



REQUEST FOR PROPOSAL

Volume 2 Draft Services Agreement

Selection of Service Provider for

Collection and Transportation of Municipal Solid Waste and Street Sweeping in Select Wards of Bengaluru

April 2016



Bruhat Bengaluru Mahanagara Palike

AGREEMENT

between

**Bruhat Bengaluru Mahanagara Palike (“BBMP”)
acting through
its authorised Officer on this behalf**

and

(Service Provider)

for

**Collection and Transportation of MSW, Street Sweeping,
clearing and its disposal**

Ward Number



This Agreement made on this _____ day of _____ 2015 between Bruhat Bengaluru Mahanagara Palike (BBMP) having its head office at N.R. Square, Bengaluru 560 002 represented by the Commissioner, BBMP (hereinafter referred to as "BBMP" which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators, successors and assigns); OF THE ONE PART,

AND

[Insert name and address of the Successful Bidder¹], (hereinafter referred to as "**the Service Provider**" having its [registered] office at _____ through its authorized representative Shri _____, 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:

1. BBMP is managing the activities of collection, transportation, treatment and disposal of municipal solid waste (MSW) in accordance with Applicable Laws.
2. With an objective to entrust the services set out in Clause 4.2 hereof (hereinafter referred to as "**the Assignment**") for Package No. _____ at _____ [Insert number and name of the Package], BBMP invited competitive proposals vide Notice Inviting Tenders No. _____ dated _____ published in leading newspapers and official gazette of the Government of Karnataka. (give details of Gazette Notification)
3. In response thereof, several proposals were received by BBMP and were evaluated by the Tender Scrutiny Committee set up for this purpose. After evaluation, the proposal submitted by the Service Provider was accepted and a Letter of Award /Work Order bearing No. _____ dated _____ issued by BBMP to the Service Provider.
4. In pursuance to the above, BBMP hereby grants and authorises the Service Provider to provide the services in accordance with the terms, conditions and covenants set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants of the Parties, the sufficiency whereof is hereby acknowledged and other good and valuable consideration, the Parties agree as follows:

¹ Name and registered office of the Successful Bidder



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 amendments hereto made in accordance with the provisions hereof.

“Agreement Date” means the date of this Agreement.

“Applicable Law” means all laws including Municipal Solid Waste (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 and such other laws, in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including 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 Assignment/ Service Provider.

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

“Assignment” means the services provided by the Service Provider for the collection and transportation of MSW, street sweeping, clearing and its disposal in accordance with the scope of services set out in Schedule 7 and in accordance with Performance Standards set out in Schedule 10.

“BBMP Assets” means the items set out in Schedule 1C which BBMP will handover to the Service Provider for the Project on as-is-where-is basis.

“Black Spots” means any open public space (such as footpath, street corners etc), over 10 sqft in area, where garbage has been dumped.

“Bulk Generators” shall mean those all those generators generating more than 10 kgs of MSW per day. These would include apartments having more than 50 units, hospitals, educational institutes, hotels, restaurants, commercial establishments etc.

“Commencement of Service Date” or “CoSD” means the date on which the Letter of Commencement is issued by BBMP to the Service Provider.



“Compensatory Payment” means the additional amounts payable to the Service Provider by BBMP and calculated in the manner set out in Clause 7.6.

“Contract Value” means the Service Fee payable by BBMP to the Service Provider during the Agreement Period.

“Decentralized Processing Facility” or “DPF” means the wet waste processing facility set up by the Service Provider within the Package.

“Designated Locations” means the locations indicated in Schedule 2 where the MSW collected by the Service Provider is disposed.

“Dry Waste Collection Centre (DWCC)” shall mean the facility provided and/or maintained by BBMP within the Package area for collection of Dry Waste.

“Equipment” means the equipment deployed by the Service Provider as per the specifications set out in Schedule 3C.

“Force Majeure” or “Force Majeure Event” means an act, event, condition or occurrence as specified in Article 9.

“Implementation Plan” means the plan to be submitted by the Service Provider in accordance with Clause 4.2 for carrying out its services.

“Letter of Commencement” means the letter issued by BBMP as set out in Clause 4.2 (c), allowing the Service Provider to commence activities under this Agreement.

“Liquidated Damages” shall mean the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and shall be as set out in Schedule 10.

“Manpower” means the staff deployed by the Service Provider set out in Schedule 3B.

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

“Package” means the area described in Schedule 1A.



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

“Performance Security” means the bank guarantee submitted by the Service Provider in accordance with Clause 4.1 for performance of its obligations under this Agreement.

“Person” means any individual, company, corporation, partnership, society, co-operative society, joint venture, trust, unincorporated organisation, government or Government Body or any other legal entity.

“Resources” means the Equipment, Vehicles and Manpower deployed by the Service Provider.

“Rupees” or **“Rs.”** refers to the lawful currency of the Republic of India.

“Special Day” means any day characterized by high volume generation of MSW as set out in Schedule 4.

“SWM Steering Committee” means the Committee set up by BBMP comprising of Commissioner, BBMP (Chairperson), Chairman, Special Commissioner BBMP (SWM), Standing Committee – Health, BBMP, Joint Commissioner (Health) BBMP and two external experts as may be decided by BBMP for deciding any variations/modifications relating to the Agreement.

“Termination” means early termination of this Agreement pursuant to Termination Notice in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“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 provisions of this Agreement.

“Third Party” means any Person other than BBMP and the Service Provider.

“Vacant Site” means a vacant parcel of land in the Package area without any buildings or occupants..

“Vehicles” means the vehicles deployed by the Service Provider as set out in Schedule 3A.



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, organisations 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;
- i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of this Agreement;
- j. any agreement, consent, approval, authorisation, 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 authorised 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.



2. Agreement Period

BBMP hereby entrusts the Service Provider with the task of carrying out the activities set out in Clause 4.2 of this Agreement for a period of 3 (three) years from the Agreement Date (the “**Agreement Period**”).

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

3. Use of BBMP Assets

- 3.1** During the Agreement Period, BBMP will permit the Service Provider the use of its assets in the Package, if any, without any cost, to facilitate compliance by the Service Provider to the terms, conditions and covenants set forth in this Agreement. It includes immovable and movable assets such as Dry Waste Collection Centers, vehicles, pushcarts etc.

BBMP may deploy its own pourakarmikas at any time during the Agreement Period with prior intimation to the Service Provider as per the terms set out in this Agreement.

- 3.2** Within seven (7) days of Agreement Date, the Service Provider and BBMP shall conduct a joint inspection of the BBMP Assets to be handed over to the Service Provider. Service Provider, shall within 7 (seven) days of such inspection prepare and submit a list items with corresponding distinctive description of each of the assets which BBMP is required to handover if any.
- 3.3** Within 7 (seven) days of receipt of the list submitted, BBMP shall handover the assets on as-is-where-is condition to the Service Provider. The assets would be handed over to the Service Provider within seven (7) days of the Agreement Date on as-is-where-is condition. In addition to the assets of BBMP, the Service Provider agrees to provide all other necessary infrastructure and Manpower to undertake its obligations under this Agreement.

4. Obligations of the Service Provider

4.1 Performance Security

For due and punctual performance of its obligations, the Service Provider shall deliver to BBMP, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled bank acceptable to BBMP (“**Performance Security**”), in the form set forth in Schedule 11, for a sum of Rs[Insert amount²] (Rupees [Insert amount in words]). The

² 5% of the Contract Value



Performance Security shall be kept valid by the Service Provider till three months after the expiry of this Agreement.

4.2 Obligations of the Service Provider

- a. Within 15 days of the date of this Agreement, the Service Provider shall submit to BBMP for its approval an **Implementation Plan** indicating in sufficient details the following;
 - i. Proposed plan and mechanism for carrying out the Services
 - a. Service Provider shall be required to submit a chart setting out the process flow for the activities envisaged
 - ii. Timelines for carrying out and completion of various activities indicated in the Scope of Services in Schedule 7.
 - iii. detailed information of the Equipment, Vehicles³, Manpower proposed to be deployed; along with attested copies of relevant documents as proof of making them available for the Assignment.
 - iv. Ward map(s) indicating
 - a. routes to be taken by the Vehicles- by type and number.
 - b. Secondary Collection Points
 - c. locations of facilities such as changing rooms, toilets, crèche, parking and washing facilities etc
 - v. Maintenance schedule for Vehicles, Equipment, DWCC and DPF
 - vi. Procedure for carrying out its awareness campaigns and IEC programs
 - a. Number of campaigns envisaged
 - b. Mode of implementing campaigns
 - vii. Training for Manpower deployed by the Service Provider
 - viii. Mechanism for Grievance Redressal
 - ix. Mechanism for addressing any emergency situation
- b. Within 15 days from the receipt of comments/suggestions on the Implementation Plan, the Service Provider shall incorporate the same and submit the revised Implementation Plan within 7 days. In case, no comments/suggestions are received from BBMP for a period of 15 days from the date of submission of the Implementation Plan, it shall be considered as deemed approval of the Implementation Plan.

³ For vehicles, documentary proof will be copies of registration certificate, insurance and emission test certificate



- c. The Service Provider shall, within a period of 45 (forty five) days from the date of this Agreement, or such extended period as granted by BBMP (**“Resource Mobilization Period”**), deploy at its own cost, Vehicles, Manpower, provide Tools & Equipment, as stated in Schedule 3A, Schedule 3B, Schedule 3C and other equipment/consumables as may be necessary to implement the Assignment. On deployment of Manpower, Equipment and Vehicles within a period mentioned herein above a Letter of Commencement will be issued by BBMP allowing the Service Provider to commence the activities under this Agreement.

However, for procurement and deployment of 5 tonne compactor envisaged under this Agreement, the same shall be procured and deployed within a period of 90 (ninety) days from the Agreement Date and this shall be deemed to be the Resource Mobilization Period for such Vehicles. During such 90 days period for procurement and deployment of 5 tonne compactor no Liquidated Damages will be levied w.r.t services to be provided by deployment of such 5 tonne compactor.

- d. Within 15 days of the date of this Agreement, the Service Provider shall submit to BBMP for its approval an operations plan (**“Operations Plan”**) setting out the plan for meeting the requirements for collection and transportation of MSW from Bulk Generators and animal waste from meat shops and slaughterhouses during the period of 12 (twelve) months from the date of this Agreement.
- e. The Service Provider shall, within a period of 1 month from the receipt of Letter of Commencement start clearing all the existing MSW in the Package area from Black Spots, Vacant Sites etc. During this period, in order to facilitate the Service Provider to clear all the existing waste within the Package area, BBMP will not impose Liquidated Damages for non-achievement of Performance Standards.
- f. From the Agreement Date, the Service Provider shall, in accordance with the terms and conditions set forth in this Agreement and Applicable Laws, commence within the Package the activities including but not limited to the following:

A. Task A Activities

- a. Primary collection of MSW as set out in Schedule 7;
- b. Sweeping and clearing the following as detailed in Schedule 7:
- Any highway, street, lane, pathway, alley, stairway, passageway, footway, square place, bridge, whether a thoroughfare or not, over which the public has a right of passage or access, and includes any sidewalks, traffic islands, road side trees and hedges, retaining walls, fences, barriers and railings within the street lines, pavements, flyovers, sub-ways and cleaning of open roadside drains / mouth of shoulder drains from one end to the other end
 - Playgrounds, burials and parks



- iii. Vacant Sites
- iv. Dead animals

- c. Secondary transportation and disposal of MSW as set out in Schedule 7;
- d. Operate and Maintain the DWCC handed over by BBMP in accordance with the DWCC Standard Operating Procedure set out in Schedule 7. The DWCC handed over to the Service Provider shall be operated and maintained by it at no extra cost to BBMP. BBMP shall not be obligated to provide any extra funding towards management and operations of the DWCC, as the same is expected to be operated on a self-sustainable basis by the Service Provider. In case the DWCC requires augmentation/ upgradation/ renovation, the Service Provider may submit a proposal in this regard, with appropriate details to BBMP. Based on the availability of funds, BBMP shall intimate in writing to the Service Provider its decision on the proposal.
- e. Subject to availability of land, develop a decentralized processing facility ("**Decentralized Processing Facility**")/("**DPF**") for Wet Waste;
- f. For a period of 12 (twelve) months from the Agreement Date, or any extended period as may be decided by BBMP ("**Bulk Waste Collection Period**") collect MSW from Bulk Generators in the Package area as set out in Schedule 7;
- g. For a period of 12 (twelve) months from the Agreement Date, or any extended period as may be decided by BBMP ("**Animal Waste Collection Period**") collect MSW from slaughter houses and meat shops in the Package area as set out in Schedule 7.

B. Task B Activities

- a. Carry out extensive awareness campaigns and IEC programmes throughout the Agreement Period and in accordance with the Implementation Plan, within the Package area to ensure 100% segregation and inform the citizens regarding the frequency of collection and grievance redressal mechanism etc. as detailed in Schedule 7;
- b. Deploy Vehicles for each waste stream as per Schedule 3A and operate and maintain the same as per Schedule 7;
- c. All Vehicles shall be fitted with a GPS device and each of which are connected to a computer system in the Zonal Office;
- d. Deploy Equipment as per Schedule 3C and operate and maintain the same as per Schedule 7;
- e. Provide uniform, safety gear and washrooms etc. for the Manpower at its own cost as per Schedule 7;
- f. Maintain all records of attendance and other details of the Manpower as per Schedule 7.



C. Specific Obligations

The Service Provider shall:

- i. provided documentary proof demonstrating the ownership of Vehicles in the form of registration certificate, insurance and emission test certificate for the number of Vehicles quoted in its Financial Bid within Resource Mobilisation Period.
- ii. provided a Letter of Credit within 2 weeks from the date of issue of Letter of Award equivalent to 3 months Service Fee.
- iii. Carryout scope of services as set out in Schedule 7 and in accordance with the approved Operations Plan;
- iv. Collect SWM charges from the Bulk Generators as per Schedule and appropriate the amount collected;
- v. Comply with the Performance Standards as per Schedule 10;
- vi. Furnish to BBMP list of Bulk Generators who fail to pay the SWM charges;
- vii. Furnish to BBMP a list of such tools, Equipment and Vehicles along with attested copies of relevant documents as proof of making them available for the Assignment. For Vehicles, the documentary proof will be copies of registration certificate, insurance and emission test certificate;
- viii. Deploy a separate set of Vehicles for collection of MSW from Bulk Generators during Bulk Waste Collection Period and MSW from slaughter houses and meat shops during Animal Waste Collection Period as set out Schedule 3A;
- ix. Prior to replacing any Vehicle either temporarily or permanently and within 24 hours of replacement of any Vehicle inform in writing the details of the replaced Vehicle and inducted Vehicle, reason for replacement and the duration of replacement, to the TPI and BBMP Representative;
- x. Install at its own cost a GPS device, weighing scales, weigh bridge, etc. in a manner and as per the specifications prescribed by BBMP and in accordance with Schedule 3C of Draft Services Agreement. Ensure that all the mentioned devices/equipment are operational during the Agreement Period. The Service Provider shall share the communication protocols for the GPS device with BBMP;
- xi. Set up a Decentralised Processing Facility ("DPF") in the Package, if it desires to do so, as per the procedure set out in Schedule 7.
- xii. Make necessary arrangement for procuring electricity, water and any other utility as may be required to DPF and bear all costs relating to such utilities for operations and maintenance of the DPF. Electricity connection shall be taken in the name of BBMP;
- xiii. Pay charges for electricity, water and other utilities, if consumed, with respect to the Assignment;
- xiv. Take all necessary action to prevent, avoid or mitigate injury, damage or loss to Persons or property and shall report to BBMP any such situation including precautionary/remedial action taken by the Service Provider;



- xv. Establish and manage with adequate Manpower, an office in the Package and provide the address and the contact numbers of such offices to BBMP Representatives. This office space shall not be used for any other business or purpose other than this Assignment;
- xvi. Deploy Manpower for carrying out collection and transportation of MSW from the generators, street sweeping, cleaning of the open areas and all other activities listed out in Schedule 7;
- xvii. Deploy a separate set of Manpower for collection of MSW from Bulk Generators during Bulk Waste Collection Period and Animal Waste from slaughter houses and meat shops during Animal Waste Collection Period;
- xviii. Prior to replacing any Manpower either temporarily or permanently and within 24 hours of replacement of any Manpower inform in writing the details of the replaced Manpower and inducted Manpower, reason for replacement and the duration of replacement, to the TPI and BBMP Representative.
- xix. Prevent disturbance or damage or destruction to property of Third Party and in such eventuality, pay compensation for damages assessed by BBMP;
- xx. Designate and appoint suitable officers/ representatives to carry out Obligations of the Service Provider under this the Assignment;
- xxi. Ensure that MSW collected from the generators under Task A activities are not mixed at any stage of collection, transportation or disposal;
- xxii. Ensure that MSW collected is not burnt, dumped on the roads / areas outside the Package or transported to other locations except Designated Locations;
- xxiii. Tie up with BBMP identified contractors/service providers for proper disposal of coconut shells and sugar cane rejects;
- xxiv. Ensure that adequate measures are adopted to meet health and safety standards of its Manpower by providing safety gear, as set out in Schedule 5;
- xxv. Ensure that there is no spillage of MSW either during collection or transportation to Designated Locations;
- xxvi. Ensure that any of the activities carried out under Task A do not hinder traffic movement within the Package area and on the way to the Designated Locations;
- xxvii. Report to BBMP non-compliance of MSW management practices by generators;
- xxviii. Maintain daily records of the quantum of MSW collected, transported, time schedule of performance of the activities and other such relevant information, and when required provide the same to BBMP;
- xxix. Accompany BBMP officials, as and when called upon, during their field /inspection visits within the Package area and to the Designated Locations;
- xxx. Maintain a complaint register to register the grievances of generators and other stakeholders concerned with the MSW management;
- xxxi. Along with its invoice, submit a Monthly Report to BBMP and TPI setting out the following:
 - a. Details of vehicles deployed daily
 - b. Details of manpower deployed supported by daily biometric attendance



- c. List of Equipment, including details of maintenance/ replacement undertaken
- d. Day-wise weight of waste streams collected and transported to the Designated Locations
- e. Details of complaints registered and addressed.
- xxxii. Not assign any of its rights or obligations under this Agreement without the express written consent of BBMP;
- xxxiii. Not engage any sub-contractor to undertake any of the Service Provider's obligations;
- xxxiv. Bear all costs towards carrying out the Assignment including purchase of tools, Equipment and Vehicles required for the Assignment, salaries to its manpower and any other related expenses; and
- xxxv. At all times perform the obligations under this Agreement subject to the direction and reasonable control of BBMP and comply with the recommendations of BBMP Representative during the subsistence of this Agreement.

4.3 General Obligations

The Service Provider shall:

- a. Procure all Applicable Permits at its cost and expense and be in compliance thereof at all times during the period of this Agreement;
- b. Comply with Applicable Laws at all times during the period of this Agreement and in particular ensure conformity to all the laws relevant to contract labourers/employees, with respect to their work environment, health and safety aspects;
- c. Ensure that all aspects of the Assignment shall conform to the laws pertaining to environment, health and safety aspects including Municipal Solid Waste (Management & Handling) Rules 2000, policies and guidelines related thereto;
- d. Adhere to all requirements relating to employees and labour, as set out in Schedule 6;
- e. Throughout the Agreement Period, at its cost and expense, purchase and maintain by due re-instatement or otherwise all necessary insurances required for the Assignment including but not limited to the following aspects:
 - i. Tools, Equipment and Vehicles provided by the Service Provider and BBMP Assets;
 - ii. Third Party Liability Cover;
 - iii. Employees Sickness and workmen's compensation cover.
- f. Effect and maintain such insurance as may be necessary for mitigating the risks that may devolve on BBMP as a consequence of any act or omission by the Service Provider during the Agreement Period.
- g. Submit to BBMP and TPI:
 - i. Evidence that all necessary insurances, including those specified above, have been effected;
 - ii. Copies of the insurance policies; and
 - iii. Copy of receipts of the premiums paid.



- h. Comply with conditions stipulated in each of the insurance policies and make no material alteration to the terms of any insurance without the prior approval of BBMP;
- i. Not be limited in its obligations, liabilities or responsibilities or of BBMP and bear any amounts not insured or not recovered from the insurers;
- j. The proceeds from all insurance claims shall be applied by the Service Provider towards meeting his obligations under the Agreement and any amount not recovered from the insurer shall be borne by the Service Provider;
- k. All insurance policies supplied by the Service Provider shall include a waiver of any right of subrogation of the insurers thereunder against inter alia, BBMP and of any right of the insurers of any setoff or counter claim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured by such policy; and
- l. Ensure that the Vehicles utilised for execution of the Assignment are registered with the transport authorities concerned and ensure that taxes are promptly paid.

5. Rights of BBMP

5.1 BBMP's Representative

For the purpose of monitoring the Assignment, BBMP may nominate one or more of its officers or a Third Party Inspection Agency (hereinafter referred to as "TPI")⁴ as its representative "**BBMP's Representative(s)**" and promptly intimate in writing, such nomination to the Service Provider, clearly specifying the name(s) of such officer(s) with the specific tasks for which he would act as BBMP's Representative. Any instruction given by BBMP's Representative(s) in writing shall be valid and binding on the Service Provider. The TPI shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule 9. The TPI shall submit regular periodic reports (at least once every month) ("**Monthly Performance Report**") to BBMP in respect of its duties and functions set forth in Schedule 9. The remuneration, cost and expenses of the TPI shall be paid by BBMP and one-half of such remuneration, cost and expenses shall be reimbursed by the Service Provider to BBMP within 15 (fifteen) days of receiving a statement of expenditure from BBMP. The Monthly Performance Report shall include the following;

- a. TPI's verification of the Monthly Report submitted by the Service Provider and payment admissible as per the table in Clause 7.3.
- b. Monthly review report by the BBMP designated citizen volunteer/ RWA/Shuchi Mitra/ representative and TPI's observations on the same as decided by BBMP from time to time.



5.2 Inspection by BBMP

BBMP/BBMP's Representative shall have the right to inspect the activities carried out by the Service Provider at any time through TPI/e-monitoring/any other mechanism, and check adherence to the provisions of this Agreement. The Service Provider shall accompany BBMP Representative(s), as and when called upon, during the visits of the latter to the Package area.

6. Obligations of BBMP

BBMP shall:

- 6.1 Provide access to the Package within 3 days from the Agreement Date.
- 6.2 Endeavour to promote segregation of MSW at the generator level by means of awareness campaigns and other suitable ways.
- 6.3 Provide its comments/suggestions on the Implementation Plan within a period of 30 days from the date of submission of the Implementation Plan.
- 6.4 Set up a SWM Steering Committee within 15 (fifteen) days of Agreement Date to decide on any variations/modifications relating to the Agreement.
- 6.5 Where appropriate, provide necessary assistance to the Service Provider in securing Applicable Permits.
- 6.6 Handover the designated DWCC facility of the Package area to the Service Provide during the Resource Mobilization Period. In case a DWCC is not available in the Package area, BBMP may construct the same and handover to the Service Provider or the Service Provider will be allowed access to DWCC facility in the adjoining package area as determined by BBMP. BBMP shall facilitate provision of electricity connection to DWCC.
- 6.7 Review any proposal submitted by the Service Provider for augmentation/ upgradation/ renovation of any DWCC and based on availability of funds, respond suitably in writing to the Service Provider.
- 6.8 Allow access to land(s) for setting up of DPF by the Service Provider within the Package area / adjoining the Package area.
- 6.9 Scrutinize Monthly Performance Report submitted by the TPI and ensure deductions if any, are made from the payment to the Service Provider in accordance with parameters set out in Schedule 9.



6.10 Observe and comply with all its obligations set forth in this Agreement.

6.11 Make payments to the Service Provider in accordance with the provisions of this Agreement.

6.12 Enter into an agreement ("**Escrow Agreement**") with the Service Provider and the Escrow Bank and deposit an amount equivalent to 3 months Service Fee.

6.13 In the event of BBMP deploying its pourakarmikas under this Assignment, BBMP shall provide all details of such pourakarmikas to the Service Provider and provide identification cards and uniforms to such pourakarmikas.

6.14 Variations in Agreement

- a. During the period of 3 (three) months from the Agreement Date, the quantum of waste collected and transported by the Service Provider shall be cross-checked with the quantity assessed during the bidding stage. In the event the actual quantity is in excess by more than 25% of the assessed quantity (in any given waste type), BBMP shall carry out a detailed assessment of the quantity of waste collected and transported.
- b. The findings of the detailed assessment along with the proposed modifications/variations to be effected in the Agreement shall be submitted to the SWM Steering Committee for final decision on the matter.
- c. In case of change in specified location for secondary disposal the Service Provider shall be paid in accordance with Clause 7.6.
- d. BBMP may through a specific written notice, instruct for variation of the Agreement. The variation shall take effect from the date specified by BBMP in such written notice. BBMP shall carryout a detailed assessment of the time and cost impact of the variation for the Service Provider and in the written notice indicate the quantum of variation in Service Fee to the Service Provider, along with the detailed workings thereof.
- e. The Service Provider shall be bound to carry out the variation as per the notice of BBMP. In case any dispute on the terms of the variations, the Service Provider shall be paid as per the workings of BBMP, till such time that the matter is resolved through the Dispute Resolution procedure.
- f. After successful completion of first anniversary from the date of this Agreement, BBMP would pay 3% extra amount on the Contract Value till the end of the Agreement Period to accommodate the escalation charges towards fuel and other infrastructure. The difference in increase of minimum wages shall be paid by BBMP.
- g. BBMP may deploy its own pourakarmikas at any time during the Agreement Period and proportionate amount payable towards pourakarmikas will be reduced from the Contract Value as and when decided by BBMP.
- h. The Service Provider may be required to carry out the maintenance of community toilets for which cost and scope variation would be indicated by BBMP at any later stage after detailed assessment.



7. Payment

7.1 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, BBMP agrees and undertakes to pay to the Service Provider a fee of Rs. _____ [*Insert amount*][Rupees (*Insert amount in words*)]⁵ per month ("**Service Fee**") from CoSD and the Compensatory Payment as per Clause 7.6.

7.2 The Service Provider shall be required to submit its invoice by the 7th (seventh) day of every month, along with a declaration stating that he has performed all the activities and tasks envisaged under this Agreement. The first bill may be submitted at the end of the calendar month of CoSD.

7.3 The Service Provider shall, subject to deductions made as per the terms of this Agreement, be eligible for payment as per the formulation set out below:

- a. 80% of the Service Fee shall be paid based on deployment of the Equipment, Vehicles and Manpower. In case the deployment of Equipment/Vehicles/Manpower has been lesser than the quoted numbers, the payment shall be reduced on pro-rata basis.
- b. 20% of the Service Fee shall be paid based on the weight of waste streams collected separately from the generators as set out below:
 - i. Wet waste -10.0% for XX kg of wet waste/day
 - ii. Dry waste – 7.5% for YY kg of dry waste/day
 - iii. Sanitary waste – 2.5% for ZZ kg of sanitary waste/day
- c. The waste collected in separate streams as specified in sub-clause (b) above shall be weighed on a daily basis at the respective Designated Locations
- d. The quantities set out in sub-clause (b) above are the estimated quantities of Wet, Dry and Sanitary Waste generated in the Ward. These quantities would be reviewed and revised as per actuals after three months of CoSD, and annually thereafter.
- e. The weight based payment for the waste stream shall be calculated as per the table given below:

Weight of Waste at Designated Locations (as a % of estimated quantities set out in sub-clause (b) above calculated for the entire month)	Weight based Payment
Less than 50%	Pro-rated to monthly stream-wise waste weighed at the Designated Location, reduced to a factor of 1.5 (pro-rated/1.5)

⁵ Amount quoted by the Service Provider in his Financial Offer



Weight of Waste at Designated Locations (as a % of estimated quantities set out in sub-clause (b) above calculated for the entire month)	Weight based Payment
	<i>Expln : in case the monthly weight of wet waste is 30% of the quantity estimated based on sub-clause (b) above, the payment towards this stream would be $(30\% * 10\%) / 1.5 = 2.0\%$, towards this stream</i>
50% to less than 75%	Pro-rated to monthly stream-wise waste weighed at the Designated Location, reduced to the factor of 1.25 (pro-rated/1.25) <i>Expln : in case the monthly weight of wet waste is 60% of the quantity estimated based on sub-clause (b) above, the payment towards this stream would be $(60\% * 10\%) / 1.25 = 4.8\%$, towards this stream</i>
75% to less than 125%	Pro-rated to monthly stream-wise waste weighed at the Designated Location. <i>Expln : in case the monthly weight of wet waste is 80% of the quantity estimated based on sub-clause (b) above, the payment towards this stream would be $80\% * 10\% = 8.0\%$, towards this stream</i>
More than 125%	Pro-rated to monthly stream-wise waste weighed at the Designated Location, subject to a maximum of 25% for wet, 15% for dry and 5% for sanitary. <i>Expln : in case the monthly weight of wet waste is 150% of the quantity estimated based on sub-clause (b) above, the payment towards this stream would be $(150\% * 10\%) = 15\%$, towards this stream</i>

- 7.4** For the first (12) twelve months, or any extended period as may be decided by BBMP, the Service Provider shall be eligible to charge, collect and retain a maximum fee of Rs.4/kg from Bulk Generators within the Package area.
- 7.5** For the first 12 (twelve) months, or any extended period as may be decided by BBMP, the Service Provider shall be eligible to charge, collect and retain the fee for all other streams of waste as determined by BBMP from time to time in the Package area.
- 7.6** It is estimated that the maximum travel distance of the Compactor Truck from the center of the Package area (as indicated in Schedule 1A) to Designated Location for Wet Waste Disposal will be maximum of 25 kms. In case during the Agreement Period, the Designated Location for Wet Waste Disposal is changed by the BBMP which results in the Service



Provider's Vehicle required to travel a longer distance for transporting the Wet Waste, BBMP agrees to make an additional Compensatory Payment of Rs. ... per km for every extra kilometer travelled beyond 50 kms (considering maximum of 25 kms in each direction - from the Package area to the Designated Location for Wet Waste Disposal and back). To illustrate, the Compensatory Payment will be calculated in the following manner:

$$\text{Compensatory Payment in Rupees} = (D_N - 50) \times D_M \times 10$$

Where,

D_N = Distance covered in one trip (onward and return) to reach Designated Location

D_M = Number of days of transportation in a month

7.7 Mechanism of Payment

BBMP shall, within 15 days from the date of receipt of the Monthly Report:

- Pay to the Service Provider, an amount equal to 80% of the amount stated in the Monthly Report.
- Balance shall be payable to the Service Provider after verification of the Monthly Report and making deductions if any, along with the payment for the subsequent month.

7.8 In case, the Service Provider has set up a DPF, the Service Provider will be eligible for an additional payment for Wet Waste processed ("**Wet Waste Processing Fee**"). The quantity of Wet Waste processed shall be declared by the Service Provider in its bill along with relevant documentation as proof. BBMP shall verify such proof submitted and based on such verification, pay the Wet Waste Processing Fee to the Service Provider.

7.9 BBMP shall pay the Service Fee, after deducting:

- Re.1/kg towards processing of waste collected from Bulk Generators;
- Taxes deductible under Applicable Laws;
- Liquidated damages, if any, imposed by BBMP;
- Excess / overpayments during the preceding month, if any, along with an interest component calculated at the rate of 6% per annum for the period from date of excess / over payment to the date of recovery.

7.10 In case of dispute, the undisputed amount will be released to the Service Provider and the disputed amount will be verified and if found in order will be paid along with amount payable by BBMP against the bill(s) of the following month.

7.11 Liquidated damages

In case of a Service Provider Event of Default or non - performance of its obligations, the Service Provider shall pay to BBMP liquidated damages, as set out in Schedule 10.



7.12 All payments to the Service Provider shall be made by way of account payee cheque into the Escrow Account.

8. Escrow Account

8.1 The Service Provider shall, within 15 days from the Agreement Date, open and establish an account ("Escrow Account") with a Bank (the "**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.

8.2 The nature and scope of the Escrow Account shall be as fully described in the agreement (the "**Escrow Agreement**") to be entered into amongst the Service Provider, BBMP, the Escrow Bank, which shall be substantially in the form set out in Schedule 12.

8.3 Deposits in to Escrow Account

BBMP shall within 21 (twenty one) days from the Agreement Date, deposit an amount into the Escrow Account equivalent to 3 months Service Fee.

Upon withdrawal of funds from the Escrow Account by the Service Provider or any other payment as set out in Clause 8.4 herein, BBMP shall within 10 days of such withdrawal / payment replenish, the Escrow Account to the original level equivalent to 3 months Service Fee.

The Service Provider shall deposit or cause to be deposited into the Escrow Account all proceeds of any insurance claims.

BBMP also undertakes to make all payments after deductions of any Liquidated Damages to the Escrow Account.

8.4 Withdrawals during Agreement Period

The Service Provider shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

- a. all taxes due and payable by the Service Provider for and in respect of the Assignment;
- b. payments to the Manpower deployed by Service Provider;
- c. all payments as due and payable by the Service Provider to BBMP;
- d. all other payments relating to the Assignment.



The Service Provider shall not in any manner modify the order of payment specified in this Clause 8.4, except with the prior written approval of BBMP.

8.5 Withdrawals upon Termination

Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

- a. all taxes due and payable by the Service Provider for and in respect of the Assignment;
- b. payments to the Manpower deployed by Service Provider;
- c. all payments as due and payable by the Service Provider to BBMP;
- d. all other payments relating to the Assignment.

8.6 The provisions of this Article 8 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 8.5 have been discharged.

9. 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;
- c. acts of terrorism, war, invasion, rebellion, riots, military action or civil war;
- d. any other event which the Parties mutually decide an unforeseen circumstance making it impossible for the Service Provider to perform under this Agreement.

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.

10. Events of Default and Termination

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



10.1 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”**) unless caused by BBMP Event of Default or Force Majeure Event:

- a. The Performance Security has been encashed and appropriated and the Service Provider fails to replenish or provide fresh Performance Security;
- b. The total value of Liquidated Damages exceeds 20% of the Service Fee for a period of consecutive 3 (three) months or for a period of 5 (five) months within a period of 12 (twelve) months;
- c. The Service Provider has failed to carry out the activities in accordance with the Implementation Plan;
- d. The Service Provider has failed to adhere to the conditions set out under Clause 4.2 (C);
- e. The Service Provider has failed to effect and keep in force any of the insurances as may be required under this Agreement;
- f. The Service Provider is using BBMP Assets for purposes other than as specified in this Agreement;
- g. The Service Provider has failed to perform any of its obligations under this Agreement; and the same has not been remedied by the Service Provider for more than 7 (seven) days or such other period that may be allowed by BBMP;
- h. An escrow default has occurred and the Service Provider fails to cure the default within a cure period of 15 days.
- i. The Service Provider has sub-contracted part or whole of its obligations under this Agreement;
- j. The Service Provider has violated any of the labor laws and is penalized by the concerned authority for non-compliance to such laws;
- k. The Service Provider has repudiated or abandoned the Assignment;
- l. Any representation made or any warranty provided by the Service Provider under this Agreement or the proposal is found false or misleading;
- m. A resolution is passed by the shareholders of the Service Provider for voluntary winding up of the Service Provider;
- n. Any petition for winding up of the Service Provider is admitted by a court of competent jurisdiction or the Service Provider is ordered to be wound up by the court;
- o. the Service Provider commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on BBMP;
- p. the Service Provider is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Service Provider or for the whole or material part of its assets that has a material bearing on the Assignment.



10.2 BBMP Event of Default

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

- a. BBMP has failed to deposit into Escrow Account not made within a period of 30 (Thirty) days from the Agreement Date.
- b. Upon withdrawal of money from the Escrow Account by the Service Provider, BBMP has failed to replenish Escrow Account within 10 days of such withdrawal, to original level equivalent to 3 months Service Fee.
- c. BBMP has failed to make any payments due to the Service Provider and more than 90 (ninety) days have elapsed since such default;
- d. BBMP has repudiated this Agreement;
- e. BBMP commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Service Provider.

10.3 Termination due to Event of Default

a. Termination for Service Provider Event of Default

Without prejudice to any other right or remedy which BBMP may have in respect thereof under this Agreement, upon occurrence of Service Provider Event of Default, BBMP may terminate this Agreement by issuing a Preliminary Termination Notice setting out the underlying Event of Default and a cure period of 30 days. In case the default is not cured within the said period, BBMP shall issue a Final Termination Notice specifying the Termination Date, which shall be not more than 90 days from the date of issue of Final Termination Notice. The Service Provider shall continue to perform its obligations under the Agreement till Termination Date.

b. Termination for BBMP Event of Default

Without prejudice to any other right or remedy which the Service Provider may have in respect thereof under this Agreement, upon the occurrence of a BBMP Event of Default, the Service Provider may terminate this Agreement by issuing a Preliminary Termination Notice setting out the underlying Event of Default and a cure period of 30 days. In case the default is not cured within the said period, the Service Provider shall issue a Final Termination Notice specifying the Termination Date, which shall not be less than 90 days from the date of issue of Final Termination Notice. The Service Provider shall continue to perform its obligations under the Agreement till Termination Date.



10.4 Termination Payments

- a. Upon Termination of this Agreement on account of Service Provider Event of Default, the Service Provider shall not be entitled to any compensation from BBMP and the Performance Security will be forfeited.
- b. Upon Termination of this Agreement on account of BBMP Event of Default, BBMP shall
 - i. make all payments due to the Service Provider and promptly return to the Service Provider the Performance Security, and
 - ii. In addition, pay an amount equal to Service Fee of 3 (three) months and 25% of written down value of all Equipment and Vehicle deployed by the Service Provider, excluding the BBMP Assets as on the date of issue of Termination Notice. No payment shall be made for the BBMP Assets and shall be handed back to BBMP in accordance with Clause 11.
 - iii. The Service Provider shall be entitled to retain possession of Equipment and Vehicles owned by the Service Provider.

However, BBMP shall be entitled to deduct from the termination payment any amount due and recoverable from the Service Provider as on the Termination Date.

- 10.5** [If the Service Provider dies during the Agreement Period, then BBMP may in its discretion and being satisfied that the legal representatives of the Service Provider is capable of completing the uncompleted part of the Agreement, replace the Service Provider with its legal representative through execution of necessary supplemental agreement⁶.]

10.6 Rights of BBMP on Termination

Notwithstanding anything contained in this Agreement, BBMP shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Service Provider in connection with the Assignment, and the BBMP shall be free from any such obligation.

10.7 Accrued Rights of Parties

Notwithstanding anything contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party. The

⁶ Retain if the Service Provider is an individual or a proprietorship firm or a partnership firm having only 2 partners.



rights and obligations of either Party under this Agreement, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

11. Handback of BBMP Assets

11.1 Ownership

Without prejudice and subject to the Agreement, the ownership of the BBMP Assets, including all improvements made therein by the Service Provider, shall at all time remain that of BBMP.

11.2 Service Providers obligation to handback BBMP Assets

- a. Upon the expiry of the Agreement Period by efflux of time and in the normal course, the Service Provider shall hand back peaceful possession of BBMP Assets free of cost and in good operable condition.
- b. Atleast 3 months before the expiry of the Agreement Period, a joint inspection of BBMP Assets shall be undertaken by BBMP and the Service Provider. BBMP shall, within 30 days of such inspection prepare and furnish to the Service Provider a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to BBMP.

12. Dispute 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.

Any dispute, which is not amicably resolved by the Parties, shall be referred to the Zonal Commissioner for resolution, who after due examination of records and submissions made by both parties, shall pass an order in this regard. Either party aggrieved by the order of the Zonal Commissioner, may file an appeal before the Commissioner, BBMP, whose decision shall be final and binding on both the Parties. Pending 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 the decision of the Commissioner, BBMP.



13. Miscellaneous

13.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Bengaluru shall have jurisdiction over all matters arising out of or relating to this Agreement.

13.2 Survival

Termination of this Agreement

- a. shall not relieve the Service Provider or BBMP of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

13.3 Amendments

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

13.4 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to BBMP:

The Commissioner
Bruhat Bengaluru Mahanagara Palike
N.R Square, Bengaluru – 560 002
Phone No.: (080)
Fax No.: (080)



If to the Service Provider:

[Insert name and address]

Phone No.

Fax No.

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

13.5 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

13.6 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

13.7 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in Kannada and/or English language.

13.8 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and



any representation by any Party not contained in a binding legal agreement executed by the Parties.

13.9 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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 BBMP by:

For and on behalf of Service Provider by:

(Signature)

(Signature)

(Name)

(Designation)

In the presence of :

1)

2)



Schedule 1A**Description of the Package**

[The details in the table set out below would need to be filled for the Package]

Package Name: _____

Package Number: _____

The package area would be as set out in the map below:



Schedule 1B

Details of the Package:



Schedule 1B**BBMP Assets**

The Vehicles setout herein are provided by BBMP to the Service Provider which includes the items set out below:

Particulars	Quantity (in Nos.)	Description
Auto Tipper		
Luggage Auto		
Push Carts		
Compactors		



Schedule 2**Designated Locations****1. Details of the Package**

The details of processing and disposal facilities are as set out below:

Package Name: _____

Package Number: _____

Item	Designated Location
Wet Waste Processing and Disposal Facility	
Dry Waste Collection Centre	DWCC within the ward ⁷
Low-value Dry Waste aggregating facility	
Designated Landfill	
Sanitary Waste Disposal	Nearest BBMP maternity hospital/BBMP PHC/DWCC as decided by BBMP within the ward or in nearest ward
Shredder/Chopper (if any)	
Green Waste Disposal	
Animal Waste Disposal	
Disposal of Dead Animals	
Secondary Collection Point Secondary Collection Point	1. 2. 3. . . .

⁷ In case the DWCC requires augmentation/upgradation/renovation, the Service Provider may submit a proposal in this regard, with appropriate details to BBMP



Schedule 3A

Details of Vehicles

1. Vehicle-Waste Stream Mapping for primary collection and transportation

Waste Stream		Vehicle Type
Wet Waste	Primary Collection & Transportation	Auto Tipper/Push Carts* (Sanitary Waste to be collected separately)
Sanitary Waste		
Dry Waste		Luggage Auto/Push Carts
Street Sweeping Waste		Auto Tipper/ Luggage Auto (collection of bags)
Dead Animal Waste		Commercial vehicle
Wet Waste (from Package area to Designation Location for Wet Waste Processing/Disposal Facility)	Secondary Transportation	Large Compactor
Low value dry waste from DWCC to the low-value Dry Waste aggregating facility		Small Compactor
Rejects (from Package area to Designation Location for landfill)		Small Compactor

* Auto Tipper for regular households and push carts (with bells and four (4) containers) for slum areas. Containers with Green paint for collection of wet waste and containers with Blue paint for collection of dry waste shall be used in the push carts.

2. Minimum Vehicles to be deployed by the Service Provider are set out below:

S. No.	Vehicle Type	Minimum Specifications	Minimum requirement	To be deployed
1.	Push Carts	Overall Volume: 0.03 – 0.04 cum. No. of Containers: 4 Capacity of each Container: 30 – 40 ltrs No. of Wheels: 3 Locking Arrangement: Yes		
2.	Luggage Auto	Loading Capacity: 500 kgs Paint: Superior quality and anti-corrosion paint (to be painted in red) Finish: Smooth with aluminum or stainless steel		
3.	Auto Tipper	Loading Capacity: 500 kgs Chassis: 3 wheeled chassis equipped with tipping facility through hydraulic arrangement Tipping angle: 60 degrees Container: Made of steel confirming to IS 2062 Paint: Superior quality and anti-corrosion paint (to be painted in green) Finish: Smooth with aluminum or stainless steel		



		Other features: Floor with suitable gradient, flow trap and collection container.		
4.	Large Compactor	Capacity: 10 Tonne (Minimum) Loading: Rear Chassis: Equipped with tipping facility through hydraulic arrangement Container: Fully enclosed mild steel body, confirming with IS 1079/1062 Open/Closed: Closed Tipping angle: 70 degrees Paint: Superior quality and anti-corrosion paint (to be painted in green)		
5.	Small Compactor	Capacity: 5 Tonne (Minimum) Loading: Rear Chassis: Equipped with tipping facility through hydraulic arrangement Container: Fully enclosed mild steel body, confirming with IS 1079/1062 Open/Closed: Closed Tipping angle: 70 degrees Paint: Superior quality and anti-corrosion paint (to be painted in blue)		

Note:

1. The Service Provider shall adhere to the minimum requirement set out in the table above after taking into account the BBMP assets provided in Schedule 1B.
2. The purpose of meeting the requirements of collection and transportation of waste from bulk generators and animal waste for the period as specified by BBMP, the Service Provider may hire the vehicles.
3. In the event any of the BBMP vehicles cannot be used, the Service Provider shall ensure that a replacement Vehicle is deployed within 24 hours of such event.
4. The maximum number of old Vehicles shall not exceed 50% (rounded down to the nearest whole number) of the minimum fleet for each type of Vehicle as specified above.
5. The Service Provider shall paint "Bruhat Bengaluru Mahanagara Palike" with ward number, serial number and helpline number on the body of the Vehicle.



Schedule 3B**Manpower****Manpower to be deployed by Service Provider**

Sl. No.	Activity	Type of Manpower	Minimum Requirement (in No.)	To be Deployed
1.	Street Sweeping	Sweepers		
2.	Primary Collection & Transportation	Drivers		
		Helpers		
3.	Secondary Transportation	Drivers		
		Helpers		
4.	Supervisors			

Note:

1. The Service Provider shall adhere to the minimum requirement set out in the table above after taking into account the BBMP assets provided in Schedule 1B.





Schedule 3C

Tools & Equipment

Tools & Equipment to be provided: Activity wise

Sl. No.	Equipment	Minimum Specification & Frequency of Replacement	Helpers	Drivers	Street Sweeping
1	Long handle Brooms 	Length of the broom: 80-85 cms Weight of the broom: 1 kg Handle of the broom: Bamboo of 135 cm length, 3-4 cm dia Weight of the bamboo handle: 900 gms Frequency: Replaced every 2 months	×	×	✓
2	Gamela 	Frequency: Replaced every year	×	×	✓
3	Metal Tray	Frequency: Replaced every year	×	×	✓
4	Sweeping Bags	Material: Jute Capacity: Carrying capacity of 7.5 kgs Frequency: Replaced every month	×	×	✓
5	Drain scrapers	Frequency: Replaced every 6 months	×	×	✓
6	Canvas Shoes	Sizes: S/M/L Replacement: Replaced every 6 month	✓	×	✓
7	Hand Gloves 	Type: Polyurethane palm coated Length: 30 cms Sizes: S/M/L/XL/2XL Frequency: Replaced every month	✓	×	✓
8	Reusable masks 	Type: Dust resistant Replacement: Monthly replacement	✓	✓	✓
9	Mumtees	Frequency: Replaced every year	×	×	✓
10	Uniform	Water Resistant: Yes Color:	✓	✓	✓



Sl. No.	Equipment	Minimum Specification & Frequency of Replacement	Helpers	Drivers	Street Sweeping
		<ul style="list-style-type: none"> Sweepers - Green, Driver – Blue, Helper – Orange Employee Code: Tagged Frequency: Replaced every 6 months			
11	Bins – Mixed Waste 	Colour: Blue Capacity: 50 Liters	✓	✗	✗

Equipment/Device for Monitoring of Vehicles & Manpower Deployed

Sl. No:	Vehicle/Manpower	Equipment	Minimum Specification
1	Auto Tipper	GPS	Internal GPS: Frequency L1 1560 -1590 MHz GPRS antenna: Dual band Internal battery: With minimum 4 hours backup Frequency band: L1 850/1900MHz and 900/1800MHz Temperature range : -10°C to +60°C Capacity to store: 15000 positional logs on the device's internal memory Ports : at least two digital I/O ports Data update rate to server configurable): <i>Multiple modes to be supported (ACTIVE, NORMAL and STANDBY)</i> ACTIVE: Data update frequency is to be 10 sec by default NORMAL: Data update frequency is to be 40 sec by default STANDBY: Data update frequency is to be 2 minute Display LEDs to indicate health of device: <ul style="list-style-type: none"> GPS fix being received GPRS signal received Power/battery input Alert on low battery condition (15% - configurable) Alert on tampering with device/battery/SIM card tray
2	Luggage Auto		
4	Large Compactor		
5	Small Compactor		
6.	DWCC	Digital Weighing Machine	Capacity: upto 500 kgs Rechargeable battery: Yes Power supply: 230 v AC, 50 HZ Display digits: 6 Other features: Printing facility



Schedule 4**List of Special Days**

S. No.	Particulars
1.	Ugadi
2.	...
3.	
.	
.	



Schedule 5**Health and Safety Standards and Safety Gear**

1. The Service Provider shall ensure that the tools, Equipment and Vehicles `used for performing the activities envisaged under the Assignment are cleaned / washed / disinfected at least once a week.
2. The Service Provider should facilitate regular health checkups of its employees
3. The Service Provider shall provide to persons working on the Assignment appropriate safety gear such as uniform, reflective jackets, raincoats, hand gloves, aprons, protective foot wear, badges and other such things.



Schedule 6

Requirements related to Employees and Labour

1. The Service Provider shall make his own arrangements for the engagement of all staff and labour, local or other, and shall be responsible for their payment of wages and provision of all relevant facilities in accordance with Applicable Laws.
2. The Service Provider shall provide to BBMP the details of contract labour employed by the Service Provider for carrying out its obligations under this Agreement and such other information BBMP may require from time to time.
3. The Service Provider and his sub-contractors shall abide by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government. The Service Provider shall keep BBMP indemnified in case any action is taken against BBMP by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the BBMP is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Service Provider, the Engineer/ BBMP shall have the right to deduct any money due to the Service Provider including performance security. BBMP shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by BBMP in this regard.
4. Weekly off and extra wages on national holidays (5 days) and declared festivals (5 days).
5. Distribution of 1 kg of sweets per employee on Ambedkar Jayanthi.
6. Health camps- once in three months
7. The employees of the Service Provider and the sub-contractor in no case shall be treated as the employees of the BBMP at any point of time.
8. The Service Provider shall comply to all the labour laws including the following:
 - a) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided to contract labour such as changing room, toilet for workers, leave for workers, rest-room to workers, crèches for taking care of 0-6 year old children of the workers and payment of minimum wages in accordance with the Minimum Wages Act, 1948.
 - b) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.



- c) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years of service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- d) **Minimum Wages Act 1948:** The Service Provider is supposed to pay not less than the minimum wages fixed by the State Government. Government of Karnataka by its Notification No. KAE 138 LMW 2002 dated 25.5.05 have fixed Rs. 2075.80 per month as minimum wage for private safai karmika, which is to be complied with by the Service Provider.
- e) **Payment of Wages Act 1936:** Lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- f) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- g) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes.
- h) **The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979:** The Act requires that every contractor has to obtain a license for recruitment of any person in the State for the purpose of employing the workers in another State from the concerned licensing authority of the concerned State.



Schedule 7

Scope of Services

The Scope of Services of the Service Provider is listed in the table below:

Sl.No	Activity	Process	Frequency
A	Primary Collection		
1	Households (including Slums) and Commercial Establishments not categorised under Bulk Generator	Service Provider shall begin door to door collection from Households with all Resources deployed in the Package, no later than 6:30 AM unless otherwise specified in the Agreement. After completion of collection of MSW from Households, the Service Provider shall begin door to door collection from Commercial Establishments (other than Bulk Generators). However, this shall preferably begin at 11.00 AM and shall not commence later than 1:00 PM unless otherwise specified in the Agreement. MSW collected from the slum areas shall be transferred to Auto-tipper(s) which shall further transfer the same for Secondary Transportation to the Designated Location(s). Contractor shall not refuse any stream of waste from the HH as part of its obligation.	
i	Dry Waste (including e-waste, hazardous waste)	Door to door collection of dry waste shall be carried on every alternate day using the Vehicle Type prescribed in Schedule 3A. <i>The waste must be transported to the Designated DWCC.</i>	Every Alternate Day
		The Service Provider shall accept dry waste handed over in a disposable bag/ a returnable bin to be emptied into the Vehicle. Collection of special waste streams shall be carried out from households such as mattresses, broken chairs, etc.	



Sl.No	Activity	Process	Frequency
ii	Wet Waste	<p>Door to door collection of wet waste shall be carried out on a daily basis using the Vehicle Type prescribed in Schedule 3A.</p> <p>Any mixed waste received, shall be transferred for Secondary Transportation to the Designated Location for Mixed Waste.</p> <p>Kitchen waste/organic waste will be collected in separate receptacles.</p> <p>Non segregated waste/mixed waste post 2 month from Agreement Date is a punishable offence. This will be followed strictly.</p> <p>The Service Provider shall accept wet waste handed over in a returnable bin to be emptied into the Vehicle.</p> <p>If wet waste is received in bags, the Service Provider shall empty the bag and return it to the HH</p> <p>Ordinarily mixed waste will not be collected.</p> <p>Alternatively, this may be collected against payment of penalty during the transition period (1 month from receipt of Letter of Commencement) of the Agreement only.</p> <p>Non-compliance by generators by providing non-segregated waste is a punishable offence.</p> <p>In the event of receipt of mixed waste, the Service Provider shall collect and transport the same in a separate bin. Specification of the bins for collection of mixed waste is set out in Schedule 3C.</p> <p>Incase of noncompliance in providing segregated waste by the generators, Service Provider shall be allowed to collect necessary proof (photograph with time stamp with GPS location) and submit the same to BBMP.</p> <p>BBMP shall levy the fine on the generator which must be subsequently collected by the Service Provider from the respective HH which has failed to comply with and handover the same to BBMP. BBMP shall further share with the Service Provider, 50% of the total amount collected through fine.</p>	Daily
iii	Sanitary Waste	<p>Door to door collection of Sanitary Waste shall be carried out along with Wet Waste. However, Sanitary Waste shall be collected and transported in separate bags.</p> <p>To be handed over at Designated Location</p> <p>The Service Provider shall accept sanitary waste handed over in a separate bag.</p> <p>The bag must be marked with a cross on it.</p> <p>The bag must be marked with a cross on it. The collection vehicle shall have a separate bag/bin</p>	Daily



Sl.No	Activity		Process	Frequency
			to temporarily store sanitary waste, till the same is transferred to the lorry point receptacle.	
2	Street Sweeping and Clearing			
i	Roads, footpaths, flyovers and sub-ways	Service Provider is responsible for sweeping all the roads, footpaths, flyovers and sub-ways within the Package. Wherever medians are present, all litter (including leaf litter) shall be cleared. Steps at sub-ways shall also be swept.	<p>Sweeping activities with all Resources deployed in the Package, shall commence no later than 6.30 AM and shall be completed by 1:00 PM.</p> <p>Manpower responsible for sweeping shall gather and place in bags, as specified in Schedule 7, the silt/waste from street sweeping at intervals of 50 m. These bags shall be collected by Vehicles deployed by the Service Provider specifically for transporting street sweeping waste to the Secondary Collection Point.</p>	<p>Major: Daily</p> <p>Intermediate: Daily</p> <p>Minor: Daily/ Alternate/ Once or Twice a Week, as per specified in Schedule 7</p>
ii	Street Sweeping- Second Shift	The Service Provider shall undertake second shift of sweeping on the following roads: a. b. c. d. e.	<p>Sweeping activities with all Resources deployed in the Package, shall commence no later than 9:00 PM and shall be completed by 1:00 AM.</p> <p>Manpower responsible for sweeping shall gather and place in bags, as specified in Schedule 7, the silt/waste from street sweeping at intervals of 50 m. These bags shall be collected by Vehicles deployed by the Service Provider specifically for transporting street sweeping waste to the Secondary Collection Point.</p>	Daily
iii	Playgrounds, burial grounds and parks, Public toilets and urinals	Service Provider is responsible for clearing litter in the BBMP maintained/owned playgrounds, burial grounds and parks, removal of wall posters within the Package.	The waste shall be segregated and disposed as per the process specified for dry, wet, sanitary waste, green waste and street sweeping waste as set out in Sl. No. 1 and 2 above.	<p>Burial grounds- Every Alternate Day</p> <p>Parks and playgrounds – Daily</p> <p>Removal of wall posters – Daily</p>
iv	Vacant Sites	Service Provider is responsible for clearing any Municipal Solid Waste including weeds found on vacant sites within the Package.	The waste shall be segregated and disposed as per the process specified for dry, wet, sanitary waste and street sweeping waste as set out in Sl.	As and when identified and on request



Sl.No	Activity		Process	Frequency
			<p>No. 1 and 2 above.</p> <p>In case, a request is placed by the concerned BBMP Representative to clear a specific Vacant Site, the said Vacant Site shall be cleared by the Service Provider within 8 Working Hours of such request.</p> <p>The Service Provider shall maintain a record of such requests received from the BBMP Representative and shall be required to get a counter signature of the BBMP Representative on completion of the request received. For the purpose of recording completion of request, the Service Provider shall prepare a Request Completion Report providing the following details:</p> <p>1. Name and location of Vacant Site</p> <p>2. Date and time of request logging</p> <p>3. Date and time of closure of the request</p> <p>4. Activities carried out</p> <p>5. Photographs of the Vacant Site- before and after clearing the MSW. The photographs should have date, time and GPS location stamp.</p>	
v	Dead animals	<p>Service Provider is responsible for clearing any dead animals found within the Package.</p> <p>The dead animal needs to be cleared from the street within 4 hours from the time identified on the streets and need to be transported to the Designated Location</p>	<p>In case, a request is placed by the concerned BBMP Representative to clear dead animal (s), the Service Provider shall clear the dead animal within 4 Working Hours of such intimation.</p> <p>The Service Provider shall maintain a record of such requests received from the BBMP Representative and shall be required to get a counter signature of the BBMP Representative on completion of the request received. For the purpose of recording completion of request, the Service Provider shall prepare a Request Completion Report providing the details as specified in Sl. No. 2 (iv).</p>	On request and/ or whenever spotted by the Service Provider



Sl.No	Activity		Process	Frequency
vi	Streets with High Floating Population	Service Provider is responsible for removal of waste from bins locations/ streets with high floating population as and when bins are provided.		Daily
vii	Grievance Redressal	<p>On receipt of the complaint, BBMP shall pass on the details to Service Provider. Service Provider shall maintain a log of all such complaints received from the BBMP Help Line/Customer Care and report the redressal of the same to the BBMP Representative.</p> <p>For the purpose of avoidance of doubt, for grievance redressal, Assistant Engineer/Health Inspector of the ward shall be BBMP Representative.</p>	<p>The Service Provider shall maintain a record of such complaints received from the BBMP Representative and shall be required to get a counter signature of the BBMP Representative on completion of the complain redressal. For the purpose of recording completion of request, the Service Provider shall prepare a Complaint Redressal Report providing the following details:</p> <ol style="list-style-type: none"> 1. Name and location of the complaint generated 2. Date and time of request logging 3. Date and time of closure of the request 4. Activities carried out 5. Photographs of the cleared site- before and after clearing the MSW. The photographs should have date, time and GPS location stamp. 	Daily
3	Bulk Generators			
i	Dry Waste (including e-waste, hazardous waste)	<p>Service Provider shall, for a period of 12 (twelve) months from the CoSD, be responsible for collection of each waste stream from those Bulk Generators within the Package, that desire to avail such services. On the expiry of this period, the Service Provider shall not be obliged to collect waste from the Bulk Generators as part of its Scope under this Agreement.</p> <p>Bulk Generators shall keep the waste for collection by the Service Provider in segregated form and in separate bins.</p>	<p>Service Provider shall begin collection from Bulk Generators only after 3:00 PM. The Service Provider may use the Vehicles used for collection of MSW from Households and Commercial Establishments.</p> <p>Service Provider shall deploy the Vehicle Type prescribed in Schedule 3A for transfer of MSW collected from the Bulk Generators to the Designated Location in segregated form.</p>	Daily
ii	Wet Waste			Daily
iii	Sanitary Waste			Daily



Sl.No	Activity		Process	Frequency
iv	Extension of Waste Collection & Transportation Period	30 days prior to expiry of 12 (twelve) months from CoSD, BBMP may direct the Service Provider to continue the collection and transportation of waste from Bulk Generators and also indicate the period of extension.		
4	Animal Waste			
i	Collection and Transportation of Animal Waste	<p>Service Provider shall be responsible for collection of Animal Waste from all the slaughter houses and meat shops in the Package for a period of 12 (twelve) months from CoSD. On the expiry of this period, the Service Provider is not required to collect Animal Waste from all the slaughter houses and meat shops in the Package as part of its Scope under this Agreement. Service Provider shall use the Vehicle Type has indicated in Schedule 3A.</p> <p>30 days prior to expiry of 12 (twelve) months from CoSD, BBMP may direct the Service Provider to continue the collection and transportation of waste from Bulk Generators and also indicate the period of extension.</p>	<p>Service Provider shall carry out collection of Animal Waste from slaughter houses between 10:00 Am to 12:00 Noon and collection of Animal Waste from meat shops after 5:00 PM.</p> <p>Service Provider shall deploy a separate vehicle for transfer of Animal Waste collected from the slaughter houses and meat shops to the Designated Location.</p>	Daily
B	Secondary Transportation			
1	Wet Waste from Households and Commercial Establishments	Service Provider is responsible to transfer all the Wet Waste collected from the Package to the Designated Location for Wet Waste Disposal using a Compactor Truck only. Where the Service Provider has setup a Wet Waste Processing Facility ("Decentralised Processing Facility"/"DPF") within the Package, the Wet Waste equal to the capacity of the DPF shall be transported to the DPF. The balance quantity of Wet Waste collected shall be transported to the Designated Location for Wet Waste Disposal.	Service Provider shall transfer the Wet Waste directly from the Auto-tipper to the Compactor Truck without spillage during such transfer. Such transfer shall be undertaken only at Designated Locations which have been duly approved by BBMP.	Daily
2	Rejects from DWCCs and Street sweeping waste	Service Provider is responsible to transfer all the Rejects from the DWCC and the street sweeping waste to the specified Designated Location using the Vehicle Type prescribed in Schedule 3A.	<p>Service Provider shall transfer the street sweeping waste directly from the Auto-tipper to the Compactor Truck without spillage during such transfer.</p> <p>Such transfer shall be undertaken only at Designated Locations which have been duly approved by BBMP.</p>	Daily



Sl.No	Activity		Process	Frequency
			Rejects collected from the DWCC shall be weighed prior to transfer to the Compactor Truck. The Service Provider shall maintain records of such weighment and submit the same to BBMP along with its invoice for each month.	
	Note: Service Provider shall have to accommodate the resources towards more than one shift or one trip in order to clear the MSW generated in the ward.			
3	MSW from Bulk Generators	Service Provider is responsible to transfer all the MSW collected from the Bulk Generators in the Package to the specified Designated Location using a Compactor Truck only.	<p>The Service Provider shall, within 15 days of signing of the Agreement, submit to BBMP the registration numbers of the vehicles deployed for transfer of MSW to the Designation Location. Service Provider shall transfer the MSW directly from the Auto-tipper to the Compactor Truck without spillage during such transfer. Such transfer shall be undertaken only at Designated Locations which have been duly approved by BBMP.</p> <p>The operator of the said Designation Location shall record the weight of the MSW supplied by the Service Provider and submit the information to BBMP. The Processing Fee for the MSW supplied shall be adjusted against the Service Charge due to the Service Provider.</p>	Daily
C	Disposal			
1	Dry Waste	<p>Service Provider shall deliver the Dry Waste at the Designated Location indicated by BBMP, which in most cases shall be the DWCC.</p> <p>DWCCs are being run by BBMP-appointed operators who are individuals/ NGOs etc. BBMP may, as per its discretion, handover the DWCC to the Service Provider for operation and maintenance at any time during the period of the Agreement. The DWCC handed over to the Service Provider shall be operated and maintained by it at no extra cost to BBMP and in accordance with Operation Procedure set out in Annex-I of this Schedule 7. BBMP shall not be obligated to provide any extra funding towards management and operations of the DWCC, as the same is expected to be operated on a self-sustainable basis by the Service Provider. In case the DWCC requires augmentation/ up gradation/ renovation, the Service Provider may submit a proposal in this regard, with appropriate details to BBMP. Based on the availability of funds, BBMP shall intimate in writing to the</p>	<p>Service Provider shall maintain a record of the dry waste quantity received on a daily basis and submit the same to the BBMP Representative at the end of each month.</p> <p>The Service Provider shall ensure that at any point in time, no more than 75% of the floor space inside the DWCC is utilised for storing the waste. In the area utilised for storing, the Service Provider shall ensure that no more than 75% of the height of the building is utilised for stacking up the waste.</p> <p>Service Provider may further sell/trade the waste received and retain the revenue received from the</p>	Daily



Sl.No	Activity	Process	Frequency
		<p>Service Provider its decision on the proposal.</p> <p>The DWCC shall be kept clean at all times and no dry waste shall be piled up outside the DWCC building. The Service Provider shall take necessary steps to minimize any inconvenience to the public.</p> <p>Service Provider shall provide an equipment for weighment of the dry waste as specified in Schedule 3C. Service Provider shall ensure that the weighing equipment kept functional at all times. The calibration of the equipment shall be carried out as recommended by the manufacturer and in any case shall be undertaken every 3 months.</p> <p>BBMP may at its sole discretion, either on its own or through an authorised vendor, install additional equipment for improving operational efficiency and/or monitoring. The Service Provider shall ensure that such equipment is not damaged or tampered in any manner.</p> <p>The Service Provider shall be responsible for making payments towards electricity, water consumption at the DWCC.</p> <p>The Service Provider shall transport the Rejects at DWCC to the specified Designated Location.</p>	<p>same. All records of disposal of dry waste (including invoices of sale) shall be maintained by the Service Provider and submitted to BBMP at the end of each month.</p> <p>Service Provider shall transport the Rejects from DWCC to the Designated Location.</p>
2	Wet Waste	<p>Service Provider shall endeavour to set up a DPF within the Package within 12 months of the CoSD, or any such extended period as approved by BBMP, and operate and maintain the same for the term of this Agreement.</p> <p>The DPF shall be kept clean at all times and no waste shall be piled up outside the premises. The Service Provider shall take necessary steps to minimize any inconvenience to the public.</p> <p>Service Provider shall provide an equipment for weighment of the waste as specified in Schedule 3C. Service Provider shall ensure that the weighing equipment kept functional at all times. The calibration of the equipment shall be carried out as recommended by the manufacturer and in any case shall be undertaken every 3 months.</p> <p>BBMP may at its sole discretion, either on its own or through an authorised vendor, install additional equipment for improving operational efficiency and/or monitoring. The Service Provider shall</p>	<p>Service Provider shall, within a period of 12 months from the CoSD, or any such extended period as approved by BBMP, submit to BBMP its proposal for setting up a DPF. This proposal shall detail out the following:</p> <ol style="list-style-type: none"> 1. Site details for setting up DPF 2. Technology to be implemented and capacity 3. Plant Operations Plan 4. Costing details 5. Financial Plan and projection for the Agreement period <p>Service Provider shall maintain a record of the Wet Waste quantity received at the DPF on a daily basis and the quantity of the end-products and by-products generated in each cycle of operations of the DPF. These details shall be handed over to the BBMP at the end of each</p>



Sl.No	Activity		Process	Frequency
		<p>ensure that such equipment is not damaged or tampered in any manner.</p> <p>The Service Provider shall be responsible for making payments towards electricity, water consumption at the DPF.</p>	<p>month with the necessary proof, including sale invoices etc.</p> <p>Where the DPF capacity is less than the quantity of the Wet Waste generated and collected in the Package, the Service Provider shall transport the balance Wet Waste to the Designated Location for Wet Waste Disposal.</p>	Daily
3	Sanitary Waste	Service Provider shall transfer the Sanitary Waste at the Designated Location for Sanitary Waste Disposal.	Service Provider shall maintain a record of the Sanitary Waste quantity transferred at the Designated Location on a daily basis and the same shall be counter signed by the operator of the Designated Location. These details shall be handed over to the BBMP at the end of each month.	Daily
4	Green waste (dry leaves and tree cuttings)	Service Provider shall install a shredder at the Identified Location for Shredder. All the Green Waste collected in the Package shall be processed through the shredder and disposed at the Designated Location for Green Waste Disposal.	<p>Service Provider shall maintain a record of the Green Waste quantity processed and disposed at the Designated Location on a daily basis. These details shall be handed over to the BBMP at the end of each month.</p> <p>Green waste from BESCOM tree cutting activity shall be transported to the designated location as per Schedule 2.</p> <p>Service Provider shall if required set up a shredder/chopper within the package area for disposal of green wastes. The proposal for setting up the same shall be submitted to BBMP for its approval, indicating the location, area, operating plan, etc.</p>	Daily
5	Street Sweeping Waste and Inerts from all sources	Service Provider shall dispose the Street Sweeping Waste and Inerts at the Designated Location for C&D Waste Disposal.		Daily
6	Dead animals and Animal Waste	Service Provider shall dispose the Dead Animals at the Designated Location for Animal Waste Disposal.		Animal Waste - Daily
7	Bulk Generators	Service Provider shall dispose the MSW collected from Bulk Generators at the Designated Location for Bulk Waste Disposal.		Daily
8	Transportation of Waste	Service Provider shall be responsible for transporting all waste in a segregated, hygienic manner and without any spillage or leakage		



Sl.No	Activity	Process	Frequency
		during transportation.	
D	Awareness Creation		
1	Segregation	<p>Service Provider is responsible for:</p> <p>i. Creation of awareness across all waste generators within the Package on segregation of waste, waste streams and frequency of collection of each waste stream.</p> <p>ii. Collection of segregated waste only</p> <p>Service Provider shall have a period of 1 month from the COSD to ensure that all waste generators within the Package adopt 100% segregation of waste. During the period of 1 month from COSD, the Service Provider shall transport and dispose the waste received in segregated form to the respective disposal locations. On expiry of the 1 month from COSD, any household/commercial establishment/institute that does not handover segregated waste, the Service Provider shall report each such instance to the BBMP Representative. The Service Provider shall not collect the waste at such instances.</p>	
2	Collection of Waste	Service Provider shall be responsible to inform all the waste generators in the Package about the frequency, timing and route plan of waste collection for Dry Waste, Wet Waste and Sanitary Waste.	
3	Greivance Redressal	Service Provider shall inform all the waste generators in the Package of the Helpline Numbers available with BBMP to lodge their complaints.	
E	Vehicles and Equipment		
1	Primary Collection and Secondary Transportation	<p>Service Provider shall employ vehicles, as per Schedule 3A. All vehicles shall carry a board "On BBMP Duty" clearly visible. Each vehicle shall also have the complaint number clearly visible to the public.</p> <p>All vehicles shall be fitted with a GPS system, as per specifications provided in Schedule 3C, and the same shall be connected to a computer system at the Zonal Office.</p>	
2	Vehicle maintenance	Service Provider shall be responsible for maintenance of all vehicles operated by it (owned by the Service Provider and handed over by BBMP).	As directed by the manufacturer
3	Cleaning and disinfection	Service Provider shall undertake regular cleaning and disinfection at	Once a week



Sl.No	Activity	Process	Frequency
		a location identified by it and at its own cost.	
4	Parking	Service Provider shall identify a location for parking of its vehicles within the Package. The cost of the same shall be borne by the Service Provider.	
5	Equipment/ Tools/ Consumables	The Service Provider shall make available all equipment as per Schedule 3C.	Periodic maintenance / replacement shall be as per Schedule 10 and or manufacturer's directions, as the case may be.
F	Personnel		
1	Salaries and Benefits	Service Provider shall ensure than all personnel are paid as per industry standards, including PF and ESI. The salaries shall be transferred directly to Bank a/c's of respective PKs on a monthly basis	
2	Attendance	Service Provider shall maintain a daily attendance register, including biometrics, and handover the attendance details at the end of each month to the BBMP Representative. For the avoidance of doubt, biometric machines shall be provided by BBMP to the Service Provider.	Daily
3	Facilities	Service Provider shall at its own cost provide facilities for the personnel to change clothes/uniform and washrooms etc. Service Provider shall provide all the personnel with requisite uniforms and safety gears	



Annex-I

Operating Procedure for Dry Waste Collection Centres

INTRODUCTION:

The Dry Waste Collection Centre (DWCC) is the property of BBMP and has been built in order to create ward wise destinations for Dry Waste collected in a segregated manner. The intent is to facilitate and stream line the process of collection and transportation of segregated waste from house-holds and also to encourage citizens to drop off recyclables at ward level. Preference is to be given to receiving all varieties of low value dry waste, which are otherwise entering the landfill.

The DWCCs have been classified into three categories as below (Please check **Appendix II** for full details):

- **Small (Upto 1.0 TPD)** – Where the floor area is between 80-100 sq. m
- **Medium (1.0 to 2.5 TPD)** – Where the floor area is between 150 – 200 sq. m
- **Large (More than 2.5 TPD)** – Where the floor area is above 300 sq. m

Kindly note that these calculations are just guidelines and the quantities could increase based on methods and productivity tools and additional infrastructure deployed (eg. using bailers will increase the capacity that can be stored, use of conveyor belts could enhance sorting efficiency & increased floor area or a mezzanine floor could provide additional storage, deployment of manpower etc.)

OPERATING PRINCIPLES:

In order to ensure that the DWCC functions in accordance with the City's strategy and goal of sustainable Solid Waste management basis segregation of waste at source and maximising decentralized handling, the following operating principles are listed below:

OBLIGATIONS OF DWCC:

1. The DWCC must accept ALL dry waste streams.
2. The Service Provider will drop off low value waste free of charge to the DWCC.
3. It is the responsibility of BBMP to specify waste Destinations per ward for:
 - Low value plastics
 - Reject waste
 - Other dry waste streams to be aggregated from time to time
4. The Service Provider can carry all low-value and reject dry waste streams from the primary collection cycle of the designated ward to the earmarked DWCC / specified ward location.
5. In order to maintain hygiene levels, all DWCC material is to be cleared on an agreed periodic/ weekly basis and the Service Provider/operator must ensure that there is no accumulation of waste in and around the centre.



6. Follow all MSW Rule Guidelines, 2000 – no garbage on ground, no handling toxic waste by hand, etc.
7. The DWCC shall sort waste into a minimum of 5 waste categories – Paper, Plastic, Metals, Glass and Reject Waste. For details of the streams refer to **Appendix I**.

CITIZEN FACING INFRASTRUCTURE:

1. The DWCC will function as a drop-off for ALL dry waste streams by the citizens. It is thereby mandated to have coloured bins for the same. The basic streams for drop-off and colour of bins are specified in **Appendix I**.
2. Additionally a DWCC may be a drop-off for special streams like E-Waste, Sanitary Waste, and others, as and when specified by the BBMP.
3. It must function only as a sorting centre for the streams of waste collected and not to aggregate or store waste. The ratio between the sort v/s store area for each of the sizes (Small, Medium & Large) has been listed in **Appendix II**.
4. The branding of the centre is to be done as specified by the BBMP.
5. Since the DWCC often stores material of an inflammable nature, the DWCC will be equipped with fire extinguishers in case of an emergency and for the safety of the workers.

WORKER GUIDELINES - HUMAN RESOURCES:

The DWCC will provide dignity of work and hygienic work conditions to its employees. The contractor/operator must ensure and maintain optimum work conditions by ensuring:

1. Minimum wage for all workers must be in accordance with the labour laws.
2. All workers must be provided with uniforms/ gloves and ergonomic working conditions.
3. DWCCs must be provided with toilet(s), changing area & a space for lunch.
4. Deployment of technology / tools & infrastructure to support sorting must be ensured such that the efficiency of daily sorting is maintained at 200-240 kg/person.
5. All workers/sorters must be trained.
6. Co-existing with the informal economy is essential, thereby the Service Provider/operator is encouraged to employ waste pickers and link up with local kabadiwallahs/scrap dealers for the sale of sorted dry waste.
7. Badges and Aadhar card for salary & identity proof.

TRANSPARENCY & ACCOUNTABILITY:

1. The Service Provider/operator is mandated to maintain a daily record/receipt of weight, of the transactions.
2. These transactions have to be updated in the predefined format on BBMP's web portal.
3. A report is required to be submitted by the Service Provider/operator to BBMP at the end of the month.



OUTREACH & TRAINING:

1. As DWCCs are the face of decentralisation, they are the go-to point & ambassador of a clean set up. The DWCC will carry out frequent promotion awareness programs with the support /assistance of the local Community and BBMP at the ward level. It could additionally be used as a space to conduct recycling drives, education for schools, residents, etc.
2. DWCCs could additionally be used as a space to conduct training programs for PKs, other staff of Service Provider's and sanitation workers from time to time.



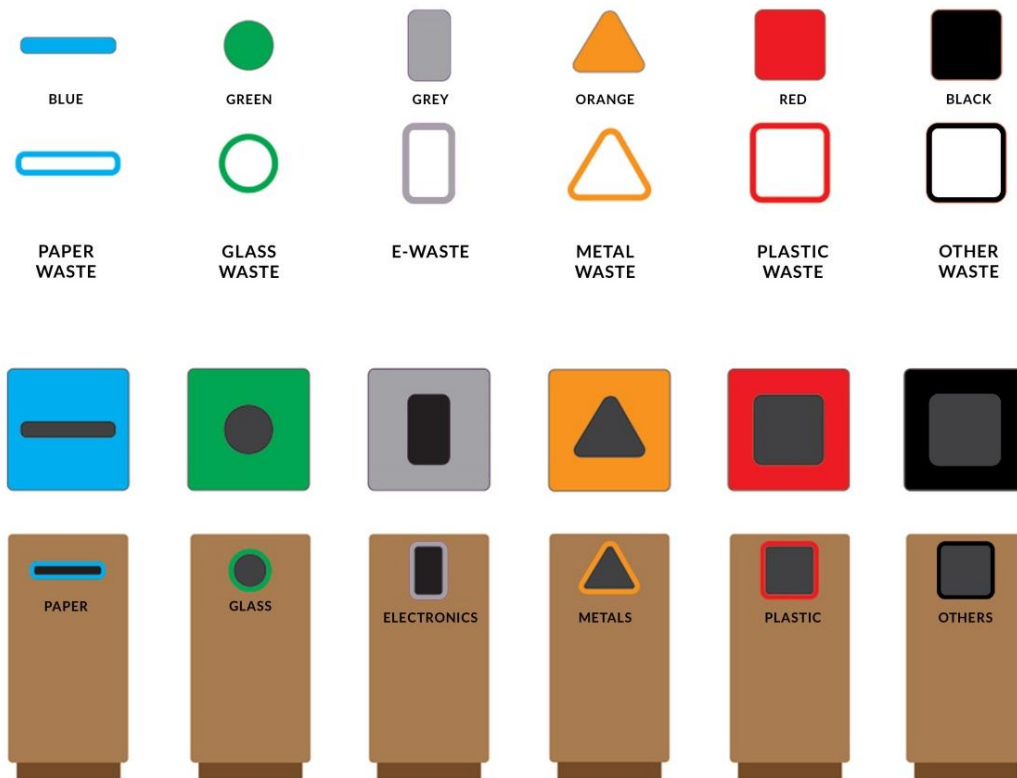
APPENDIX I:
COMPONENTS, COLOURS & SYMBOLS FOR RECYCLABLE DRY WASTE

1. DETAIL OF WASTE STREAMS:

COLOUR	ITEM	DETAILS OF THE ITEMS
Blue	Paper	Cardboard/Corrugated boxes, White Paper/White Record, Road scrap paper, Tetrapak, etc.
Green	Glass	Quarter Bottles, Beer bottles, etc.
Grey	E-Waste	All electronic waste
Orange	Metal	Ferrous Metals/Iron, Copper, Aluminium Cans, Other Metals, Batteries, Brass, etc.
Red	Plastics	PET bottles, Plastic boxes, Milk packets, LD Plastic bags, Laminates, Thin Plastic bags
Black	Others	Rubber, Textiles/Rags, Thermo Cole/Styrofoam, Slippers, wood etc.
Yellow	Sanitary Waste	Sanitary napkins, diapers, etc.

2. COLOURS & SYMBOLS FOR RECEPTACLES : OPTIONS OF DESIGN DEPENDING ON LOCATION AND USAGE





3. DESIGN OPTIONS:





APPENDIX II: SORT V/S STORE AREA

TYPE/SPECS.		SMALL	MEDIUM	LARGE
Incoming Waste (TPD)		Upto 1.00	1.00 to 2.50	> 2.50
AREA (sq.m.)		80 - 100	150 - 200	300+
Circulation Space (%age of Total area)		34%	34%	34%
Office Space (sq.m.) (Fixed)		15	15	15
Services (sq.m.)		10	10	10
UNSORTED WASTE	Area occupied (sq.m.)	14	35	42
SORTING OF WASTE	Area occupied (sq.m.)	9	15	21
SORTED WASTE	Area occupied (sq.m.)	15	57	110
	No. of days it can be stored	1	3	5
Frequency of removal of Sorted Waste		Daily	Once in 3 days	Once in 5 days
Sort : Store (ratio of areas)		1.5	0.8	0.6



Schedule 8

Charges for Collecting and Transporting Bulk Waste



Schedule 9**Terms of Reference for Third Party Inspection Agency****1. Scope**

- 1.1. These Terms of Reference for the Third Party Agency (the "**TOR**") are being specified pursuant to the Services Agreement dated _____ (the "**Agreement**"), which has been entered into between Bruhat Bengaluru Mahanagara Palike and _____ (the "**Service Provider**") for Collection and Transportation of Municipal Solid Waste and Street Sweeping in) ____Ward of Bengaluru, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

2. Definitions and interpretation

- 2.1. The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3. The rules of interpretation stated in Clauses 1.2 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3. Role and functions of the Third Party Agency

- 3.1. The role and functions of the Third Party Agency shall include the following:
- review of the Implementation Plan as set forth in Paragraph 4;
 - review, inspection and monitoring of all activities during the Agreement Period as set forth in Paragraph 5;
 - monitor compliance of the prescribed specification in terms of Schedule 3A, 3B and 3C by the Service Provider;
 - ensure compliance of the Performance Standards in terms of Schedule 3 by the Service Provider;
 - Collect the data (GPS, Bio-metric devices, visual inspection reports, etc.), undertake the analysis and monitor the performance as set forth in Schedule 10;
 - Consolidate the results of the analysis and represent the same in a report card format,



approved by BBMP

- g) Host the results on a cloud through a web based platform with rights/permissions to be provided based on the type of users (contractors, BBMP officials, citizens, etc.)
 - h) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
 - i) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - j) assisting the Parties in resolution of disputes as set forth in Paragraph 7; and
 - k) undertaking all other duties and functions in accordance with the Agreement.
- 3.2. The Third Party Agency shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4. Resource Mobilization Period

- 4.1. During the Resource Mobilization Period, the Third Party Agency shall undertake a detailed review of the Implementation Plan to be furnished by the Service Provider. The Third Party Agency shall complete such review and send its comments/observations to BBMP and the Service Provider within 15 (fifteen) days of receipt of the Implementation Plan. In particular, such comments shall specify the conformity of the Implementation Plan with the Obligations of the Service Period as set forth in the Agreement.
- 4.2. The Third Party Agency shall review any modifications/revisions in the Implementation Plan and furnish its comments within 7 (seven) days of receipt of the same.
- 4.3. The Third Party Agency shall review in detail and carryout inspection of Manpower, Tools, Equipment and Vehicles as set forth in Schedule 3A, 3B and 3C and recommend issue of Letter of Commencement as set forth in the Agreement.

5. Performance Monitoring Activities

- 5.1. During the Agreement Period, the Third Party Agency shall undertake a detailed review of the Operations Plan to be furnished by the Service Provider as set forth in the Agreement.
- 5.2. During the Agreement Period, the Third Party Agency shall monitor the services to be provided by the Service Provider in terms of clearance of existing MSW from Black Spots, Vacant Sites, etc. as set forth in the Agreement.
- 5.3. During the first 3 months post Resource Mobilization Period, the Third Party Agency shall review the quantities of Wet, Dry and Sanitary Waste generated in the Ward based on the weighment statements from the waste aggregating/ processing centers and set the XX,



YY and ZZ kgs of waste quantum per day by stream for the first year as set forth in the Agreement. These quantities would be reviewed and revised as per actuals annually thereafter.

- 5.4. Third Party Agency shall prepare a format for Monthly Performance Report as approved by BBMP for the purpose of clearance of Payment to the Service Provider.
- 5.5. Third Party Agency shall review the Monthly Report submitted by the Service Provider as set forth in the Agreement.
- 5.6. Third Party Agency shall collect and analyze the GPS data from all the devices fitted to the vehicles and consolidate the data on a daily basis and measure the number of vehicles deployed as set forth in the Agreement.
- 5.7. Third Party Agency shall collect and analyze the data from all the Bio-metric devices and monitor the attendance on a daily basis and measure the manpower deployed as set forth in the Agreement.
- 5.8. Third Party Agency shall review the quantities of Wet, Dry and Sanitary Waste generated in the Ward based on the weighment statements from the waste aggregating/ processing centers and consolidate the same by stream of waste on a monthly basis.
- 5.9. Third Party Agency shall collect and analyze the GPS data from all the devices fitted to the vehicles and consolidate the data on a daily basis to track the instances of deviations from the approved route plan and measure the liquidated damages accordingly as set forth in the Agreement.
- 5.10. Third Party Agency shall collect and analyze the data with respect to all the performance standards as set forth in the Schedule 10 of the Agreement.
- 5.11. Third Party Agency shall review report submitted by BBMP designated citizen volunteer/ RWA/ Suchi Mitra/ representative.
- 5.12. Third Party Agency shall consolidate the results with respect to the deployment as per Schedule 3A, 3B and 3C as mentioned in 5.6 and 5.7; results of Segregation as mentioned in 5.8 and Liquidated Damages due to instances as mentioned above in 5.9, 5.10 and 5.11.
- 5.13. The results mentioned in 5.12 shall be consolidated in a Monthly Performance Report and shall be made available to BBMP officials and the Service Provider within a period of 7 days from the end of every month.

6. Determination of costs and time

- 6.1. The Third Party Agency shall determine the costs, and/or their reasonableness that are required to be determined by it under the Agreement.
- 6.2. The Third Party Agency shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.



7. Assistance in Dispute resolution

- 7.1. When called upon by either Party in the event of any Dispute, the Third Party Agency shall mediate and assist the Parties in arriving at an amicable settlement.
- 7.2. In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Third Party Agency shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

8. Other duties and functions

The Third Party Agency shall perform all other duties and functions specified in the Agreement.

9. Miscellaneous

- 9.1. The Third Party Agency shall notify its programme of inspection to BBMP and to the Service Provider, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 9.2. A copy of all communications, comments, instructions, sent by the Third Party Agency to the Service Provider pursuant to this TOR shall be furnished by the Third Party Agency to BBMP forthwith.
- 9.3. The Third Party Agency shall obtain, and the Service Provider shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Service Provider to the Third Party Agency, whereupon the Third Party Agency shall send one of the copies to BBMP along with its comments thereon.
- 9.4. The Third Party Agency shall retain at least one copy of the Implementation Plan and other Reports/ documents received by it and keep them in its safe custody.
- 9.5. Upon completion of its assignment hereunder, the Third Party Agency shall duly classify and list all reports, documents and other relevant records, and hand them over to BBMP or such other person as BBMP may specify, and obtain written receipt thereof.



Schedule 10

Performance Standards and Liquidated Damages

The Performance Standards and Corresponding Liquidated Damages is listed in the table below

Sr. No	Performance Indicator	Performance Standard	Method of Measurement	Frequency of Measurement	Liquidated Damages	Remarks
Primary Collection, Segregation and Street Sweeping						
1						
a	Route deviations by Auto Tippers, Luggage Auto or Pushcarts leading to unattended areas	No instance of such route deviations	1. GPS track of vehicles 2. BBMP Representative (TPI Agency and officer(s) nominated by BBMP for monitoring) 3. Complaints from at least 3 independent properties on any particular street/road stretch or deviation of route along 5% of the route length would be treated as one instance	Each Route, Every Shift	0.15% of the service fee per instance	Till such time that GPS system is put in place, measurement would only be on the basis of TPI logs and citizen complaints, validated by TPI
b	Non-collection of MSW	No instance of non-collection	1. TPI log/ BBMP Representative log 2. Complaints from at least 3 independent properties on any street/road stretch would be treated as one instance	Each Route, every Shift	0.3% of the service fee per instance	Approximate length of road stretch packages would be 0.5 km. These would be as per Project Implementation Plan approved by BBMP
c	Timing for collection of MSW - in line with the Implementation Plan submitted by the Service Provider and approved by BBMP	No instance of deviation from approved timings	1. GPS track of vehicles 2. TPI/ BBMP Representative log 3. Citizen Complaints - Complaints from at least 3 independent properties on any street/road stretch would be treated as one instance	Every Shift	0.05% of the service fee per instance	Approximate length of road stretch packages would be 0.5 km. These would be as per Project Implementation Plan approved



Sr. No	Performance Indicator	Performance Standard	Method of Measurement	Frequency of Measurement	Liquidated Damages	Remarks
						by BBMP
2	Sweeping of streets, footpaths, pavements	100% as per scope	1. Visual inspection by TPI/ BBMP Representative along atleast 5% of the Route length 2. Citizen Complaints- at least 3 complaints on a stretch of road/street	Every Shift	0.3% of the service fee per instance	Supported by photographic evidence
3	Collection of MSW from Bulk Generators and transportation to designated locations	100% from only those Bulk Generators from whom Service Provider is collecting waste	Complaints by at least three BGs, verified against MSW receipt (issued by BGs) furnished by the Service Provider.	Every Shift	0.3% of the service fee per instance	Certified by TPI/ BBMP Representative
4	Cleaning of burial grounds, open spaces, parking lots	Daily	1. TPI / BBMP Representative visual inspection 2. Citizen Complaints	Every Shift	0.15% of the service fee per instance	Supported by photographic evidence
5	Collection and transportation of MSW during Special Day	100%	1. TPI / BBMP Representative visual inspection 2. Citizen Complaints At least 3 complaints from citizens received after the time specified for such collection and transportation in the Agreement	After every special day occurrence	0.3% of service fee per instance	Supported by photographic evidence
6	No Black Spots	100%	1. TPI / BBMP Representative visual inspection 2. Citizen Complaints At least 3 complaints from citizens received after the time specified	Daily	0.3% of service fee per instance	Supported by photographic evidence



Sr. No	Performance Indicator	Performance Standard	Method of Measurement	Frequency of Measurement	Liquidated Damages	Remarks
			for such collection and transportation in the Agreement			
7	Buring of MSW	0%	1. TPI / BBMP Representative visual inspection 2. Citizen Complaints	Daily	0.3% of service fee per instance	Supported by photographic evidence
Transportation						
8	No spillage/ leakage while transportation	100%	1. TPI / BBMP Representative visual inspection 2. Citizen complaints	Daily	0.3% of service fee per instance	Includes, 1. spillage of waste on ground during loading 2. spilling of MSW/ leachate during transportation To be supported with photographic evidence
9	Transfer of MSW (segregated by stream) at Designated Place and at specified time in accordance with the Approved Implementation Plan	100%	1. GPS Track data 2. TPI / BBMP Representative visual inspection 3. Citizen complaints	Daily	0.05% of service fee per instance	Till such time that GPS system is put in place, measurement would only be on the basis of TPI logs and citizen complaints
10	Clearing and transportation of carcasses of dead animals	100%	1. TPI / BBMP Representative log 2. Complainant sign-off	Based on complaint lodged by citizens/TPI Agency	0.05% of service fee per instance of non-conformance	1. TPI logs backed by photographic evidence 2. Citizen complaint resolution supported by citizen sign-off



Sr. No	Performance Indicator	Performance Standard	Method of Measurement	Frequency of Measurement	Liquidated Damages	Remarks
Infrastructure, Resources and Maintenance						
11	Vehicles, Tools and amenities					
a	Clean Vehicles, properly disinfected	90% of vehicles	1. TPI / BBMP Representative visual inspection 2. Citizen complaints	Random but at least once weekly	0.03% of service fee per deviant vehicle	
b	Colour coding of Vehicles	100%	TPI / BBMP Representative visual inspection	Random but at least once weekly	0.03% of service fee per deviant vehicle	Supported by photographic evidence
c	Paint “Bruhat Bengaluru Mahanagara Palike”, ward number, serial number and helpline number on the body of vehicles	100% of vehicles	TPI / BBMP Representative visual inspection	Random but at least once weekly	0.03% of service fee per vehicle	Supported by photographic evidence
d	Consumer complaint number clearly visible	100%	TPI / BBMP Representative visual inspection	Random but at least once weekly	0.03% of service fee per vehicle	Supported by photographic evidence
e	Validity of driving license & Registration Certificate and insurance, road fitness certificate	100% of vehicles	TPI / BBMP Representative visual inspection	Random	0.15% of service fee per vehicle	Supported by TPI Report with details of vehicle chassis no (in case of no registration no) and driver's name and address (in case of invalid DL)
f	Condition of vehicle	100% of vehicles	TPI / BBMP Representative visual inspection	Random	0.15% of service fee per vehicle	
g	Provision of tools and equipments	No instance of non-availability	TPI log/BBMP Representative log	Random	0.01% of the service fee per instance	Supported by photographic evidence



Sr. No	Performance Indicator	Performance Standard	Method of Measurement	Frequency of Measurement	Liquidated Damages	Remarks
	Facilities such as changing rooms, toilets, crèche, parking and washing facilities etc.	No instance of non-availability	1. Verification of facilities provided, by authorized representative of BBMP 2. Interactions with workers and complaints received	Random	0.01% of the service fee per instance	Supported by photographic evidence
12	GPS on vehicle					
a	Provide GPS system on vehicle	100% of vehicles	TPI / BBMP Representative D14	Daily	0.03% of service fee per vehicle	Supported by photographic evidence
b	Functional and operational GPS and associated systems (SIM, electrical wiring etc.)	100% uptime	Measured as logs received during the shift/total logs that the system should have received as per system design. Supported by data logs from backend system	Daily	0.015% of service fee per instance	This would be calculated per vehicle daily
13	Use of Uniforms ID Cards/ safety gears by labours /drivers / cleaners	100% of field manpower to wear/use specified uniform and safety gear	1. TPI/ BBMP Representative visual inspection 2. Citizen complaints	Random on Daily basis	0.15% of service fee per instance	Supported by photographic evidence
14	Use of equipment for D2D collection and street sweeping as specified in the agreement	100%	1. TPI Agency visual inspection 2. Citizen complaints	Random on Daily basis	0.15% of service fee per instance	Supported by photographic evidence
15	Weighment system at DWCC	100% uptime	TPI/ BBMP Representative inspection	Daily	0.15% of service fee per instance	Supported by TPI Report
		Accuracy as per specifications at all times	TPI/ BBMP Representative inspection	Random but at least once weekly	0.15% of service fee per instance	Supported by TPI Report
Reporting						
16	All weighment	100%	TPI/ BBMP	Daily	0.3% of	Supported by



Sr. No	Performance Indicator	Performance Standard	Method of Measurement	Frequency of Measurement	Liquidated Damages	Remarks
	statements across waste streams and day-wise sales invoices of recycled waste, waste dispatched to waste aggregating/processing centres and processed waste		Representative inspection		service fee per instance	TPI Report
17	Maintain e-attendance musters/registers	Daily	TPI/ BBMP Representative inspection	Daily	0.3% of service fee per instance	Supported by TPI Report

Note:

- 1 Route shall mean
The above Performance Standards are not applicable for Bulk Generators. The performance for bulk generators would be governed by the direct agreement between the Service Provider and the bulk generator
- 2 Photographic evidence shall be
- 3 with date and time stamp



Schedule 11

**PERFORMANCE SECURITY
(PROFORMA OF BANK GUARANTEE)⁸**

THIS DEED OF GUARANTEE executed on this the ____ day of ____ at ____ by ____ (Name of the Bank) having its Head/Registered office at ____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Bruhat Bengaluru Mahanagara Palike, represented by the Commissioner and having its office at N.R.Square, Bengaluru 560 002, hereinafter referred to as “BBMP”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement (“the Agreement”) dated ----- entered into between BBMP and [insert name of Successful Bidder], a company incorporated under the provisions of the Companies Act, 1956/2013/firm, having its registered office/ permanent address at [insert address] ⁹, (“the Service Provider”), the Service Provider has agreed to carry out collection and transportation of MSW from the generators and street sweeping in Package Name ____ and No. ____ of BBMP (hereinafter referred to as “the Assignment”).
- B. In terms of the said Agreement, the Service Provider is required to furnish to BBMP, an unconditional and irrevocable bank guarantee for an amount of Rs. [insert amount] [Rupees (insert amount in words)] as security for due and punctual performance/discharge of its obligations under the Agreement, relating to the execution of the Assignment.
- C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the carrying out of Assignment in Package No. ____.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by Service Provider of all its obligations relating to the Assignment as envisaged in the Agreement.

⁸ To be issued by a Scheduled Bank in India

⁹ Insert name and address, if it is an individual



2. The Guarantor shall, without demur, pay to BBMP sums not exceeding in aggregate Rs. [insert amount] [Rupees (insert amount in words)], within 15 days of receipt of a written demand therefor from BBMP stating that the Service Provider has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by BBMP and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
3. In order to give effect to this Guarantee, BBMP shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement/non exercise/ delayed exercise of any of its rights by BBMP or any indulgence shown by BBMP to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by BBMP or any indulgence shown by BBMP, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
4. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/released earlier by BBMP in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____ (Rupees _____ Only).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/the Guarantor or any absorption, merger or amalgamation of the Service Provider/the Guarantor with any other person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank

by the hand of Shri _____

its _____ and authorised official.



Schedule 12

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the *** day of *** 20**.

AMONGST

1. _____, and having its residence/registered office at **** (hereinafter referred to as the **"Service Provider"** which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

and
2. _____[name and particulars of the Escrow Bank] and having its registered office at _____ (hereinafter referred to as the **"Escrow Bank"** which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

and
3. Bruhat Bengaluru Mahanagara Palike (BBMP) having its head office at N.R. Square, Bengaluru 560 002 represented by the Commissioner, BBMP (hereinafter referred to as **"BBMP"** which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators, successors and assigns).

WHEREAS:

- A. The Bruhat Bengaluru Mahanagara Palike (BBMP) has entered into a Service Agreement dated *** with the Service Provider (the **"Service Agreement"**) for activities of collection and transportation of municipal solid waste (MSW) in accordance with Applicable Laws, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- B. The Service Agreement requires the Service Provider to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

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 assigned to them:



"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Service Agreement" means the Service Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Service Provider, and shall commence from the date on which a notice is delivered by BBMP, to the Service Provider asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2. Interpretation

- 1.2.1. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Service Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Service Agreement.
- 1.2.2. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.3. The rules of interpretation stated in Clauses 1.1 and 1.2 of the Service Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. ESCROW ACCOUNT

2.1. Escrow Bank to act as trustee

- 2.1.1. The Service Provider hereby appoints the Escrow Bank to act as trustee for BBMP and the Service Provider in connection herewith and authorises the Escrow Bank to exercise such



rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

- 2.1.2. The Service Provider hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for BBMP and the Service Provider, and applied in accordance with the terms of this Agreement. No person other than BBMP and the Service Provider shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2. **Acceptance of Escrow Bank**

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Service Provider or BBMP with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, BBMP and the Service Provider or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3. **Establishment and operation of Escrow Account**

- 2.3.1. Within 15 (fifteen) days from the date of this Agreement, the Service Provider shall open and establish the Escrow Account with the _____ (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
- 2.3.2. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.
- 2.3.3. The Escrow Bank and the Service Provider shall, after consultation with the BBMP, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4. **Escrow Bank's fee**

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Service Provider. For the avoidance of doubt, such fee and expenses shall form part of the operation expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5. **Rights of the parties**



The rights of BBMP and the Service Provider in the monies held in the Escrow Account are set forth in their entirety in this Agreement and BBMP and the Service Provider shall have no other rights against or to the monies in the Escrow Account.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Service Provider

- 3.1.1. The Service Provider agrees and undertakes that it shall deposit into and/or credit the Escrow Account with all proceeds received pursuant to any insurance claims.

3.2. Deposits by the BBMP

- a) BBMP agrees and undertakes that, within 21 (twenty one) days from the date of this Agreement, deposit an amount into the Escrow Account equivalent to 3 months Service Fee.
- b) Upon withdrawal of funds from the Escrow Account by the Service Provider or any other payment as set out in Clause 4.1 herein, BBMP shall within 10 days of such withdrawal / payment replenish, the Escrow Account to the original level equivalent to 3 months Service Fee.
- c) As and when due and payable, it shall deposit into and/or credit the Escrow Account with Termination Payments.

Provided that, BBMP shall be entitled to appropriate from the aforesaid amounts, any Liquidated Damages due and payable to it by the Service Provider and the balance remaining shall be deposited into the Escrow Account.

3.3. Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Service Provider in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Agreement Period

- 4.1.1. At the beginning of every month, or at such shorter intervals as BBMP and the Service Provider may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such



amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) all taxes due and payable by the Service Provider for and in respect of the Assignment;
- (b) payments to the Manpower deployed by the Service Provider;
- (c) all payments as due and payable by the Service Provider to BBMP;
- (d) all payments due and payable by BBMP to Service Provider under the Service Agreement;
- (e) balance, if any, in accordance with the instructions of the Service Provider.

- 4.1.2. Not later than 60 (sixty) days prior to the commencement of each Accounting Year, the Service Provider shall provide to the Escrow Bank, with prior written approval of BBMP, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of BBMP, if fresh information received during the course of the year makes such modification necessary.

4.2. Withdrawals upon Termination

Upon Termination of the Service Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) all taxes due and payable by the Service Provider for and in respect of the Assignment;
- (b) outstanding Service Fee;
- (c) all payments and Damages certified by BBMP as due and payable to it by the Service Provider pursuant to the Service Agreement, including any claims in connection with or arising out of Termination;
- (d) any other payments required to be made under the Service Agreement; and
- (e) balance, if any, in accordance with the instructions of BBMP:

4.3. Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4. Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery



of the Assignment, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the financing agreements.

5. OBLIGATIONS OF THE ESCROW BANK

5.1. Segregation of funds

Monies received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2. Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the BBMP and/or Service Provider as to the relevant Payment Dates), the Escrow Bank shall notify the BBMP of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3. Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Service Provider upon a certificate signed by or on behalf of the Service Provider;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to BBMP of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Service Provider of any notice or document received by it from the BBMP in connection herewith.

5.4. No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.



5.5. Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. ESCROW DEFAULT

6.1. Escrow Default

6.1.1. Following events shall constitute an event of default by BBMP (an **Escrow Default**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Service Provider:

- (a) BBMP commits breach of this Agreement by failing to deposit monies into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 10 (Ten) business days;
- (b) the Service Provider causes the Escrow Bank to transfer funds to any account of the Service Provider in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 10 (Ten) business days; or
- (c) the Service Provider commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 10 (Ten) business days.

6.1.2. Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Service Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from BBMP or the Service Provider as the case may be, or any of its obligations to BBMP remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2. Substitution of Escrow Bank

The Service Provider may, by not less than 45 (forty five) days prior notice to the Escrow Bank and BBMP, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to BBMP and arrangements are made satisfactory to the BBMP for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.



7.3. Closure of Escrow Account

The Escrow Bank shall, at the request of the Service Provider and BBMP made on or after the payment by the BBMP / the Service Provider of all outstanding amounts under the Service Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the BBMP. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. SUPPLEMENTARY ESCROW AGREEMENT

8.1. Supplementary escrow agreement

The BBMP and the Service Provider shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of BBMP, investment of surplus funds, restrictions on withdrawals by the Service Provider in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9. INDEMNITY

9.1. General indemnity

- 9.1.1. The Service Provider will indemnify, defend and hold BBMP and Escrow Bank, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Service Provider of any of its obligations under this Agreement or on account of failure of the Service Provider to comply with Applicable Laws and Applicable Permits.
- 9.1.2. BBMP will indemnify, defend and hold the Service Provider harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of BBMP to fulfill any of its obligations under this Agreement materially and adversely affecting the performance of the Service Provider's obligations under the Service Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by BBMP, its officers, servants and agents.
- 9.1.3. The Escrow Bank will indemnify, defend and hold the Service Provider harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfill its obligations under this Agreement



materially and adversely affecting the performance of the Service Provider's obligations under the Service Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. DISPUTE RESOLUTION

10.1. Dispute resolution

10.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Bengaluru and the language of arbitration shall be English.

11. MISCELLANEOUS PROVISIONS

11.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Bengaluru shall have jurisdiction over all matters arising out of or relating to this Agreement.



11.2. Waiver of sovereign immunity

BBMP unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of BBMP with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any reliefs the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3. Priority of agreements

In the event of any conflict between the Service Agreement and this Agreement, the provisions contained in the Service Agreement shall prevail over this Agreement.

11.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5. Waiver

11.5.1. Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2. Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as



waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6. No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7. Survival

11.7.1. Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 1 (One) year following the date of such termination or expiry of this Agreement.

11.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9. Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or email. The address for service of each Party and its facsimile number and email are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice



shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12. Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13. Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
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For and on behalf of
Service Provider by:

For and on behalf of
Escrow Bank by:

For and on behalf of
BBMP by:

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

(Fax No.)

(Fax No.)

(Fax No.)

Witness:

1.

2.

