



**BRUHAT BENGALURU MAHANAGARA
PALIKE**

**REQUEST FOR PROPOSAL
DOCUMENT (RFP)**

Municipal Solid Waste Management

**PACKAGE NO. R-4
WARD NO. 16 & 17**

Yeshwanthapura Sub-division

Rajarajeshwarinagara Zone

SEPTEMBER, 2012

**OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)
RAJARAJESHWARINAGARA ZONE
BRUHAT BANGALORE MAHANAGARA PALIKE
BANGALORE**

Disclaimer

The information contained in this RFP document provided to the Bidder(s), by or on behalf of Bruhat Bengaluru Mahanagara Palike (hereinafter referred to as "BBMP") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for BBMP, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. BBMP, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

BBMP may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

RFP Document**Contents**

Part I	Instruction to Bidders
Part II	Form of Agreement

SCHEDULE OF BIDDING PROCESS

BBMP would Endeavour to adhere to the following schedule from the date of issue of notification during the Bidding Process:

Events	Date
Downloading of the RFP document	From: 21-09-2012
Last date for Pre bid queries to be uploaded by the bidders	25-09-2012
Response to Queries	26-09-2012
Tender Due Date / last date for submission of the RFP	27-09-2012 up to 1600 hours
Opening of Technical bid	29-09-2012 at 16.05 hrs
Opening of Financial bid	29-09-2012 at 17.00 hrs
Place of opening of Technical bid and Financial bid	Office of the Superintending Engineer, BBMP Zonal office Building, 18 th Cross, Ideal Homes Township, Rajarajeswari Nagar, Bangalore-98.
Address for communication	Office of the Superintending Engineer, BBMP Zonal office Building, 18 th Cross, Ideal Homes Township, Rajarajeswari Nagar, Bangalore-98.



BRUHAT BANGALORE MAHANAGARA PALIKE

No: EE (P)/RRN/SWM/TEND/E-Proc/03/2012-13

Office of the Executive Engineer (Project),

Rajrajeshwari Nagara Zone.

Bangalore-98. Date: 18/09/2012.

Short Term Tender Notice

1. Approval of the urban development dept, Karnataka state govt has been obtained to invite short term tender vide no: UDD-745MNY12 Dated:18-09-2012.
2. Bruhat Bangalore Mahanagara Palike invites Proposals from eligible bidders for Solid Waste Management (SWM) Services, detailed in the table below for a period of 3 years from date of award of service contract.
3. RFP documents may be downloaded from the e-procurement portal of the Government of Karnataka from 21-09-2012
4. The Bidders may submit RFP through e-procurement portal of the Government of Karnataka (viz <https://eproc.karnataka.gov.in>).
5. The Bidder shall remit online transaction fee (non refundable) for RFP after registering in the portal.
6. Bid(s) must be accompanied by Earnest Money Deposit specified for the package in the table below. EMD should be paid online through e-Procurement portal using any of the following payment modes: Credit card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC)
7. RFP must be submitted online through e-procurement portal on or before 1600 hours on - 27-09-2012 and the opening of tenders will be as per the e-procurement portal guidelines.
8. Other details can be seen in the RFP documents.

SINo.	Package No.	Description of Service / Contract,	Earnest Money Deposit (Rs.)
1	2	3	4
1	R-1	Solid Waste Management in Ward number-129 (Jnanabharathi) and Ward number-160 (Rajrajeshwari Nagara) in RR Nagara sub division	6,00,000/-

3	R-3	Solid Waste Management in Ward Number-38 (H M T) and Ward number-42 (Laxmidevi Nagar) in Goraguntepalya Sub-Division.	6,00,000/-
4	R-4	Solid Waste Management in Ward Number-16 (Jalahalli) and Ward number-17 (J.P.Park) in Yeshwantpur Sub-Division.	6,00,000/-
5	R-5	Solid Waste Management in Ward Number-37 (Yeshwantpur) in Yeshwantpur Sub-Division.	5,00,000/-
6	R-6	Solid Waste Management in Ward Number-40 (Doddabidurukallu) and Ward number-72 (Herohalli) in Herohalli Sub-Division.	6,00,000/-
7	R-7	Solid Waste Management in Ward Number-130 (Ullalu), Ward number-159 (Kengeri) and Ward number-198 (Hemmigepura) in Kengeri Sub-Division.	9,00,000/-

Note:

1. Aspiring Bidders who have not registered in e-procurement should register before participating through the website <https://eproc.karnataka.gov.in>.
2. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
3. All the required information required for Bids must be filled and submit online.
4. For details, registration and e-payment visit GOK e-Procurement website <https://eproc.karnataka.gov.in> or contact e-Procurement Helpdesk at 080-25501216/080-25501227.
5. This tender notice can also be seen on the BBMP website www.bbmp.gov.in
6. EMD amount for the aspiring bidder registered under SC/ST groups and SC/ST individuals shall be 10% of the prescribed EMD amount mentioned in the RFP.

Sd/-

Executive Engineer (Project)

Rajrajeshwarinagara Zone

BBMP

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Instructions to Bidders

1. BBMP intends to adopt a single stage two cover system (lump sum) bidding process for selection of the Service Provider to carry out Municipal Solid Waste Management services from eligible individuals / registered firms/ company incorporated under the Companies Act 1956/ agencies registered partnership firms/NGOs/ public limited companies, for the following activities for a period of Three years.

- a. Door-to-door collection of segregated (wet and dry waste separately) Municipal Solid Waste (MSW) on a daily basis and its transportation of Dry waste to the designated Dry waste collection center (Designated dry waste center location will be intimated to successful Bidder that will be within 50Km from the centre of the package) and transportation of Wet waste to the Decentralized composting units/secondary location points/ Processing and landfill site (Designated wet waste composting units/secondary location points/ Processing and landfill site location will be intimated to successful Bidder that will be within 50Km from the centre of the package)
- b. Sweeping of roads, streets footpath and pavements, cleaning of tertiary road side drains, uprooting of vegetation and transportation of the same to designated locations. (Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package)
- c. Collection of MSW from the bulk generators and its transportation to designated locations on a daily basis. (Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package).
- d. **The bidder will be at liberty to sell any dry waste collected; non sellable dry waste should be transported to Dry waste Collection Centre.**

The detailed scope of work for all the activities indicated above (“the Service Contract”) is provided in Appendix A.

- 1.1 Each Bidder shall submit a maximum of one (1) Proposal for each package, in response to this RFP Document. Any Bidder who submits more than one Proposal for a package will be disqualified. While the Bidder may submit proposals for any packages, the packages will be awarded to the successful bidders based on their technical and financial capability. The Bidder shall need to demonstrate their technical and financial capacity for the packages that the bidder is bidding. However in case the Bidder is found to be Lowest in more than one package, their technical and financial capacity should meet the overall technical and financial capacity of the packages for which the bidder is L1 (Lowest). In case their technical and financial capacity does not qualify for all the packages for which the bidder is L1, BBMP reserves the right to award the packages which fulfills the technical and financial capability
- 1.2 In case the L1 is not qualified as per the clause 1.1 then the next lowest/ subsequent bids will be negotiated based on the bidders technical and financial capabilities.
- 1.3 The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

2. Clarification of RFP documents

- 2.1 A prospective Bidder requiring any clarification of the RFP documents may upload the query in the website. The BBMP will respond to any request for clarification as per the calendar of event prior to the deadline for submission of RFPs. Copies of the BBMP's response will be uploaded in the e-portal website

3. Pre-Bid meeting:

- 3.1 The Bidder is requested to upload queries if any on the website before the pre bid query on 25-09-2012
- 3.2 BBMP will respond to any query which is received till the pre bid query date and will be uploaded in the website on 26-09-2012
- 3.3 Any modification in the RFP documents, which may become necessary as a result of the pre-bid queries or in sole discretion of BBMP shall be made exclusively through the issue of an Addendum publishing in the website pursuant to Clause 4.

4. Amendment of RFP documents

- 4.1 Before the deadline for submission of Bids the BBMP may modify the RFP documents by issuing addendum.
- 4.2 Any addendum thus issued shall be part of the RFP documents and shall be communicated through e-procurement portal.
- 4.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the BBMP shall extend as necessary the deadline for submission of Bids, in accordance with Sub-Clause 9.2 below.

5. Preparation of Bid Documents:

- 5.1 Documents comprising the Bid:
- 5.1.1 The Bids comprises of two parts viz Key Submissions and Financial proposal and shall contain the documents as follows
- a. **Key Submissions: The Bidder would provide all the information as per Clause 5.2 below.** BBMP would evaluate only those Proposals that are received in the required format and are complete in all respects.
 - b. Financial proposal shall be the financial offer made by the Bidder for the Service Contract
- 5.2 **Key Submissions:**
- a. Covering letter in the format set out in Appendix B,
 - b. Details of the Bidder in the format set out in Appendix C,
 - c. Anti-collusion and self declaration certificate in the format set out in Appendix D and D1

- d. Proof of Eligibility in the format set out in Appendix E
- e. Power of Attorney to submit the Bid set out in Appendix I, if required
- f. EMD - on line payment through e-Procurement platform.

5.2.1 **Financial Offer:** Financial Offer for the Service contract as set in out Appendix F.

5.2.2 The contract shall be for the whole works as described in Appendix A

5.2.3 All Statutory levies payable by the Successful Bidder under the contract, or for any other cause, shall be included in the financial offer submitted by the Bidder.

6. Proposal validity:

6.1 The Proposal shall remain valid for a period not less than 120 days from the RFP Due Date (Proposal Validity Period). BBMP reserves the right to reject any Bid, which does not meet this requirement.

6.2 In exceptional circumstances, prior to expiry of the original time limit, the BBMP may request the Bidder to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. Bidder may refuse the request without forfeiting his earnest money deposit. Bidder agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

7. Earnest Money Deposit (EMD) :

7.1 The Bidder shall pay an Earnest Money Deposit (EMD) amount of Rs.6.00 lakhs (10% of the above amount shall be the EMD for the registered society of SC / ST groups and SC/ST individuals.)

- 7.2 The Bidder shall pay the EMD through the e-Procurement portal. The Bidder's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank.

EMD amount will have to be submitted by the Bidder taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government central pooling account at Axis Bank until the contract is awarded.
 - b. The entire EMD amount for a particular RFP has to be paid in a single transaction. This earnest money deposit shall be in Indian Rupees and payment to be made through e-payment under any one of the four options, thru' Credit card, direct debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and update the transaction reference in e-Procurement portal.
- 7.3 Any Bid not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 7.2 above shall be reject by the BBMP as non-responsive.
- 7.4 The EMD of unsuccessful Bidders will be returned without any interest after completion tender process or when the bidding process is cancelled by BBMP.
- 7.5 The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 7.6 The EMD may be forfeited:
- a. If the Bidder withdraws the Bid after RFP opening during the period of RFP validity;
 - b. If the Bidder does not accept the correction of the RFP Price, pursuant to Clause correction of error.
 - c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security.

8. Submission of Bids on E-Portal

- 8.1 Bidder shall submit the Key Submissions and the financial offers electronically at the slots provided in the e-portal website.

- 8.2 To facilitate evaluation of Proposals, BBMP may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal and may request any Bidder to provide hard copy of the documents provided as part of the Proposal through E-portal.

9. Deadline for submission of the RFPs

- 9.1 Bidder shall upload the Bid electronically at the slots provided in the e-portal website before the Tender Due date.
- 9.2 The BBMP may extend the deadline for submission of RFPs by issuing an amendment in accordance with Clause 4, in which case all rights and obligations of the BBMP and the bidders previously subject to the original deadline will then be subject to the new deadline

10. Late RFPs

- 10.1 In e-procurement system, the bidder shall not be able to submit the bid after the bid Submission time and date as the icon or the task in the e-procurement portal will not be available.

11. Modification and Withdrawal of Bids

- 11.1 Bidder has all the time to modify and correct or upload any relevant document in the Portal till Bid submission date and time, as published in the e- procurement portal.

12. RFP opening and evaluation

- 12.1 BBMP shall open the of Key submissions of those Bids that are found to be responsive as provided in Clause 15.3 and undertake evaluation of the Technical Proposals to determine the qualified Bidders.

13. Process to be confidential

- 13.1 **Any effort by a Bidder to influence the BBMP's processing of RFPs or award decisions may result in the rejection of his Bid.**

14. Clarifications

- 14.1 BBMP would open the Key Submission of the Proposals on **29-09-2012 at 1605 hrs** or any convenient working day after the RFP Due Date for the purpose of evaluation,

however not later than eight days from the RFP Due Date. The BBMP will open the Key Submissions of all the Bidders received in the presence of the Bidders or their representatives who choose to attend on the date and place specified in the Schedule of Bidding process. The Financial Offers of the technically qualified Bidders will be opened after intimation of the date, time and venue of such openings to the qualified bidders.

- 14.2 BBMP reserves the right to reject any Bid which does not contain the information/documents as set out in this RFP document.
- 14.3 To facilitate evaluation of Bids, BBMP may, at its sole discretion, seek clarifications in writing from any Bidder..

15. Evaluation

- 15.1 The criteria for eligibility, qualification and evaluation of Bidders are set out in Appendix E.
- 15.2 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the RFP document and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 15.3 The Bid would be considered to be responsive if it meets the following conditions:
 - a. It contains all the information and documents as requested in the RFP document.
 - b. It contains information in formats specified in this RFP document.
 - c. It mentions the validity period as set out in Clause 6
 - d. There are no inconsistencies between the Bid and the supporting documents.
 - e. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
 - i. which affects in any substantial way, the scope, quality, or performance of the Service contract, or
 - ii. which limits in any substantial way, inconsistent with the RFP Document BBMP's rights or the Bidder's obligations under the Agreement, or
 - iii. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.
- 15.4 The Financial Offers of only the bidders, who meet the qualification criteria set out in Appendix E and whose Technical Proposal is found to be adequate, would be opened.
- 15.5 The BBMP may in its discretion decide the order of Packages for opening of Financial Offer. Based on the technical and financial capability of the bidder the packages will be opened. .

- 15.6 The Bidder making the lowest Financial Offer would be declared as the Preferred Bidder if he satisfies clause 1.1 of RFP. BBMP may either choose to accept the Bid of the Preferred Bidder or invite him for negotiations.
- 15.7 In case there are two or more Bidders quoting the same lowest Financial Offer, BBMP may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of BBMP.
- 15.8 BBMP reserves the right to reject any Bid, if:
- a. at any time, a material misrepresentation is made or discovered; or
 - b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- 15.9 **Correction of errors**
- 15.9.1 Bids determined to be substantially responsive will be checked by the BBMP for any arithmetic errors, if there is a discrepancy between the rates in figures and in words; the lower of the two will govern.
- 15.9.2 In the event of acceptance of the Preferred Bidder with or without negotiations, BBMP shall declare the Preferred Bidder as the Successful Bidder. BBMP will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.
- 15.9.3 The Successful Bidder shall make physically available (own or leased), of the required number of labours, pushcarts, Auto tipper/Goods autos (make-2000 -2012), Tippers(make-2000 -2012), and / Compactors (make-2000 -2012), along with the documents for the particular package within 15 days of the receipt of the letter of acceptance, failing which, the award will be cancelled and the EMD will be forfeited. However Successful Bidder should replace all old vehicles (less than 2006 make) within 120 days from the date of LOA, failing which, the award will be cancelled and the EMD will be forfeited. BBMP has got all the right to negotiated with L2 to award contract.
- 15.9.4 The Successful Bidder shall execute the Agreement immediately after producing the above requirement.

The Successful Bidder shall also furnish Performance Security by way of an irrevocable Bank Guarantee, issued by a nationalized bank or a scheduled bank located in India in favour of The Commissioner, Bruhat Bangalore Mahanagara Palike as required under the Agreement for an **amount equivalent to 2% of the annual** contract value and valid for the entire contract period and 3 month thereafter. In every monthly bill BBMP will deduct 1% of the monthly service fee as additional Performance Security. These amount will be refund after

the completion of contract period successfully, failing which, Performance Security amount will be forfeited.



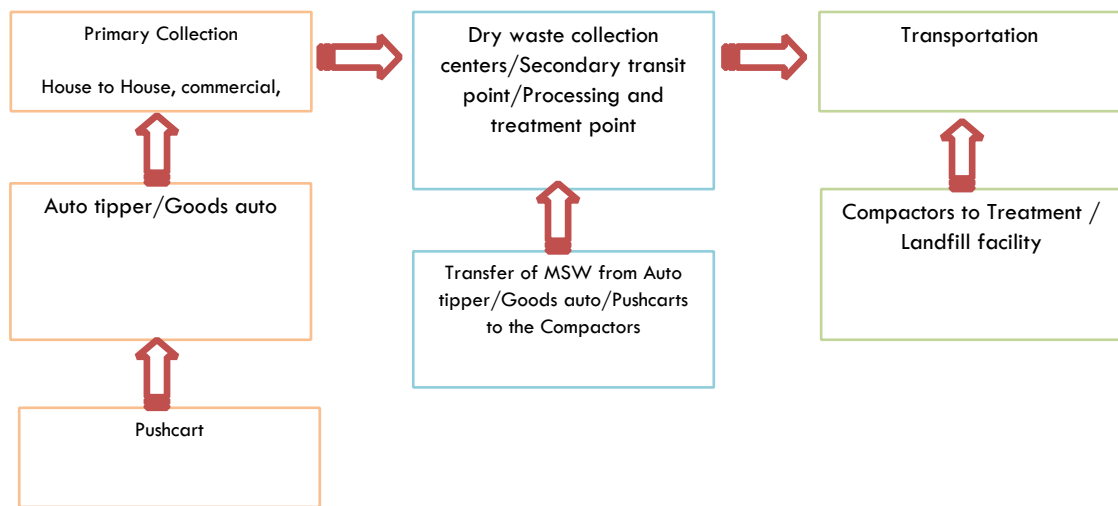
- 15.9.5 Notwithstanding anything contained in this RFP document, BBMP reserves the right to accept or reject any Bid, or to annul the bidding process or reject all Bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
- 15.9.6 All vehicles so produced for inspection shall not be changed without written permission of S.E/E.E.

APPENDIX A

1. Scope of Work & Terms & conditions

15.10 Scope of work.

The Scope of Work for MSW Management - for Door to door Collection of Segregated MSW, Street Sweeping and Transportation of MSW to the designated location on a **lump sum basis** in R-4 package of Bruhat Bangalore Mahanagara Palike is as set out below



15.10.1 Collection, Storage and Transportation of waste

- The collection, storage and transportation shall conform to the public notices issued by commissioner, BBMP on 15-09-2012 and 20-09-2012.
- Collection of Wet MSW on daily basis and Dry MSW once in a week.
- The bidder shall collect the dry waste in the phased manner in the different localities on a specified day of a week so that the dry waste will collected once in a week from all the households and commercial establishments.
- Promote MSW Segregation at household level through awareness campaigns and other suitable means.
- Collection of waste from doorstep by following a fixed time schedule.

- f. Use of appropriate door to door collection vehicles like pushcarts and auto tipper/Goods autos in the appropriate ratio (25:75) depending on the condition, dimension of the street for making the collection and shifting operation easy and efficient.
- g. Auto tipper/Goods autos should have an inbuilt mike system to announce about the door to door collection. Pushcarts shall have to carry appropriate bell ringing system of permissible decibels to draw attention of the community.
- h. Any non-co-operation of public in offering wastes/ littering garbage shall be brought to the notice of BBMP/RWA's with sufficient evidence.
- i. The wet waste shall need to be transferred from Auto tipper/Goods autos/ Pushcarts to the decentralized composting units and the dry waste shall need to be transferred to the dry waste collection centres nearby. The bidder shall transport unusable dry waste (including inerts) from established Dry waste collection centre to the designated land fill sites.
- j. If there are no decentralized composting units, the wet waste shall need to be transferred from Auto tipper/Goods autos/ Pushcarts into Tipper /Compactors, so that waste can be transported more economically, efficiently over long distances to the processing facility. on due weighment (Density/Volume basis).
- k. Wet waste and dry waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point / transit Segregation Points/ disposal site.
- l. In no case should the waste touch the ground; it is the responsibility of the bidder that he should ensure that no waste is accumulated in the secondary collection points at any point of time. The wet MSW so collected shall be transported immediately to designated locations.
- m. The waste from the Bulk generators, shop keepers, vendor and street hawkers shall be compulsory collected in segregated form without allowing them to throw the waste at untimely hours near the secondary storage points.

- n. The personnel deployed for door to door collection of segregated waste shall need to be provided with appropriate protective gears like uniforms, gloves, masks etc.,
- o. The BBMP invited competitive proposals from eligible bidders to carry out the following activities in accordance with the Municipal Solid Waste (Management and Handling) Rules, 2000

15.10.2 Street Sweeping and Drain cleaning

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

- e. The Successful bidder shall remove all the tree trimmings (excluding BESCOM) and garden waste on the road side.

Note: Retain the clauses f,g,h,m wherever applicable

- f. Night sweeping/cleaning and Transportation shall be envisaged as a routine work at eventful commercial areas.
- g. The Successful bidder shall clean Subways, Flyovers well within the scope of assigned work.
- h. The successful bidder shall, sweep the major markets and surrounding areas and ensure cleanness. The MSW so collected shall be transported to the designated locations. (Insert the designated sites) on due weighment.
- i. The collection, street sweeping and related work shall be done as per the instruction of BBMP officials and the sweepings collections shall be transported on the same day to the designated location.
- j. Care shall be taken that the sweeping activity does not hinder traffic movement on the roads.
- k. Collect the MSW indiscriminately thrown in public places and transport the same along with the street sweeping waste to the designated site.
- l. Identified eventful commercial areas in each package shall be swept at night. The MSW so collected shall be transported as and when collected to the designated sites. Under no circumstances the wastes generated must be stored on the pavements or burnt or mixed with other MSW.
- m. The Successful bidder shall clean, sweep and transport MSW from burial grounds/electrical crematorium and play grounds daily.
- n. The Successful bidder shall remove the MSW and shall clean the litter /community bins on a daily basis during street sweeping and more so during festivals and other community functions by engaging number of labours and vehicles. Any MSW found in vacant sites shall be cleared.
- o. The Successful bidder shall deploy more numbers of labours, vehicle and equipments during force majeure period.

- p. The Service provider shall transport the excess waste generated (during special occasions) by doing extra trip without seeking any additional cost & see that there should not be even a small heap of waste accumulated in the area awarded.
- q. Each worker involved in sweeping activity shall be provided with rubberized gloves, reusable masks, brooms, drain scrapers, forks, scrapers and other appropriate tools to perform their duties effectively and hygienically.

15.10.3 Bulk and other MSW collection and transportation

- a. The bulk waste generators like Apartments, hotels/ restaurants, marriage halls, social gatherings market waste etc., should be segregated into:
 - Wet Waste and
 - Dry waste
- b. The bulk waste generated from such source to be collected in segregated form, the wet waste shall be transport to the designated location and dry waste shall be transport to dry waste collection centres.
- c. The successful bidder should collect e-waste generated from the households and commercial establishments on the last day of every month and transport the same to the designated location.
- d. The successful bidder should collect bulk waste generated at the households like bed, pillows, furniture's etc., at least once in 3months and transport the same to the designated location.(Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package)
- e. The Successful bidder shall be responsible for clearance and safe disposal of dead stray animals and birds. In their jurisdiction within 2 hours from the spot and transport the same to the designated locations. (Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package).

Note: In future if BBMP appoints Pourakarmikas then the above work (incidental MSW cleaning work), will be replaced by them for which the wages of workers will be deducted from the package monthly bill as per the actuals

15.10.4 Other conditions

- a. The Successful bidder shall also be responsible for managing the annual increase in the waste generation due to increase in population and number of households for the entire contract period including roads/ carriage ways including right of way owing to further development of the city.
- b. The Successful Bidders shall submit to BBMP, an action plan on how the MSW is collected & transported, the routing of Push carts, Auto tipper/Goods autos, Compactors & closed Tippers and shall give proper directions regarding the same to engaged workers & Drivers
- c. The Successful Bidders has to furnish BBMP with the work mobilization chart within 15 days from the day of issue of LOA and before agreement is signed to the satisfaction of BBMP, clearly stating how the contractor intends to go about with the contract, mentioning the time frame and the methodologies and route map.
- d. The service provider shall obtain all necessary and obligatory license from the concerned authorities and abide by it like, labour license, P.F & ESI to the workers. The intending contractor is responsible for maintaining the labour force, vehicles etc., as per the labour rules and motor vehicle acts of GOK. Further the intending contractor is also responsible for payment of PF, gratuity, ESI as per the existing statutory norms and remit the same to the concerned statutory authority and the receipt for such payments will be submitted to the BBMP. If the above payment is not made then BBMP will deduct the same from the package Monthly bill and remit the same to the concerned statutory authority.
The successful bidder should pay monthly salary, ESI,EPF and other benefits to the pourakarmika's within 5th (Fifth) of every month without fail. The bidder should not wait for BBMP monthly payment. The bidder should submit monthly bill within 5th of every month, failing which BBMP will not be responsible for any lapses in future.
- e. Providing information to all workers regarding ESI & PF is the responsibility of service providers and shall provide all benefits.

- f. The successful bidder shall make the payments to his employees by way of Account payee cheque /ECS/Direct credit to the workers bank account unless the employee has worked for a period less than fourteen (14) days per month and furnish the bank statement details of the payment made every month.
- g. It is the responsibility of the bidder to pay all kinds of taxes(Statutory taxes) as per government rules on top priority.
- h. The successful bidder shall engage labours only at the age limit 18 to 60 years and atleast 30% of the workers should be male workers.
- i. The Successful Bidder shall provide trained Labours, vehicles and equipment for **R-4 package** for carrying out the activities involved in municipal solid waste management. The list of vehicles and equipment to be used for MSWM are set out in **Appendix - G**.
- j. All the pushcarts must be of new make
- k. The Successful Bidder shall engage the tools, equipments and vehicles (Make - 2006-2012) as per BBMP requirement and Expenditure/ maintenance of these vehicles shall be the responsibility of the service provider.
- l. The tools, equipment and vehicles deployed in the contract have to be immediately repaired/ replaced as and when damaged.
- m. Be fully responsible for the operations and maintenance of the equipment and vehicles and bear all recurring costs of operations, maintenance & repairs relating to the Package.
- n. The Successful bidder shall provide dedicated manpower and the work force should be acceptable by BBMP. In case of contingency the bidder should have reserve manpower to deploy at as per the requirement.
- o. All vehicles like Auto tipper/Goods autos, compactors, closed Tippers and pushcarts shall be completely painted in the lead free green colour with defined package no, Ward number, division number and Zone name along with the contractor name and contact number.
- p. The Successful bidder has to ensure that all the SWM vehicles and secondary collection points are washed and disinfected at least once in two days.

- q. The Successful bidder shall make all efforts to motivate the workers in the use of all safety equipments and protective gears compulsorily and shall have awareness program periodically.
- r. The Successful bidder shall engage supervisors for every 30 labours and provide them with mobile phones so that they can be contacted and their mobile number is shall be made available to the **R-4 package**, BBMP.
- s. Prompt attention to complaints, grievances, and emergency situations including festival seasons.
- t. Under no circumstances the successful bidder/contractor shall collect the user fee from the waste generators.
- u. There should be Co-ordinated efforts to create public awareness and civic sense/order through IEC activities.
- v. The contractor should actively involve and shall seek the guidance of Non Governmental Organizations (NGO's), resident welfare associations (RWA's) and other interested private individuals/organizations wherever required for door to door collection.
- w. The Successful bidder shall have to maintain the GPS system installed to the Secondary Transportation vehicles and the smart cards that would be provided by BBMP. In case the equipments provided by BBMP are damaged the same shall be rectified at the cost of the bidder and shall inform BBMP accordingly.
- x. At any time if the vehicle provided is under repair it is the responsibility of the bidder to provide alternate vehicle. The alternate vehicles should also be the same specification specified and shall be fixed with the GPS. The operator shall ensure that the GPS of the repaired vehicle is fixed to the alternate vehicle so that the vehicle can be tracked with the same ID. Vehicles that are not fitted with GPS will not be entitled for payment, even if alternative evidence of garbage disposal is produced.
- y. The Successful bidder shall establish an office in the areas where he operates and the communication facilities shall be made available to BBMP officials.

- z. The successful bidder shall identify the place for parking without causing interference to the public in order to avoid the auto tipper/Goods autos /push carts from being left on the roadside. And also provide a room with Toilet facility for changing uniform.
- aa. Report non-compliance of MSW management practices by waste generators to the Enviromental Engineer/DEO/AEE of BBMP.
- bb. Maintain a complaint register for registering the grievances of the waste generators and other stakeholders and also common e-mail ID for both Successful bidder and BBMP official shall be created and to be circulated to the Public to register the complaint if any.
- cc. The successful Bidder shall provide Photo identity cards for all his employees indicating the name and address, age, Package number, ward number.etc
- dd. If the Successful bidder or his workers damages properties of BBMP or any other property, the successful bidder will be responsible for damages.
- ee. Without prejudice to any other right or remedy which the BBMP may have in respect thereof under this Agreement, upon the occurrence of a Service Provider Event of Default, the BBMP may terminate this Agreement by issuing a termination notice setting out the underlying Event of Default and the termination date. which will be normally be taken to be within 24 hrs of the notice, BBMP will be at liberty to start immediate operations to provide SWM disposal .
- ff. Not withstanding anything contained in any of the clauses of this agreement, either of the parties any terminate this agreement, without assigning any reasons, by giving in writing a thirty days notice to the other party.

15.10.5 Health & Safety Equipments

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

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

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

- 1.16 Providing information to all workers regarding ESI & PF is the responsibly of service providers.

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

- 1.17 The successful bidder shall provide all benefits facilities and wages as mentioned in govt order No.KE/152/LWA/2008 Dtd:21.02.2011 and as per labour law to the engaged workers. If the wages is increased in the future, then the difference amount will be paid by BBMP. .

15.11 Special Conditions of Contract

15.11.1 Workers

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

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

15.11.2 Compliance with labour regulations:

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

15.11.3 Compliance with MSW Rules

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

15.11.4 Protection of Environment:

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

15.11.5 Additional Clause

- a. In case BBMP indicates at a later date to transport the MSW collected from the ward to a new treatment/landfill facility (which could be either at an increased distance or decreased distance) then a common rate will be arrived based on the quotes made by the L1 bidders. per extra kilometer travel.
- b. In the case of death of a contractor after executing the agreement/commencement of work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

15.11.6 Time Schedules for implementation of daily work schedule

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

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

8	Transportation of MSW to Dry waste collection center/ segregation point and or processing /landfill site	As per the time schedule proposed by the BBMP officials
---	--	---

Population	House Holds including houses in apartments	No of commercial establishment	No of small hotels	No of big hotels	No of small markets	No of Large market	Temple /Religious places Church , mosque etc)	No of large temples/ Religious places	No of choultries	Burial Grounds	Play Grounds	Road Length (in KM)	Commercial Road length (in KM)
100103	27018	1332	55	5	0	0	20	0	4	4	6	134	52

Appendix- 1

Description of Package

PACKAGE NO R-4

Ward Nos. 16 (Jalahalli) & 17 (J.P.Park)

Appendix- 2

The workers & vehicles requirement for Door to door Collection of segregated MSW, Transportation and Street Sweeping for the Service contract is as set out below:

PACKAGE NO.: R-4

Ward Nos. 16 (Jalahalli) & 17(J.P.Park)

Door to door collection (A)		Secondary collection of wet and dry waste and bulk waste collection(B)		Sweeping of Roads , Drain Cleaning, Burial grounds, Play grounds cleaning & Removal of Debris(C)		No of Supervisor
No of Auto tipper/Goods auto/Goods Auto with driver and one helper	No of Pourakarmika with pushcart	No of Compactor with driver and one helper	No of Tipper lorry with driver and four helpers	No of Pourakarmika with pushcart	No of Tipper lorry with driver and four helpers	
39	28	3	0	200	2	9

Note: 1: The minimum Number of workers, Auto tipper/Goods autos, Push Carts, Compactors and Tippers required for primary collection including bulk waste collection, street sweeping (Night time & Day time), drain cleaning, play ground and Burial grounds cleaning is worked out considering the package wise area of the respective wards, no of households/establishments, Length of the roads, width of roads / depth of road side drains etc., based on the normative standards specified in Appendix G. However the bidder shall visit the areas and assess accordingly and may come out of his own workout with appropriate justification and bid accordingly.

2: The maps showing the bifurcation between BBMP and contract area to be managed must be provided by respective zones.

Covering Letter
(On the Letter-head of the Bidders)

Date:

To:
The Executive Engineer(Project)
Rajarajeshwari Nagara Zone,
Bangalore-98

Sub: Municipal Solid Waste Management

Ref: Your notification No. _____ dated _____

Sir/Madam,

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of *(Name_of Bidder)* for the Service contract in **E-procurement portal** with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of 120 days from [insert Proposal Due Date].

Yours faithfully,

For and on behalf of *(Name of Bidder)*

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

*Appendix C***Details of Bidder**

(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of Business
2. Brief description of the Bidder's main lines of business.
3. Details of individual(s) who will serve as the point of contact / communication for BBMP with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

*Appendix D***Format for Anti-Collusion Certificate** ☐**Anti-Collusion Certificate** ☐

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this Day of, 2012. ☐

.....
(Name of the Bidder) ☐

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

APPENDIX D1

**SELF DECLARATION REGARDING NOT-BLACKLISTED AND NOT POOR
PERFORMED IN ANY FIRMS/GOVT.AGENCIES
(On the letter head of the Bidder)**

Dear sir,

We hereby declare that our firm has not poor performed nor has not been declared as blacklisted by any Government department /Corporation/ BBMP /ULBs/other statutory organisation.

This declaration is given under the full knowledge of the facts and condition of the subject RFP.

Your's faithfully

Seal and signature of the Authorised Person

Date:

Appendix E

Proof of Eligibility

A. Qualification Criteria

In order to qualify for the Service contract, the Bidder must satisfy the below conditions.

- 1 The Bidder shall be a registered Class-I and above civil contractor of KPWD /CPWD/BBMP or the MSW contractor working or having worked atleast one year in solid waste management activities in any urban local body in past eight years (from 2004-2012).

B. Details of Experience

The Bidder should furnish the details of eligible experience as set out below:

Sl. No.	Qualification Criteria	Parameter
1	Class-I and above civil contractor of KPWD /CPWD/BBMP	Copy of registration certificate.
2	MSW contractors	One years of experience in solid waste management in any urban local body in past eight years (from 2004-2012)

Instructions:

The Bidder should provide the details mentioned above based on his own technical capability. Technical capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for assessment of the qualification parameters of the Bidder.

Sl. No.	Qualification Criteria	Supporting document
1	Class-I and above civil contractor of KPWD	Copy of registration certificate.

2	MSW contractors	<p>1) Certificate of experience detailing the scope of work and years of operation from the Commissioner/Chief officer or competitive issuing authority of Urban local bodies, and</p> <p>2) Certified copy of the Agreement between the Client and the Bidder or work order.</p>
---	-----------------	--

C. Financial Capability

The Bidder shall satisfy the following financial criteria as set out below.

1. The Bidder shall submit a Solvency Certificate from any Nationalized or Scheduled Bank for an amount of **Rs. 25 lakhs only. (Solvency certificate should be of current financial year i.e from 01.04.2012 onwards)**

(10% of the above amount shall be the solvency for the registered society of SC / ST groups and SC/ST individuals. This facility will be extended only for those submit the valid caste certificate issued by competitive authority).

Note: The Bidder should provide the financial capability based on its own financial Statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the financial capability of the Bid.

D. Financial Offers of only those Bidders, who qualify as per the above parameters, would be opened.

Appendix F

Financial Offer PACKAGE NO: R-4 WARD NOS: 16 & 17

Date:

To:
The Executive Engineer(Project)
Rajarajeshwari Nagara Zone,
Bangalore-98

Sub: Municipal Solid Waste Management.

Ref: Your Notification No. _____ dated _____

Sir/Madam,

Having gone through this RFP document and having fully understood the Scope of Work for the Service contract as set out by BBMP in the RFP, we are pleased to inform that we would charge for Package No./ -----ward no ----- to

Item	Value (Rupees)	
Lump sum fee per month. (Inclusive of all kinds of taxes)	Rs. [<i>insert amount in figures</i>]	Rupees [<i>insert amount in words</i>]

Calculation Break up Sheet:

Description	Package minimum requirement Unit/ Nos	As Per Bidder		
		Unit/ Nos	Rate per unit	Amount
Auto tipper/Goods autos with driver and one helper	39			
Push Carts with one helper	28			
Compactors with driver and one helper	3			
Tipper lorry with driver and four helpers	2			
Supervisors	9			
Pourakarmika's/Labours with pushcart (Street sweeping & Open area cleaning)	200			
Other Expenditures, If any				
TOTAL				

Note: 1) In Case the successful bidders do not have compactor, then the successful bidder should provide two numbers of closed tipper lorry in place of single compactor. The successful bidder should provide the required compactors within 120 days from LOA.

2) In Case the successful bidders do not have Auto tipper , then the successful bidder should provide provide goods auto. The successful bidder should provide the required Auto tipper within 120 days from LOA.

For Door to door Collection of Segregated MSW, Transportation and Street Sweeping in -----
-----package of BBMP.

In case BBMP indicates at a later date to transport the MSW collected from the ward to a new treatment/landfill facility (which could be either at an increased distance or decreased distance) the bidder is required to quote the amount per extra/reduce kilometer travel.

Item	Value (Rupees)	
Amount per kilometre travel (Inclusive of all kinds of taxes)	Rs. [<i>insert amount in figures</i>]	Rupees [<i>insert amount in words</i>]
1.Compactor		
2.Tipper Lorry		

However in order to evaluate the L1 bidder this rate will not be considered, but once the L1 is finalized for all the packages then a common rate will be arrived based on the quotes made by the L1 bidders.

We have reviewed all the terms and conditions of the Request for Proposal including the Form of Agreement and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are, and shall be, no deviations from the stated terms in the RFP document.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder

(Name, Designation and Address of the Authorised Signatory)

*Appendix G***Standards and Specifications**

The quantity of MSW generation, number of labours requirement, Number of vehicles requirement is based on the following normative standards. The bidder is required to adhere to the standards and the requirement shall not be less than the numbers mentioned in the Appendix 2.

Normative standards		
Waste generation assumption		
Particulars	Approximate Quantity of waste generation per unit	Remarks
Households	1 kg	<input type="checkbox"/>
Commercial establishment (Small shops, Institutions, industries)	2 kg	<input type="checkbox"/>
Small hotels	75 kg	<input type="checkbox"/>
Large hotels	200 kg	<input type="checkbox"/>
Choultries/marriage halls	1*100 functions * 500 kg per function	50 tons per annum/4.175 tones per month/138 kg per day
Small markets	200 kg	If the ward has the institutions/industries or any other generators generating the MSW, based on the quantity of waste generation use the standard fixed appropriate to that.
Large markets	1-2 tons	
Large temples	150 kg	
Small temples	30 kg	
Street sweeping	50 kg per km	
Auto tipper/Goods auto	600 households one Auto tipper/Goods auto	

	□
Compactors	10-12 tons per trip
Closed Tipppers	5-7.5 tons per trip

1. Door-to-door collection of Municipal Solid Waste (MSW) in the BBMP and transportation of the same to designated locations

The vehicles and equipment to be deployed for the execution of the Package should be of the following category:

Sl. No.	Vehicle/Equipment	Coverage (Households per day)
1	Auto tipper/Goods autos	600
2	4 bins pushcarts	200

The MSW collection needs to be done by deploying either one of the different types of vehicles / equipment indicated above or by deployment of an optimal combination of a few or all of the above.

The number of vehicles / equipment required would be calculated based on the coverage indicated in the above table. The method for calculation of the requirement for 5000 households (considered as an example) is indicated below:

Requirement in case only auto tipper/Goods autos are to be deployed

Requirement = Number of households divided by the coverage of an auto tipper/Goods auto (as indicated in the table)

$$= 10000 / 600$$

$$= 17 \text{ numbers}$$

Requirement in case a combination of 75% of auto tipper/Goods autos and 25% of Pushcarts is planned to be deployed

Requirement for one of the combinations (10000 households to be covered by deploying auto tipper/Goods autos and use of pushcarts for collection of MSW from the remaining households) could be

$$\text{Auto tipper/Goods autos} = 7500 / 600 = 13 \text{ numbers}$$

Pushcarts = $2500 / 200 = 13$ number (approximately)

2. Transportation of Primary collection waste, bulk waste and street sweeping waste Quantity of waste generation tons per day

Primary and bulk waste generation	16.205	
Street sweeping	5.625	
Total	21.83	Tons per day

Assuming 70% of the total Primary collection & bulk waste generation will be wet waste and 30% will be dry waste.

Assuming 5% of street sweeping waste will be wet waste, 5% will be dry waste and remaining 90% will be inert waste.

Total quantity of wet waste	11.62475 ($16.205 \times 0.70 + 5.625 \times 0.05$)
Total quantity of dry waste	5.953 ($16.205 \times 0.30 + 5.625 \times 0.05$)
Total quantity of inert waste	5.0625 (5.625×0.9)

One Compactor can Transport approximately 11 tons of wet waste per trip

One Tipper lorry can Transport approximately 5 tons of inert waste per trip

Therefore number of compactors required= $(10.81/11)$ 1.056795455 1

Therefore number of Tippers required= $(5.06/5)$ 1.0125 1

Collection of MSW from the bulk generators of MSW in the BBMP and transportation of the same to designated locations

The tools/ equipment / vehicles to be deployed are as set out below:

Sl. No.	Tools/ equipment / vehicles	To be provided by Service Provider(owned /Hired)
1	Compactors	Yes

One compactor shall carries 11tons per day and one tipper lorry will carry 5 tons per day

3. Street Sweeping

One sweeper shall be deployed for every 1000 m of road length for Sweeping of streets, footpath and pavements, cleaning of road side drains,

The tools/ equipment / vehicles to be deployed are as set out below:

Sl. No.	Tools/ equipment / vehicles	To be provided by Service Provider
1	Closed Tippers	<i>Yes</i>
2	Push carts	<i>Yes</i>
3	Long handle brooms	<i>Yes</i>
4	Collection plate	<i>Yes</i>
5	Metal plate	<i>Yes</i>
6	Ghamela	<i>Yes</i>
7	Spade	<i>Yes</i>
8	Any other tools	<i>Yes</i>

Note:

The successful operator shall provide the above vehicles for collection and transportation of the MSW waste from the package to the segregation point /dry waste collection centers/secondary locations/processing and landfill sites. Besides these equipments the service provider can provide any improvised equipments, appropriate machineries to suit the modern condition consistent with the requirement of MSW management.

I. Specifications of Pushcart

Pushcart designed to accommodate 4no's FRP/ HDPE bins of 40 liters capacity fabricated out of M.S Angles and flats for door to door collection, for road side and Street waste collection for pushing by hand on patchy roads (Kachha) Roads. The pushcarts are painted with Anti corrosive paints to make it corrosive free for longer performance life. It is sturdy and ideal for storage and handling of Solid Waste to satisfy the critical requirements of MSW 2000. The pushcarts and containers shall be of new

make.

II Specification of Auto tipper/Goods autos

- The equipment shall be well maneuverable, diesel fuel 3 wheel auto chassis, equipped with tipping hopper of capacity 1.5 cubic meter and above, which can be tipped using a hydraulic arrangement and be adequate for direct transfer to the compactors and closed Tippers.
- Auto tipper/Goods autos should be made of on or after 2006.
- The auto tipper/Goods auto shall have tarpaulin cover
- The vehicle should be suitable for moving in narrow lanes.
- Painting Inside and outside of the vehicle will be painted with enamel paint.

III Specification of Compactors:

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

IV Specifications of Tippers:

- The specifications of the Tippers to be provided are as set out below:
- The capacity of the Tippers shall be of at least 10 to 12 cubic meters.
- The truck has to be modified with MS sheets and angle so as to suit to carry Municipal Solid Waste and shall have the following specifications.
- Structure Frame: 40x40x5 mm angle
- Side panelling: one side from vehicle 16 gauge MS sheet
- Exterior roof: exterior roof and door panel will be 20 gauges CR sheet
- Doors: Rear 2 Nos. Door opening 90 degrees with locking arrangement
- Painting: Inside and outside of the vehicle will be painted with enamel paint
- Interior: Interior height will be 5-6 feet from the existing tipper body.
- The date of manufacture of Tippers shall be one manufactured after 2006, with speed governor as per the RTO & Pollution control board regulation.
- Before the vehicles are put to commercial use, the successful bidder shall obtain Road fitness certificate from Regional Transport Authority to carry out the above works, and shall produce the BBMP.
- To avoid leachet from leaking, lining should be provided.

Appendix H**Implementation Plan**

The Implementation Plan to be furnished, at the time of agreement, by the successful Bidder shall comprise:

1. Proposed Strategy

- a. Process management diagrams for
 1. Collection, segregation and transportation of MSW.
 2. Street Sweeping.
 3. Cleaning of open spaces of BBMP owned buildings and other such activities envisaged under the Package.
 4. Bulk waste collection
- b. Proposed plan for communicating with the staff of Successful Operator
- c. Mechanism for collection, segregation and transportation of MSW
- d. Successful operator shall be required to submit a chart setting out the process flow for the activities envisaged.
- e. Capacity building and training: Service provider shall impart training for his staffs periodically once in six months under the prior intimation to the BBMP.

2. Timelines for carrying out and completion of various activities

Collection and segregation of MSW from various generators.

Street sweeping.

Transportation of MSW.

Infrastructure (tools, equipment and vehicles) to be provided for execution of the Package.

Sl. No	Equipment/ Implement	Number

Activity	Start Time `	Completion Time
Successful operator shall list out every activity to be carried out.		

Sl. No	Vehicle Type	Numbers			Capacity in terms of volume

3. Awareness campaigns

- Number of campaigns envisaged
- Mode of implementing campaigns

4. Mechanism for Grievance Redressal

5. Manpower Deployment

Sl No	Staffing Aspect	Details
1	Total number of Labours deployed *	
2	Type of Staff (Door to door collection staff for push cart and auto tipper/Goods autos	
3	Cleaning staff(street sweeping activities including drain cleaning)	
4	Bulk waste collection staff	
5	Burial ground and Play ground cleaning staff	
6	Driver and helper for Compactors/Tippers/Auto tipper/Goods	
7	Supervisory Staff *	
8	Any others	

* Describing role & activities performed

6. Mechanism for addressing any emergency situation

7. Health education and regular medical checkup.

Appendix I

Power of Attorney for Signing of Bid

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **“Door to door collection of segregated MSW, transportation and street sweeping”**, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to BBMP, representing us in all matters before BBMP, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with BBMP in all matters in connection with or relating to or arising out of our bid for the said Package and/or upon award thereof to us and/or till the entering into the Agreement with BBMP.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2012.

For _____

(Signature)

(Name, Title and Address)

Witnesses:

Accepted

[Notarised]

(Signature)

(Name, Title and Address of
the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Appendix J

Details of the package(s) for which the Bidder is bidding

Name of the Zone	Name of the package and number	Technical Criteria required as per the RFP for the package for which the bidder is bidding	Over all Technical capability of the bidder	Financial Criteria required as per the RFP for the package for which the bidder is bidding	Over all Financial capability of the bidder

FORM OF AGREEMENT

This **AGREEMENT** entered into on this the *[Insert date]* day of *[Insert Month]*, Two Thousand and *[Insert Year]* at Bangalore for a period of Three years;

BETWEEN

□

Bruhat Bangalore Mahanagara Palike as “**BBMP**” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns); OF THE ONE PART

□

AND

[Insert name and registered office address of the selected bidder], (hereinafter referred to as “**the Service Provider**” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), OF THE OTHER PART

□□

WHEREAS:

- A. Management of Municipal Solid Waste (MSW) is an obligatory function of BBMP, under the Karnataka Municipal Corporation Act, 1976 and the BBMP is presently carrying out these functions.
- B. The BBMP invited competitive proposals from eligible bidders to carry out the following activities in accordance with the Municipal Solid Waste (Management and Handling) Rules, 2000 (hereinafter referred to as “**the Service Contract**”):
 - a. Door-to-door collection of segregated Municipal Solid Waste (MSW) in the _____ Package, ----- wards and its transportation to designated locations.
 - b. Collection of MSW from designated locations and transportation to the decentralized segregation points/dry waste collection centers/treatment facility / landfill.

- c. Sweeping of roads, streets, footpath and pavements, cleaning of open road side drains, uprooting of vegetation, collection of construction debris from its source and transportation of the same to designated locations.
 - d. Collection of MSW from the bulk waste generators and its transportation to the treatment facility / landfill.
- C. In response, the BBMP received proposals from several bidders and after evaluation thereof, accepted the proposal submitted by the Service Provider.
- D. In pursuance thereto, the BBMP hereby grants and authorises the Service Provider to carry out the aforesaid activities in accordance with the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

“Applicable Law” means all laws 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 in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Service contract/the Service Provider.

□

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

“Compliance Certificate” means the certificate to be obtained by the Service Provider in the format set out in Schedule 4 hereof.

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

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

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

“Management Plan” means the plan for the implementation of the Service contract submitted within 15 days from the date of LOA by the service provider, which shall be duly signed and approved by the BBMP.

“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.

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

“Service Fee” shall mean the fee payable by BBMP to the Service Provider during the Agreement Period.

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

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

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

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- 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 or to this Agreement;
- j. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly 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;

1.3 Agreement period

BBMP hereby entrust the service provider with the task of carrying out the activities set out in Article 2.2 of this Agreement for a period of 3 years from the appointed 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 appointed date and ending with the Termination date

ARTICLE 2

OBLIGATIONS OF THE SERVICE PROVIDER

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

2.1 Performance Security

- a. The Service Provider shall, for due and punctual performance of its obligations relating to the Service contract, deliver to BBMP, simultaneously with the execution of this Agreement, an unconditional bank guarantee from a nationalized bank or scheduled bank acceptable to BBMP, in the form as set forth in Schedule 1, ("**Performance Security**") for a sum of Rs.-----
[insert amount] [Rupees (insert amount in words)]. (
- b. The Performance Security shall be kept valid for the contract period and three months thereafter.

2.2 Obligation of Service Provider

- 2.2.1 The Service Provider shall carry out the following activities in terms of the Management Plan and as set out in Schedule 2 hereto: BBMP reserves the right to make changes (addition/Deletion) in the area included in the package(s) awarded to the

Service Provider. The Service Provider shall be responsible for execution of the project and all activities indicated herein.

- a. Within 10 days of the date of signing of the Agreement, obtain license under the provisions of Contract Labour (Regulation & Abolition) Act, 1970, for works to be carried out in accordance with this Agreement. Upon issue of such license by the Department of Labour, the Service Provider shall submit a copy thereof to the BBMP. BBMP shall then issue the Letter of Commencement of work.
- b. Door-to-door collection of segregated MSW in the -----wards of the BBMP and transport the same to designated locations on a daily basis;
- c. Collection of Wet MSW on daily basis and Dry MSW once in a week.
- d. The bidder shall collect the dry waste in the phased manner in the different localities on a specified day of a week so that the dry waste will be collected once in a week from all the households and commercial establishments.
- e. Promote MSW Segregation at household level through awareness campaigns and other suitable means.
- f. Collection of waste from doorstep by following a fixed time schedule.
- g. Use of appropriate door to door collection vehicles like pushcarts and auto tipper/Goods autos in the appropriate ratio (25:75) depending on the condition, dimension of the street for making the collection and shifting operation easy and efficient.
- h. Auto tipper/Goods autos should have an inbuilt mike system to announce about the door to door collection. Pushcarts shall have to carry appropriate bell ringing system of permissible decibels to draw attention of the community.
- i. Any non-co-operation of public in offering wastes/ find littering garbage shall be brought to the notice of BBMP with sufficient evidence.
- j. The wet waste shall need to be transferred from Auto tipper/Goods autos/ Pushcarts to the decentralized composting units and the dry waste shall need to be transferred to the dry waste collection centres nearby.

- k. If there are no decentralized composting units, the wet waste shall need to be transferred from Auto tipper/Goods autos/ Pushcarts into Compactors, so that waste can be transported more economically, efficiently over long distances to the processing facility. on due weighment (Density/Volume basis).
- l. Bio-degradable waste and Non-biodegradable waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point / transit Segregation Points/ disposal site.
- m. In no case the waste should not touch the ground; it is the responsible of the bidder that he should ensure that no waste is accumulated in the secondary collection points at any point of time. The wet MSW so collected shall be transported to designated locations.
- n. Small hotels/vegetable market/vendor/poultry/fish outlets/waste shall need to be compulsory collected without allowing them to throw the waste at untimely hours near the secondary storage points.
- o. The personnel deployed for door to door collection of segregated waste shall need to be provided with appropriate protective gears like uniforms, gloves, masks etc.,
- p. Sweeping of roads, footpaths, conservancy and pavements, Fly over, sub-ways, clearing medians, kerbs, cleaning of roadside drains (0.6 m) including removing of obstacles under the covered drains in front of houses, uprooting of vegetation and other MSW on a daily basis, including cleaning the mouth of shoulder drains ensuring free flow of water.
- r. The waste by sweeping the roads need to be collected using pushcart/wheeled bins into segregated form viz.,
 - Wet waste
 - Dry waste
 - Inert waste
- s. The plastics, fabrics, coconut chips, metals, rubber etc., collected during street sweeping to be grouped as non bio-degradable, inert like silica / sand etc to be grouped as inert and should not be mixed with degradable organic waste. Similarly the vegetable waste, food waste thrown out by hotels, social functions, vegetable markets, animal waste etc., also should not be mixed with non degradable waste. The Bio degradable waste shall be transferred to decentralized composting units /transport using the Compactors and non bio-degradable shall

be transferred to dry waste collection centre and the inert waste shall be transported using the closed Tippers to the designated locations. (Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package).

- t. Cleaning of surface drains: collection of waste from clogged drains upto 0.6 mt depth including removing of obstacles under the covered drains in front of houses, removal of **Manhole silt left on the road side**, uprooting of weeds alongside the road /street shall need to be undertaken by the street sweepers..
- u. The Successful bidder shall remove all the tree trimmings (excluding BESCOM) and garden waste on the road side.
- v. The collection, street sweeping and related work shall be done as per the approved Implementation plan as per **Appendix-H** and the sweepings collected shall be transported on the same day to the designated location. (Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package).
- w. Care shall be taken that the sweeping activity does not hinder traffic movement on the roads.
- x. Collect the MSW indiscriminately thrown in public places and transport the same along with the street sweeping waste to the designated site.
- y. The Successful bidder shall clean, sweep and transport MSW from burial grounds/electrical crematorium and play grounds daily.
- z. The Successful bidder shall remove the MSW and shall clean the litter /community bins on a daily basis during street sweeping and more so during festivals and other community functions by engaging number of labours and vehicles. Any MSW found in vacant sites shall be cleared.
- aa. The Successful bidder shall deploy more numbers of labours, vehicle and equipments during force majeure period.
- bb. The Service provider shall transport the excess waste generated (during special occasions) by doing extra trip without seeking any additional cost & see that there should not be even a small heap of waste accumulated in the area awarded.
- cc. Each worker involved in sweeping activity shall be provided with rubberized gloves, reusable masks, brooms, drain scrapers, forks, scrapers and other appropriate tools to perform their duties effectively and hygienically.

- dd. The bulk waste generators like Apartments, hotels/ restaurants, marriage halls, social gatherings market waste etc., should be segregated into:
- Wet Waste and
 - Dry waste
- ee. The bulk waste generated from such source to be collected in segregated form, the wet waste shall be transport using Compactors and dry waste shall be transport to dry waste collection centres.
- ff. The successful bidder should collect e-waste generated from the households and commercial establishments on the last day of every month and transport the same to the designated location. (Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package).
- gg. The successful bidder should collect bulk waste generated at the households like bed, pillows, furniture's etc., at least once in 3months and transport the same to the designated location.(Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package)
- hh. The Successful bidder shall be responsible for clearance and safe disposal of dead stray animals and birds. In their jurisdiction within 2 hours from the spot and transport the same to the designated locations. (Designated location will be intimated to successful Bidder, that will be within 50Km from the centre of the package)
- ii. At its cost and expense, purchase and maintain insurance policies in respect of its employees and equipment and vehicles, from time to time and promptly pay insurance premiums in respect of the policies, which shall be kept in force and valid throughout the period of this Agreement and furnish copies thereof to the BBMP;
- jj. Be responsible for the operations and maintenance of the equipment and vehicles as per conditions set out in Schedule 3 of this Agreement;
- kk. During the Contract Period, the Service Provider shall ensure that:
- i. The employees of the Service Provider do not collect any payment from the waste generators for the service provided under this Agreement.

- ii. There is no spillage of MSW during collection and transportation and the waste collected from different waste generators is not mixed.
- iii. The sweeping activity doesn't cause any hindrance to the traffic flow.
- iv. The silt collected by cleaning of road side drains / mouth of should drains is not dumped back in the drains.
- v. The collected MSW is not burnt or disposed off at any other locations.
- vi. The employees of the Service Provider maintain good relations with t generators of MSW.
- vii. Adequate measures are adopted to meet health and safety standards of employees by providing safety gear as set out in Schedule 3.
- ll. Promote segregation of MSW into organic and inorganic waste through public awareness campaigns.
- mm. Report to BBMP non-compliance by generators of MSW of the following:
 - viii. Not handing over MSW to the employees of Service Provider
 - ix. Not practicing segregation of MSW at source
 - x. Throwing MSW on streets, footpaths etc.
- nn. Obtain Compliance Certificate from the designated BBMP officials / residents on a monthly basis in respect of its obligations to collect and transport MSW in accordance with this Agreement as per the format set out in Schedule 4.
- oo. Make the payments to its employees by way of cheque only unless the employee has worked for a period less than fourteen (14) days.
- pp. The Service Provider shall at his cost and expense provide the equipment and vehicles for carrying out the activities set out in Clause 2.1.1 hereinabove.

2.3 General Obligations

The Service Provider shall:

- a. Shall prepare Management Plan in line with the technical proposal (implementation plan) submitted during the bidding stage and shall obtain approval thereof from BBMP within 15 days from the date of signing of this

agreement. The Management Plan shall include any suggestions and comments made by BBMP for implementation of the Service Contract

- b. Procure all the Applicable Permits at its own cost and expense and be in compliance thereof at all times during the period of this Agreement.
- c. Comply with Applicable Laws at all times during the period of this Agreement;.
- d. ensure that all aspects of the Service contract shall confirm to the laws pertaining to environment, health and safety aspects including Municipal Solid Waste (Management & Handling) Rules 2000, policies and guidelines related thereto;
- e. shall at its cost and expenses obtain all necessary insurance cover of its employees including accidents, personal injury, damages to third party in case of accidental death/bodily injury, loss or damage to property and so on;
- f. ensure that the vehicles provided by him and used for carrying out the various activities in MSW management and street sweeping are registered with the transport authorities concerned and ensure that requisite insurances, taxes are promptly paid / arrange to be paid.
- g. not sub-contract any part or whole of its obligations.
- h. comply with the specifications set out in Schedule 2 and Schedule 5.

ARTICLE 3

THE BBMP's OBLIGATIONS

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

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

3.2 General Obligations

BBMP shall:

- a. where appropriate, provide necessary assistance to the Service Provider in securing Applicable Permits;
- b. Observe and comply with all its obligations set forth in this Agreement.
- c. Resolve disputes, if any, between the Service Provider and the generators of MSW.

ARTICLE 4

PAYMENT TERMS

4.1 Payment of service fee

- a. Subject to the provisions of this Agreement and in consideration of the Service Provider undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the BBMP agrees and undertakes to pay to the Service Provider a fee of Rs. _____[Insert amount][Rupees (insert amount in words)] per month ("Service Fee").
- b. For _____Package, BBMP upon verification of the same shall, within 30 days, release payment to the successful operator after deducting taxes as payable under Applicable Law and after taking into account if the any deduction/ fine/penalties imposed by BBMP.
- c. The Service Provider should be able to absorb fluctuations in the quantity of waste and should handle the quantity of wastes over the entire Contract Period. Therefore the Service Provider should access the quantity of MSW generated over the entire contract period and take into consideration. After successful completion of the first year BBMP would pay 3% extra amount on the contract amount till the end of the contract period to accommodate the escalation charges towards fuel and The successful bidder shall provide all benefits facilities and wages as mentioned in govt order No.KE/152/LWA/2008 Dtd:21.02.2011 and as per labour law to the engaged workers. If the wages is increased in the future, then the difference amount will be paid by BBMP.
s
- d. In case BBMP indicates at a later date to transport the MSW collected from the ward to a new treatment/landfill facility (which could be either at an increased distance or decreased distance) the amount -----per extra kilometre travel will be paid or deducted
- e. In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month.
- f. All payments to the successful operator shall be made by way of account payee cheque drawn in favour of the Successful operator. BBMP also proposes to pay through ECS to ensure prompt payment.
- g. All applicable taxes as per GOK/GOI/other state government if applicable will be deducted in the monthly bill of the operator.

- h. All rates shall be inclusive of all duties and taxes such as Octroi Customs, Excise, Entry / VAT, ST / GST / Retail ST and CST etc.,

ARTICLE 5

FORCE MAJEURE

5.1 Force Majeure Event

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

- (a) earthquake, flood, inundation, landslide,
- (b) fire caused by reasons not attributable to the Service Provider or any of the employees of the Service Provider for purposes of the Service contract;
- (c) acts of terrorism, war, invasion, rebellion, riots, military action or civil war;

If the Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.

ARTICLE 6

EVENTS OF DEFAULT AND TERMINATION

6.1 Events of Default

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

a. Service Provider Event of Default

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

- i. The Service Provider has stopped door-to-door segregation and collection of wet and dry MSW from the generators of MSW for any day as per the Management Plan,
- ii. The Service Provider has stopped sweeping of streets, footpaths, pavements and cleaning of road side drains for any day, as per the Management Plan
- iii. The Service Provider has stopped collection of construction debris from its source and subsequent transportation as per the Management Plan,
- iv. The Service Provider has stopped collection of MSW from the bulk generators of MSW and transportation of the same to designated locations for any day,
- v. The Service Provider has failed to provide equipment and vehicles as stated in Schedule 5.
- vi. The Service Provider has failed to adhere to any other performance obligations under the Agreement; and the same has not been remedied for more than 7 days.
- vii. Penalty amounts as payable by the Service Provider is equal to or greater than 10% of the Contract Value for continuous three months or more

- viii. The Service Provider has repudiated or abandoned the Service contract;

b. BBMP Event of Default

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

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

6.2 Penalties

In case of a Service Provider Event of Default or non - performance of its obligations, the Service Provider shall pay to the BBMP penalty amounts as set out in Schedule 6.

6.3 Termination due to Event of Default

a. Termination for Service Provider Event of Default

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

b. Termination Payments

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

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

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

ARTICLE 7

DISPUTE RESOLUTION

7.1 Amicable Resolution

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

7.2 Arbitration

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

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

ARTICLE 8

MISCELLANEOUS

8.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and courts of the district head quarters will have jurisdiction relating to all matters arising from this Agreement.

8.2 Amendments

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

8.3 Intent and Effect

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

8.4 Non-Waiver

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

8.5 Binding Effect

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

8.6 Invalid Provisions

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the

remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

8.7 Additional Document

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

8.8 Counterparts

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

8.9 Notices

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

To the BBMP at:

To the Service Provider at:

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

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

SIGNED SEALED AND DELIVERED

For and on behalf of THE BBMP by

(Signature)

(Name)

(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Service Provider by:

In the presence of.

1)

2)

Schedule 1

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

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

BBMP represented by the *Commissioner*, and having its office at [*insert address of BBMP*] 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*] or a company incorporated under the provisions of the Companies Act, 1956/firm, having its registered office/ permanent address at [*insert address*], (“the Service Provider”), the Service Provider has agreed to provide services for management of MSW and street sweeping, (hereinafter referred to as “the Service contract”).
- 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 Service Contract
- 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 Service Contract

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 Service contract and in connection with execution of the Service contract as envisaged in the Agreement.
2. The Guarantor shall, without demur, pay to BBMP sums not exceeding in aggregate Rs. [*insert amount*] [*Rupees (insert amount in words)*], within [*insert number of days*] calendar days of receipt of a written demand therefore 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 2

Population	Hous e Hold s inclu ding hous es in apart ment s	No of comme rcial establis hment	N o o f s m a ll h o t e ls	No of big hot els	No of small mark ets	No of Larg e mark et	Temple /Religi ous places Church , mosqu e etc)	No of large temple s/ Religio us places	No of choul tries	Bu rial Gr ou nds	Play Grou nds	Road Length (in KM)	Commer cial Road length (in KM)
100103	27018	1332	55	5	0	0	20	0	4	4	6	134	52

Description of Package**PACKAGE NO R-4****Ward Nos. 16 (Jalahalli) & 17 (J.P.Park)**

*Schedule 3***Health and Safety Standards and Safety Gear**

1. The Service Provider shall ensure that all the vehicles and equipment used for performing the activities envisaged under the Service Contract are cleaned / washed / disinfected at least once in two days.
2. The Service Provider should facilitate regular health checkups of its employees once in three months in a year
3. The Service Provider shall provide the following to its employees :
 - a. Uniform
 - b. Gloves
 - c. Masks
 - d. Caps
 - e. Aprons
 - f. Appropriate foot wear
 - g. Gum boots
 - h. Other implements, if any

[Please insert other relevant details]

*Schedule 4***Compliance Certificate**

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

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

Days in the month	Daily collection of wet waste	Collection of dry waste as per approved management plan	Sign of the first Person	Sign of the second Person
1				
2				
3				
4				
5				
6				
and so on				

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

For the month of [insert month], Year:

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

*Schedule 5***Standards and Specifications for the Tools, Equipment and Vehicles**

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

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

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

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

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

III. Specifications

c. Pushcart

Pushcart designed to accommodate 4no's FRP/ HDPE bins of 40 liters capacity fabricated out of M.S Angles and flats for door to door collection, for road side and Street waste collection for pushing by hand on patchy roads (Kachha) Roads. The pushcarts are painted with Anti corrosive paints to make it corrosive free for longer performance life. It is sturdy and ideal for storage and handling of Solid Waste to satisfy the critical requirements of MSW 2000. The pushcarts shall be of new make.'

d. Auto tipper/Goods autos

- The equipment shall be well maneuverable, diesel fuel 3 wheel auto chassis, equipped with tipping hopper of capacity 1.5cubic meter and above, which can be tipped using a hydraulic arrangement and be adequate for direct transfer to the compactors and closed Tippers.
- The auto tipper/Goods auto should be make of on or after 2006
- The auto tipper/Goods auto shall have tarpaulin cover
- The vehicle should be suitable for moving in narrow lanes.
- Painting Inside and outside of the vehicle will be painted with enamel paint.

C. Compactors:

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

D. Tippers:

- The specifications of the Tippers to be provided are as set out below:
- The capacity of the Tippers shall be of at least 10 to 12 cubic meters.
- The truck has to be modified with MS sheets and angle so as to suit to carry Municipal Solid Waste and shall have the following specifications.
- Structure Frame: 40x40x5 mm angle
- Side panelling: one side from vehicle 16 gauge MS sheet
- Exterior roof: exterior roof and door panel will be 20 gauges CR sheet
- Doors: Rear 2 Nos. Door opening 90 degrees with locking arrangement
- Painting: Inside and outside of the vehicle will be painted with enamel paint
- Interior: Interior height will be 5-6 feet from the existing tipper body.
- The date of manufacture of Tippers shall be one manufactured after 2006 with speed governor as per the RTO & Pollution control board regulation.
- Before the vehicles are put to commercial use, the successful bidder shall obtain Road fitness certificate from Regional Transport Authority to carry out the above works, and shall produce to BBMP.
- To avoid leachet from leaking, Lining should be provided.

Note: The successful bidder shall paint all the vehicles every year

Schedule 6

Penalties
Service Provider Event of Default

Sl No	Item	Penalty in Rupees
1	Complaint of non collection of Segregated MSW (wet & dry separately)) even for a single day from households, commercial establishments etc (25 Complaint per day)	5% of the day contract value
2	Complaint of Non collection of MSW from designated locations and transportation to Dry waste collection centre/compost facility and / landfill, even for a single day.	5% of the day contract value
3	Complaint of Not carrying out sweeping of streets, footpaths, pavements, and cleaning of roadside drains and transportation of the same to the designated locations even for a single day.	5% of the day contract value
4	Complaint of Non collection of MSW from bulk generators and transportation to designated locations, even for a single day	5% of the day contract value
5	Not providing the vehicles and equipment as specified and non wearing of the uniform and non using of safety equipments by the workers even for a single day.	5% of the day contract value
6	Cleaning of burial grounds, removal of MSW from vacant sites open space, of BBMP owned buildings etc., as per implementation plan per instance.	5% of the day contract value
7	Transportation of carcasses of dead animals within 2 hours after notification by BBMP per instance.	5% of the day contract value
8	Burning of MSW or Plastic	5% of the day contract value
9	Non Collection of e-waste and bulk waste generated from households and other establishments as specified.	5% of the day contract value
10	Non performance of any other obligation under the agreement for a continuous period of 3 days	5% of the day contract value
12	If the Penalty amounts as payable by the Service Provider is equal or greater than 5% of the monthly Contract Value for any period of three months or more.	Termination of the contract by forfeiting the Performance security, black listing the contractor.

*Schedule 7***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 there under, 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.
4. 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 including 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 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.
 - 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) Every Contractor (successful bidder) employing 20 or more contract labour is required obtain license from labour department.
- i) If the contract work of the contractor in the establishment continues beyond the period of 12 months then the contractor has to review the license.
- j) The contractor shall maintain Muster Roll, Register of Wages, Register of Deduction, Register of Overtime, Register of Fines, Register of Advances in Form XV, XVII, XX, XXI, XXII and XXII respectively.
- k) The Contract workmen shall be issued with wage slips in form XIX atleast a day prior to the date of disbursement of wages by the contractor.
- l) The contractor has to display a notice at any one place of the package showing the wage period and the place and time of disbursement of wages at the place of work and shall send a copy of the principal employer under acknowledgement.
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- m) The contractor shall issue employment cards in form XIV to each worker within 3 days of the employment and the card shall be maintained upto date.
- n) The Contractor shall issue a Service Certificate in form XV to every worker whose services have been terminated by the contractor.
- o) The Contractor shall pay to the contract workmen the minimum rates of wages prescribed for that employment.
- p) Wages to the contract workmen shall be paid without any deductions of any kind except those permissible under payment of Wages Act, 1926.
- q) The contractor has to send a half-yearly return in Form XXIV in duplicate to the Licensing Officer not later than 30 days from the close of Half year (1st January and 1st July every year)
- r) The Contractor has to provide to the contract workmen, wholesome drinking water, latrines and urinals, washing facility and first aid facilities. As per Rules 58 & 59 & trained person to be in-charge of first aid box.

- s) The Contractor has to display an abstract of the Act & Rules in English & Kannada, and also in the language spoken by majority of the workers.
- t) The Contractor has to submit a return in Form VI-A to the inspector intimating the actual dates of the commencement and completion of contract work within 15 days as the case maybe.
- u) The License shall be displayed by the contractor prominently at the place of work.
- v) The Contractor shall keep the BBMP indemnified in case any action is taken against the BBMP by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, 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 Contractor, BBMP shall have the right to deduct any money due to the Contractor including his amount of security deposit. The BBMP shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the BBMP.
- w) The employees of the Contractor in no case shall be treated as the employees of the BBMP at any point of time.