Direct credit to the workers' bank account unless the employee has worked for a period less than fourteen (14) days per month and furnish the bank statement details of the payment made every month.

19 | Page

B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560 032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

- f. It is the responsibility of the Service Provider to pay all kinds of taxes (Statutory taxes) as per government rules on top priority.
- g. The Service Provider shall engage labours only at the age limit 18 to 60 years and atleast 30% of the workers should be male workers.
- h. The Service Provider shall provide trained Labours, vehicles and equipment for carrying out the activities involved in municipal solid waste management.
- i. All the pushcarts must be of new make
- j. The Service Provider shall engage the tools, equipments and vehicles (Make - 2006-2012) as per BBMP requirement and Expenditure/ maintenance of these vehicles shall be the responsibility of the service provider.
- k. The tools, equipment and vehicles deployed in the contract have to be immediately repaired/ replaced as and when damaged.
- l. Be fully responsible for the operations and maintenance of the equipment and vehicles and bear all recurring costs of operations, maintenance & repairs relating to the Package.
- m. The Service Provider shall provide dedicated manpower and the work force should be acceptable by BBMP. In case of contingency the Service Provider should have reserve manpower to deploy at as per the requirement.
- n. All vehicles like Auto tipper, compactors, closed Tippers and pushcarts shall be completely painted in the lead free green colour with defined package no, Ward number, division number and Zone name along with the contractor name and contact number.
- o. The Service Provider shall ensure that all the SWM vehicles and secondary collection points are washed and disinfected at least once in two days.
- p. 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.
- q. The Service Provider shall engage supervisors for every 30 labours and provide them with mobile phones so that they can be contacted and their mobile number is shall be made available to the BBMP.
- r. Prompt attention to complaints, grievances, and emergency situations including festival seasons.

B. VENKATESH
 Garbage Cleaning
 # 26, Chamundinagar Main Road
 BANGALORE - 560 032

mgh
 20 Page
 Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003 ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚಿಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಳ್ಳುವ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs

- s. Under no circumstances the Service Provider shall collect the user fee from the waste generators.
- t. There should be Co-ordinated efforts to create public awareness and civic sense/order through IEC activities.
- u. The Service Provider should actively involve and shall seek the guidance of Non Governmental Organizations (NGO's), resident welfare associations (RWA's) and other interested private individuals/organizations wherever required for door to door collection.
- v. The Service Provider shall have to maintain the Global Positioning System (GPS) installed to the Secondary Transportation vehicles and the smart cards that would be provided by BBMP. In case the equipments provided by BBMP are damaged the same shall be rectified at the cost of the service provider and shall inform BBMP accordingly.
- w. At any time if the vehicle provided is under repair it is the responsibility of the Service Provider to provide alternate vehicle. The alternate vehicles should also be the same specification specified and shall be fixed with the GPS. The operator shall ensure that the GPS of the repaired vehicle is fixed to the alternate vehicle so that the vehicle can be tracked with the same ID. Vehicles that are not fitted with GPS will not be entitled for payment, even if alternative evidence of garbage disposal is produced.
- x. The Service Provider shall establish an office in the areas where they operate and the communication facilities shall be made available to BBMP officials.
- y. The Service Provider shall identify the place for parking without causing interference to the public in order to avoid the auto tipper/ push carts from being left on the roadside. And also provide a room with Toilet facility for changing uniform.

21 | Page

B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560 032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

- aa. Report non-compliance of MSW management practices by waste generators to the Environmental Engineer/DEO/AEE of BBMP.
- ab. Maintain a complaint register for registering the grievances of the waste generators and other stakeholders and also common e-mail ID for both Service Provider and BBMP official shall be created and to be circulated to the Public to register the complaint if any.
- ac. The Service Provider shall provide Photo identity cards for all his employees indicating the name and address, age, Package number, ward number.etc
- ad. If the Service Provider or their his workers damages properties of BBMP or any other property, the Service Provider will be responsible for damages.
- ae. Without prejudice to any other right or remedy which the BBMP may have in respect thereof under this Agreement, upon the occurrence of a Service Provider Event of Default, the BBMP may terminate this Agreement by issuing a termination notice setting out the underlying Event of Default and the termination date which will be normally be taken to be within 24 hrs of the notice, BBMP will be at liberty to start immediate operations to provide SWM disposal.
- af. The Service Provider is at liberty to sell any dry waste collected and unsold dry waste shall be transported immediately to dry waste collection center.

1.1.4 Health & Safety Equipments

- a. Service provider shall make an arrangement to clean all the tools, equipments and vehicles once in two days to avoid communicable diseases to workers.
- b. Shall make arrangement for health check up of all workers once in three months.

The Service provider shall provide the following tools/ safety equipment to all workers once in 3 months and uniform shall be provided twice in a year.

- Uniforms (Separate uniform colour shall be given for each Wards/package)
- Gloves
- Mask
- Caps
- Gumboots
- Slippers
- Cleaning tools & Equipments
- Long handle Broom
- Scrapers, Collection plate
- Ghamela
- Long Back hoe
- Drain cleaning equipments
- Spade
- Weed cutting Machine

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕೆಂಇ 152 ಮುನ್ಸೂಚನಾ 2008
ದಿನಾಂಕ 09-05-2008ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ರೂ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು.
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

Service Provider.

Sl. No		ESI (%)	PF(%)	
1.	Employee Contribution	1.75	12	13.75
2.	Service provider contribution	4.75	13.61	18.36
				32.11%

- 1.2 The Service Provider shall provide all benefits facilities and wages as mentioned in Govt. Order No.KE/152/LWA/2008 Dtd: 21.02.2011 and as per Labour Law to the engaged workers. If the wages is increased in the future, then the difference amount will be paid by BBMP.

1.3 Special Conditions of Contract

1.3.1 Workers

The Service Provider shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all workers and Supervisors local or other, and for their payment.

The Service Provider shall, if required by the BBMP, deliver to the BBMP a return in detail, in such form and at such intervals as the BBMP may prescribe, showing the number of the several classes of workers from time to time employed by the Service Provider for the said work and such other information as the BBMP may require.

1.3.2 Compliance with labour regulations:

- a. During continuance of the contract, the Service Provider shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be

23 | Page

B. VENKATESH
Garbage Cleaning
26, Chandinagar Main Road
BANGALORE - 560 032

mchi
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

1.3.3 Compliance with MSW Rules

The Service Provider shall take all reasonable steps to comply the MSW rules 2000 during the execution of the contract.

1.3.4 Protection of Environment:

The Service Provider shall take all reasonable steps to protect the environment on and off the field and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the Service Provider shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

1.3.5 Additional Clause

- a. In the case of death of a contractor after executing the agreement/commencement of work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

1.3.6 Time Schedules for implementation of daily work schedule

The Service Provider shall adhere to the time schedule set out in the table below or as decided by the BBMP for implementation of the Package. The Service Provider shall also ensure additional cleaning requirement on festival and other contingency caused by rain and other natural disasters requiring appropriate garbage and other clearing.

B. VENKATESH
Garbage Cleaning
26, Chamundnagar Main Road
BANGALORE - 560 032

moh
Executive Engineer, Page
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್.ಆ.152 ಮುನೂ.ಮು.2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುಬ್ಬಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

Sl. No	Activity	Time Schedule
1	Daily Door to Door collection of MSW from Various Households and commercial establishments	6.30 AM to 11: 30 AM
2	Daily Street Sweeping and Drain cleaning	
	i. Lanes /Conservancy, Regular Road and Sub-Arterial roads, markets, other than specified. ii. Footpaths, open grounds, public places, government building surrounding, open areas, and removal of silt in roadside drains, shoulder drains, L & U shaped drains shall be cleaned / swept during day time.	6.30AM to 2.30 PM
3	Burial ground/ electrical crematorium and play grounds	6.30AM to 2.30 PM
4	Markets	6.00AM to 2.00PM 10.00PM to 6.00AM
5	Evening shift sweeping for Selected roads/Areas	4.00 pm to 8.00pm
6	Collection of e-waste from households and other establishments	Last day of every month, As per the time schedule proposed by the BBMP officials
7	Collection of Bulk waste generated at households and other establishments.	Once in every 3 months, As per the time schedule proposed by the BBMP officials
8	Transportation of MSW to Dry waste collection center/ segregation point and or processing /landfill site	As per the time schedule proposed by the BBMP officials

25 | Page

B. VENKATESH
Garbage Cleaning
26, Chennundinagar Main Road
BANGALORE - 560 032

meh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

Schedule 3

Standards and Specifications for the Tools, Equipment and Vehicles

The vehicles and equipment required for Service contract execution are as indicated in the following table:

I. Vehicles to be provided by the by the Service Provider

Sl. No.	Equipment/ Vehicles	To be provided
1	Compactors	YES
2.	Tippers	YES
3	Auto tippers	YES
4	Pushcart	YES

II. Tools, Equipment and Vehicles to be provided by the Service Provider

Sl. No.	Tools, Equipment / Vehicles	To be provided
1	Pushcarts	YES
2	Long handle brooms	YES
3	Collection plate	YES
4	Metal plate	YES
5	Ghamela	YES
6	Spade	YES
7	Other if any mention	

III. Specifications

a. Pushcart

Pushcart designed to accommodate 4 FRP/HDPE bins of 40 liters capacity fabricated out of M.S Angles and flats for door to door collection, for road side and Street waste collection for pushing by hand on patchy roads (Kachha) Roads. The pushcarts are painted with Anti corrosive paints to make it corrosive free for longer performance life. It should be sturdy and ideal for storage and handling of Solid Waste to satisfy the critical requirements of MSW 2000. The pushcarts shall be of new make.'

B. VENKATESH
Garbage Cleaning
26, Channarayana Main Road
BANGALORE - 560 032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document.

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

- The equipment shall be well maneuverable, diesel run 5 wheel auto chassis, equipped with tipping hopper of capacity 1.5 cubic meter and above, which can be tipped using a hydraulic arrangement and be adequate for direct transfer to the compactors and closed Tippers.
- The auto tipper should be made of on or after 2006.
- The auto tipper shall have tarpaulin cover
- The vehicle should be suitable for moving in narrow lanes.
- Painting Inside and outside of the vehicle will be painted with enamel paint.

C. Compactors:

- The vehicle shall be 12 to 14 m³ load body rear loading compactor vehicles of proven international design mounted on 16 T GVW chassis preferably
- Indian make chassis, compaction body width and a turning circle radius capable of maneuvering within the road lay outs of more than 8 meters wide roads.
- Vehicle chassis specifications, load body specifications and hydraulic system specifications shall be compatible to the higher capacity of 16 T GVW.
- The Compactors shall meet with speed governor as per the existing RTO & Pollution control board regulation.
- The date of manufacture of Compactors shall be one manufactured on or after 2006.

D. Tipplers:

- The specifications of the Tippers to be provided are as set out below:
- The capacity of the Tippers shall be of at least 10 to 12 cubic meters.
- The truck has to be modified with MS sheets and angle so as to suit to carry Municipal Solid Waste and shall have the following specifications.
- Structure Frame: 40x40x5 mm angle
- Side panelling: one side from vehicle 16 gauge MS sheet
- Exterior roof: exterior roof and door panel will be 20 gauges CR sheet
- Doors: Rear 2 Nos. Door opening 90 degrees with locking arrangement

B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560 032

Mon
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

- Painting: Inside and outside of the vehicle will be painted with enamel paint
- Interior: Interior height will be 5-6 feet from the existing tipper body.
- The date of manufacture of Tippers shall be one manufactured after 2006 with speed governor as per the RTO & Pollution control board regulation.
- Before the vehicles are put to commercial use, the successful service provider shall obtain Road fitness certificate from Regional Transport Authority to carry out the above works, and shall produce to BBMP.
- To avoid leachet from leaking, lining should be provided.
- The Vehicle should be painted every year.

Schedule 4

**Penalties
Service Provider Event of Default**

Sl No	Item	Penalty in Rupees
1	Complaint of non collection of Segregated MSW (wet & dry separately)) even for a single day from households, commercial establishments etc (25 Complaint per day)	5% of the day contract value
2	Complaint of Non collection of MSW from designated locations and transportation to Dry waste collection centre/compost facility and / landfill, eve n for a single day.	5% of the day contract value
3	Complaint of Not carrying out sweeping of streets, footpaths, pavements, and cleaning of roadside drains and transportation of the same to the designated locations even for a single day.	5% of the day contract value
4	Complaint of Non collection of MSW from bulk generators and transportation to designated locations, even for a single day	5% of the day contract value
5	Not providing the vehicles and equipment as specified and non wearing of the uniform and non using of safety equipments by the workers even for a single day.	5% of the day contract value
6	Cleaning of burial grounds, removal of MSW from vacant sites open space, of BBMP owned buildings etc., as per implementation plan per instance.	5% of the day contract value
7	Transportation of carcasses of dead animals within 2 hours after notification by BBMP per instance.	5% of the day contract value
8	Burnins of MSW or Plastic	5% of the day contract value
9	Non Collection of e-waste and bulk waste generated from households and other establishments as specified.	5% of the day contract Value

B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560 032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧಿಕಾರ ಸಂಖ್ಯೆ ಕಂಇ 152 ನುಮೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದಾಕ್ಷರಕ್ಕೆ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

		Value
12	If the Penalty amounts as payable by the Service Provider is equal or greater than 5% of the monthly Contract Value for any period of three months or more.	Termination of the contract by forfeiting the Performance security, black listing the contractor.

Schedule 5

Compliance Certificate

The BBMP would appoint two prominent citizens in the Package Area to certify that the Service Provider is discharging all his obligations set out in this Agreement. The citizens would be required to certify the same in the manner indicated in the format:

For the month of [insert month] , (year)

Days in the month	Daily collection of wet waste	Collection of dry waste as per approved management plan	Sign of the first Person	Sign of the second Person
and so on				

The BBMP would designate an officer to certify that the Service Provider is discharging all his obligations set out in this Agreement.

B. VENKATESH
Garbage Cleaning
26, Channarayana Main Road
BANGALORE - 560 032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike

For the month of [insert month], Year:

Days	Sweeping of streets / footpaths pavement as per approved management plan	Cleaning of drains as per approved management plan	Collection and transportation of construction debris as per approved management plan	Collection and transportation of MSW from bulk generators as per approved management plan	Signature of BBMP official
1					
2					
3					
4					
5					

B. VENKATESH
Garbage Cleaning
26, Chamundinagar Main Road
BANGALORE - 560,032

moh
Executive Engineer,
Hebbal Division,
Bruhat Bangalore Mahanagara Palike