

## SCHEDULE - 1

### 1. Scope of Work & Terms & conditions

#### 1.1.1 Collection, Storage and Transportation of waste

- a. The collection, storage and transportation shall conform to the public notices issued by commissioner, BBM on 15-09-2012 and 21-09-2012.
- b. Collection of Wet MSW on daily basis and Dry MSW twice in a week.
- c. The service provider shall collect the dry waste in the phased manner in the different localities on a specified day of a week so that the dry waste will be collected twice in a week from all the households and commercial establishments.
- d. Promote MSW Segregation at household level through awareness campaigns and other suitable means.
- e. 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 Auto 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 Auto 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 Auto/ Pushcarts to the decentralized composting units and the dry waste shall need to be transferred to the dry waste collection centres nearby. The service provider shall transport unusable dry waste (including inerts) from established Dry waste collection centre to the designated land fill sites.

For BVG INDIA LTD.,

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

#### 1.1.2 Bulk and other MSW collection and transportation

- a. The bulk waste generators like Apartments, hotels/ restaurants, marriage halls, social gatherings market waste etc., should be segregated into:
  - Wet Waste and
  - Dry waste
- b. The bulk waste generated from such source to be collected in segregated form, the wet waste shall be transport to the designated location and dry waste shall be transport to dry waste collection centres.

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- c. The Service Provider should collect e-waste generated from the households and commercial establishments on the last day of every month and transport the same to the designated location.
- d. The Service Provider should collect bulk waste generated at the households like bed, pillows, furniture's etc., at least once in 3 months and transport the same to the designated location.
- e. The Service Provider shall be responsible for clearance and safe disposal of dead stray animals and birds. In their jurisdiction within 2 hours from the spot and transport the same to the designated locations. (Designated location will be intimated to successful Service provider, that will be within 50Km from the centre of the package).

### Schedule -2

#### **Street Sweeping and Drain cleaning:**

- a. Sweeping of roads, footpaths, conservancy and pavements, Fly over, sub-ways, Clearing medians, kerbs, cleaning of roadside drains (0.6 m) including removing 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 mtr. depth including removing of obstacles under the covered drains in front of

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

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

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- 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.

### 1.1.3 Other conditions

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

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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.

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

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

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

#### 1.1.4 Health & Safety Equipments

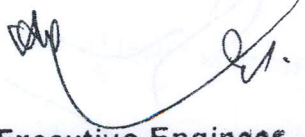
- a. Service provider shall make an arrangement to clean all the tools, equipments and vehicles once in two days to avoid communicable diseases to workers.
- b. Shall make arrangement for health check up of all workers once in three months.

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

- Uniforms (Separate uniform colour shall be given for each Wards/package)
- Gloves

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- Mask
- Caps
- Gumboots
- Slippers
- Cleaning tools & Equipments
- Long handle Broom
- Scrapers, Collection plate
- Ghamela
- Long Back hoe
- Drain cleaning equipments
- Spade
- Weed cutting Machine

1.1.5 Providing information to all workers regarding ESI & PF is the responsibility of Service Provider.

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

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

### 1.3 Special Conditions of Contract

#### 1.3.1 Workers

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

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

#### 1.3.2 Compliance with labour regulations:

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

### 1.3.3 Compliance with MSW Rules

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

### 1.3.4 Protection of Environment:

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

### 1.3.5 Additional Clause


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

### 1.3.6 Time Schedules for implementation of daily work schedule

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

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Sl. No	Activity	Time Schedule
1	Daily Door to Door collection of MSW from Various Households and commercial establishments	6.30 AM to 11.30 AM
2	Daily Street Sweeping and Drain cleaning	
	i. Lanes /Conservancy, Regular Road and Sub-Arterial roads, markets, other than specified. ii. Footpaths, open grounds, public places, government building surrounding, open areas, and removal of silt in roadside drains, shoulder drains, L & U shaped drains shall be cleaned / swept during day time.	6.30AM to 2.30 PM
3	Burial ground/ electrical crematorium and play grounds	6.30AM to 2.30 PM
4	Markets	6.00AM to 2.00PM 10.00PM to 6.00AM
5	Evening shift sweeping for Selected roads/Areas	4.00 pm to 8:00pm
6	Collection of e-waste from households and other establishments	Last day of every month, As per the time schedule proposed by the BBMP officials
7	Collection of Bulk waste generated at households and other establishments.	Once in every 3 months, As per the time schedule proposed by the BBMP officials
8	Transportation of MSW to Dry waste collection center/ segregation point and or processing /landfill site	As per the time schedule proposed by the BBMP officials

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### Schedule 3

#### **Standards and Specifications for the Tools, Equipment and Vehicles**

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

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

Sl. No.	Equipment Vehicles /	To be provided
1	Compactors	YES
2	Tipplers	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**

##### **a. Pushcart**

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

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b. **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.
- The Auto Tipper / Goods Auto should be made 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 m<sup>3</sup> 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 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 service provider shall obtain Road fitness certificate from Regional Transport Authority to carry out the above works, and shall produce to BBMP.
- To avoid leachet from leaking, lining should be provided.
- The Vehicle should be painted every year.

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## Schedule 4

### Penalties Service Provider Event of Default

Sl No	Item	Penalty in Rupees
1	Complaint of Non segregation and non collection of Segregated MSW (wet & dry separately) ) even for a single day from households, commercial establishments etc (10% of the total households, commercial establishments)	5% of the One 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 One 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 One 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 One Day contract value
5	Not providing the vehicles and equipment as specified, even for a single day.	5% of the One 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 One Day contract value
7	Transportation of carcasses of dead animals within 2 hours after notification by BBMP per instance.	5% of the One Day contract value
8	Burning of MSW or Plastic	5% of the One Day contract value
9	Non Collection of e-waste and bulk waste generated from households and other establishments as specified.	5% of the One Day contract value
10	Non performance of any other obligation under the agreement for a continuous period of 3 days	5% of the One Day contract value
11	In case the Service Provider is defaulter second time for the same offence, the penalty will be twice of that offence and if the offence is repeated third time	Termination of the contract by forfeiting the Performance security, black listing the contract and made to continue to work till the new contract.
12	If the Penalty amounts as payable by the Service Provider is equal or greater than 10% of the monthly Contract Value for continuous period of three months or more.	

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### Schedule 5

#### Compliance Certificate

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

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

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

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