**ANNEXURE –VII**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Municipal Corporation/ Municipality**

**SERVICEAGREEMENT**

**FOR**

**COMBINED RESIDENTIAL CUM COMMERCIAL AREA SOLID WASTE HANDLING, STREET SWEEPING, LITTER COLLECTION, DRAINS CLEANING AND RELATED SANITATION ACTIVITIES FOR A PERIOD OF 3 YEARS ON “BUY/HIRE, OWN & OPERATE” (BOO) BASIS**

**Combined Residential cum Commercial Area Work Package No:**

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**(To be registered)**

**SERVICEAGREEMENT**

THIS AGREEMENT is entered into on this the\_\_\_\_\_ day of \_\_\_\_\_\_\_\_( month) 20\_\_

BETWEEN

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MUNICIPAL CORPORATION/ MUNICIPALITY represented by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and having its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the ‘AUTHORITY’ which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the FIRST PART; AND
2. ­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of the successful Bidder as a whole entity / the Lead Partner of the whole entity) which has been awarded the Letter of Award (LOA) and a company incorporated under the provisions of the Companies Act, 1956/2013/Section 25 Company / Registered NGO / Society / Partnership Firm / Proprietorship Firm / Social Welfare or CSR of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporate Welfare Society and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the ‘Service Provider’ which expression shall unless repugnant to the context or meaning thereof, include its successors, and permitted assigns and substitutes) of the SECOND PART;

WHEREAS:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Municipal Corporation /Municipality, with an objective to comply with Solid Waste Management (SWM) Rules, 2016 & National Green Tribunal (NGT) directives and to have overall positive impact on the living environment by mitigating pollution and environmental hazards; intends to engage specialized and experienced service providers (the ‘Service Provider’) for handling of sanitation and municipal solid waste management activities in the allocated residential work package areas that include house- to-house / gate-to-gate solid waste collection, street sweeping, litter collection and drains cleaning (the ‘Project’) on ‘Buy/ Hire, Own, Operate’ (BOO) basis. Private/ Social Sector/CSR participation is expected to bring better technology, better management methods and capital to MSW management in urban areas.

Accordingly, the AUTHORITY had resolved to avail the services of experienced private service providers for efficient execution of the above Project on Buy/Hire-Own-Operate (the ‘BOO’) basis, and has therefore, decided to carry out the bidding process for selection of a private entity as the ‘Service Provider’ to whom the Project may be awarded in accordance with the terms and conditions that are set forth in this ServiceAgreement.

1. The Authority had prescribed the technical and financial terms and conditions, and invited bids to carry out the above referred Project in the identified Residential Work Package Areas (Micro Pockets)in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Municipal Corporation / Municipality on BOO basis by its Tender Notice No.\_\_\_\_\_ dated \_\_\_\_\_\_\_\_ (the ‘Tender Notice’) for undertaking the Project.
2. After evaluation of the bids received, the Authority had accepted the bid of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*mention the name of the successful bidder*) and issued its Letter of Award No. \_\_\_\_\_ dated\_\_\_\_\_\_\_ (hereinafter called the ‘LOA, requiring, inter alia, the execution of this Service Agreement within3 (three) weeks of the date of issue thereof.
3. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(mention the name of the successful bidder as a whole entity)*, has accordingly agreed to enter into this Service Agreement with the Authority for execution of the Project on BOO basis, subject to and on the terms and conditions set forth hereinafter.

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

**ARTICLE 1: DEFINITIONS AND INTERPRETATION**

* 1. **Definitions**

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

‘Affected Party’ shall have the meaning set forth in Clause 18.1

‘Agreement’ or ‘Service Agreement’ means this Agreement, its Recitals and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

‘Applicable Laws’ mean all laws brought into force and effect by Government of Andhra Pradesh (GoAP),or the Government of India (GOI) including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to the Service Agreement document and the exercise, performance and discharge of respective rights and obligations of the parties, as may be in force and effect during the subsistence of this Agreement and the subsequent contract to be signed by the Service Provider with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Municipal Corporation / Municipality.

‘Applicable Permits’ mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under applicable laws in connection with the construction, operations and maintenance of the Project during the subsistence of the Service Agreement ;

‘The Authority Representative’ means such person or persons as may be authorized in writing by the Authority to act on its behalf under the Agreement and shall include any person or persons having Authority to exercise any rights or perform and fulfill any obligations of the Authority under the Agreement ;

‘Bank’ means a scheduled bank incorporated in India.

‘Bid’ means the documents in their entirety comprised in the bid submitted by the Service Provider in response to the Tender Notice in accordance with the provisions thereof

‘BOO’ or ‘Buy, Own& Operate’ shall have the meaning of set forth in Recital (A);

‘Change of Scope’ shall have the meaning set forth in Clause 12.1;

‘Contract Period’means the period starting on and from the Project Commencement Date and ending on three years thereafter

‘Cure Period’ means the period specified in the Agreement for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

1. commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice; and
2. Not relieve any Party from liability to pay damages or compensation under the provisions of the Agreement.

‘Damages’ shall have the meaning set forth in Clause 19.1.1 B, C, D& E.

‘Dispute’ shall have the meaning set forth in Article 22;

‘Dispute Resolution Procedure’ means the procedure for resolution of Disputes set forth in Clause 22.1;

‘Earnest Money Deposit’ means the security provided by the Service Provider to the Authorityat 2.5% of the Final Contract Value in accordance with the Tender Notice. Out of this 1% of the Estimated Cost Value of the Project is required to be deposited while uploading the bid in the e-procurement portal.

‘Force Majeure’ or Force Majeure Event’ shall have the meaning ascribed to it in Clause 18.1

‘GOI’ means the Government of India;

‘Good Industry Practice’ means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator and encouraged in similar type of undertaking is envisaged under this Agreement and expected to result in the performance of its obligations by the Service Provider in accordance with the Agreement , Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

‘Government’ means the Government of Andhra Pradesh;

‘Government Instrumentality’ means any department, division, or sub-division of the State Government and includes any commission, board, Authority, agency or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Municipal Corporation / Municipality and other local Authority and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Service Provider under or pursuant to the Agreement ;

**‘**Household**’** is defined as a domestic living accommodation of any type such as: (a) any type of dwelling structure; (b) a slum house; and (c) a multi-floor housing complex of not more than 20 units. For MSW collection purpose, if the dwelling structure houses a single household, it will be counted as one unit denoted as a ‘door’ and if the structure houses more than one household, the structure will be denoted as a group house / housing complex and waste collection will be done at the ‘gate’ of the group house / housing complex.

‘Indemnified Party’ means the Party entitled to the benefit of an indemnity pursuant to Article 21;

‘Indemnifying Party’ means the Party obligated to indemnify the other Party pursuant to Article 21;

‘Insurance Cover’ means the aggregate of the maximum sums insured under the insurances taken out by the Service Provider pursuant to Article 17, and includes all insurances required to be taken out by the Service Provider under Clause 17.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

‘LOA’ or ‘Letter of Award’ means the letter of award referred to in Recital (C);

‘Material Adverse Effect’ means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

‘O & M Manual’ shall have the meaning ascribed to it in Clause 13.1;

‘O & M’ means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance and provision of services in accordance with the provisions of the Agreement;

‘O & M Expenses’ mean expenses incurred by or on behalf of the Service Provider or by the Authority, as the case may be, for all O & M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) Premium for insurance, (d) all taxes, duties, Cess and fees due and payable for O & M, (e) all repairs, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any contract in connection with or incidental to O & M, and (g) all other expenditure required to be incurred under the Agreement , Applicable Laws or Applicable Permits;

‘Parties’ means the parties to the Service Agreement collectively and ‘Party’ shall mean any of the parties to the Service Agreement individually;

‘PCD’ or ‘Project Commencement Date’ shall have the meaning set forth in Clause 11.1;

‘Performance Guarantee’ shall have the meaning set forth in Clause 10.1;

‘Price’ shall have the meaning as set forth in Clause 5.1;

‘Project’ means handling of MSW in accordance with the provisions of the Agreement, and includes all works, services, vehicles and equipment relating to or in respect of the Scope of the Project;

‘Rs.or ‘Rupees’ means the lawful currency of the Republic of India;

‘Residential Micro Pocket’ means a continuous area consisting of around *\_\_\_\_\_( indicate the average number of waste generating units in the micro pockets as arrived at in the work package*)waste generating units made of households, shops and petty and biggercommercial and institutional units, along with the adjoining roads/streets and the drains situated in those roads/streets. For constituting the work package, average number of the waste generating units in the micro pockets is construed to be \_\_\_\_as given in Schedule A of this Agreement.

‘Safety Requirements’ shall have the meaning set forth in Clause 15.1;

‘Scope of the Project’ shall have the meaning set forth in Clause 2.1;

‘Scope of Work’ means all the works that are required to be carried by the Service Provider for effective handling of MSW and in accordance with theSchedules and other provisions of the Agreement.

‘Service Provider’ shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

‘Specifications and Standards’ mean the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project as set forth and any modifications thereof or additions thereto, as detailed in the documents related to this Tender.

‘State’ means the State of Andhra Pradesh and ‘State Government’ means the Government of Andhra Pradesh;

‘Taxes’ mean any Indian taxes including excise duties, custom duties, value added tax, sales tax, local taxes, Cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

‘Tender’ or ‘Tender Notice’ shall have the meaning set forth in Recital (B);

‘Termination’ means the expiry or termination of this Agreement and the Contract hereunder;

‘Termination Notice’ means the written communication issued in accordance with this Agreement by one Party to the other Party terminating the Agreement;

‘Termination Date’ means the date on which the Agreement and the Contract hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

* 1. **Interpretation**
		1. In this Agreement , unless the context otherwise requires,
1. The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement ;
2. References to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement ;
3. 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; provided that if the last day of any period computed under this Agreement is not a working day, then the period shall run until the end of the next working day;
4. Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement shall be in writing under the hand of a duly authorized representative of such Party.
5. The Schedules and Recitals to this Agreement form an integral part of this Agreement.
	* 1. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Service Provider to the Authority shall be done so free of cost and in three copiesand softcopy.
		2. Any word or expression used in this Agreement shall unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.
	1. **Priority of Agreements and errors/discrepancies**
		1. This Agreement , and all other Agreement s and documents forming part of this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Agreement , the priority of this Agreement and other documents and Agreement as forming part hereof shall, in the event of any conflict between them, be in the following order:
6. this Agreement ; and
7. all other Agreement s and documents forming part hereof;
	* 1. In case of ambiguities or discrepancies within this Agreement , the following shall apply:
8. Between two or more Articles of this Agreement , the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;
9. Between the Articles of this Agreement and the Schedules, the Articles shall prevail; and
10. Between any value written in numerals and that in words, the latter shall prevail.

**ARTICLE 2: SCOPE OF THE PROJECT**

1. **Scope of the Project**
	1. The scope of the Project (the ‘Scope of the Project’) shall mean and include, during the Contract Period:
2. Carrying out all the activities detailed in Scope of Work as per the Schedule B of this Service Agreement, on daily basis, in the specified areas as detailed in Schedule A.
3. Providing any or all of the required services in the project areas as per the schedules and service requirements, specified by the Authority from time-to time.
4. Handling any increase in waste generation on account of increase in per capita waste generation.

In order to carry out all the above activities, the Service Provider needs to perform the following:

1. Deploying required number of vehicles – push carts / battery operated autos, tractors, trucks (not more than five years old and in working condition), requisite work force, consumables, and conservancy materials and also undertake comprehensive operations and maintenance as per the specifications given in the Tender and the Service Agreement ;
2. Making use of the vehicles and materials available with the Authority as given in Schedule C of the Service Agreement andholding responsibility for Operations and Maintenance of these vehicles and materials.
3. Deploying the additional numbers of vehicles and materials as given in the same Schedule C of the Service Agreement andholding responsibility for Own/ Hire, Operations and Maintenance of these vehicles and materials.
4. Employing the allocated number of contract workers who are presently working with the Authorityas given in Schedule D of the Service Agreement
5. Engaging the additional numbers of workforce as given in Schedule D of the Service Agreement
6. Keeping the required number of workers on reserve to be deployed in the instances of the absenteeism by the regularly engaged contract workers;
7. Deploying the vehicles as per the requirements of the Project including adequate reserve vehicles and their proper maintenance.
8. Deploying the required number of electronic hardware (RFID reader integrated electronic weighing machines, Android mobile phones, geo tags and RFID cards) according to the technical and procurement specifications as specified by the Authorityin Schedule C.
9. Regularly disbursing monthly wages through bank transfers to the employee bank accounts and making payments of employee and employer contributions towards PF and ESI subscriptions into the employee accounts of PF and ESI.
10. Providing the required set of Protective Wear to the workers and supervisors with proper identification and ensuring that the employees wear the Protective Wear all the time while on duty as specified in Schedule D.
11. Implementing the technology based Monitoring and Evaluation (RTMS) tools and complying with the methods as prescribed by the Authorityas specified in Schedule C.
12. Setting up an Office in the \_\_\_\_\_\_\_\_\_\_\_\_\_Municipal Corporation / Municipality Area and appointing fulltime managerial and supervisory staff to fulfil the project obligations and coordinate with the Authority.
	1. **The Service Provider shall have to commence the work within 30 days from signing of the Service Agreement.**

ARTICLE 3: CONDITIONS FOR HANDLING RESIDENTIAL AREA MUNICIPAL SOLID WASTE

1. Conditions for Service Operations
	1. The vehicles shall display ‘ON \_\_\_\_\_\_\_\_\_ MUNICIPAL CORPORATION / MUNICIPALITY DUTY’ and telephone number(s) for lodging any complaints. The telephone number(s) should be linked to the Authority’s central control room that monitors the services.
	2. In case of any mishap/accident happening on account of operations on the roads or at the place of working, the Service Provider shall take the complete responsibility for the occurrence. The Service Provider is responsible for registering necessary police complaints and attending to further legal procedures and the Authority shall not be made a party to the occurrence.
	3. The Service Provider’s work should not affect or stop the traffic flows in the residential areas or on the roads at the time of handling the waste.
	4. The Service Provider shall not put any hindrance to any other works, being carried out on the roads and the residential areas. In case of any dispute, the decision of the Authority shall be final and binding.

**ARTICLE 4: THE CONTRACT**

1. **The Contract**
	1. Subject to and in accordance with the provisions of this Agreement, the applicable laws and permits, the Authority hereby authorizes the Service Providerto provide the services as set forth herein including the exclusive right and Authority during the subsistence of this Agreement to operate and maintain the Project initially for a period of 3 (three) years commencing from the Project Commencement Date (PCD).
	2. The Authority has an option to renew the contract for an additional period of 2 (two) years at its discretion.
	3. Subject to and in accordance with the provisions of this Agreement , the Service Provider shall:
2. exercise such other rights as the Authority may determine as being necessary or desirable and which it consents to in writing, for the purposes incidental and necessary for the provision of the services;
3. perform and fulfill all obligations under and in accordance with this Agreement ;
4. bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations under this Agreement ; and
5. notassign, transfer or sublet or create any lien or encumbrance on this Agreement hereby granted or on the whole or any part of the Project; nor transfer, lease or part possession thereof except as expressly permitted by this Agreement.

**ARTICLE 5: PAYMENTFOR THE SERVICES**

1. The Authority will pay Rs. \_\_\_\_\_\_\_\_\_(In Words ) every month for the services rendered on the basis of the lump sum rate (**the ‘Price’**) agreed upon as per the Letter of Award (LOA) No. \_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_. The Price shall be inclusive of all taxes. Income tax as per statutory provision shall be deducted from monthly payments to the Service Provider.
2. The payment for the month shall be calculated by the following formula:

Payment to be made by the Authority every month = (A – B) (A minus B)

1. Lump sum monthly service fee as mentioned in the LOA; and

B: Amount of penalties for service failures as per schedule E in the Service Agreement.

1. In addition, while making the payments, the costs towards the Capital and O&M expenses for the technology enabled RTMS Tools and Systems( Android Mobile Phones, Geo Tags, Weighing Scale, and RFID Card) will be deducted as specified in the LOA.
2. There will not be any revision of this contract amount during the project period despite any increase or decrease in the fuel prices.
3. The Service Provider shall submit to the Authority a monthly invoice by 7th day of succeeding month for the services rendered in the month. The Authority after deducting the penalties levied, if any, shall approve the invoice.
4. The Authority shall scrutinize the invoice with reference to the Service Level Performance Scores obtained by the Service Provider (Schedule E) from the RTMS Software. Necessary payment to the Service Provider shall be made by the Authority within 7 days from the date of receipt of monthly invoice in accordance with the formula specified in clause 5.2and 5.3. The Authorityshall make the payment to the Service Provider by way of bank transfer.
5. Only the employer contribution towards PF and ESI accounts of the employees will be reimbursed on monthly basis. To this effect, the service provider shall remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee. Upon producing the acknowledgment from respective PF and ESI authorities, the reimbursement will be effected.
6. The Value Added Tax (VAT), as and when inurred by theService provider for purchase of any machinery, materials, tools and implements, conservancy materials etc., will be nreimbursed to the service provider at actuals. The Service provider is required to raise appropriate invoices, along with original proofs of such payments as and when such expenses are incurred.

**ARTICLE 6: OBLIGATIONS OF THE SERVICE PROVIDER**

1. **Obligations of the Service Provider**
	1. Meeting all the costs and expenses arising from capital investments, operations and maintenance of the Project for the entire contract duration and observe, fulfil, comply with and perform all its obligations set out in the Agreement or arising hereunder.
	2. Complying with all applicable laws and applicable permits (including renewals as required in this regard) in the performance of its obligations under the Agreement.
	3. Discharging its obligations in accordance with Good Industry Practices and as a reasonable and prudent entity.
	4. Being solely responsible for all associated expenses like fuel and maintenance expenses and statutory dues such as Sales Tax, Income Tax, VAT, GST, Excise duties, payment to Employee Benefit Funds, etc., arising out of the Agreement and the Authorityshall not be liable for the same under any circumstances.
	5. Engaging on its roll the categories of personnel, as indicated in Schedule D and strictly adopt the procedures:
2. Get labor license from the Labor Department on the name of the Service Provider which is agreed upon under this Agreement.
3. Get the Service Providerregistered under PF and ESI as perregular norms.
4. Maintain Daily Attendance and Wage Register. However, the attendance recorded through the RTMS system will be considered authentic for monitoring the attendance of the workforce.
5. Open for every employee on the rolls, an Aadhaarlinked Salary Account in a Scheduled Bank. Every month, payment of wages should be done through this Salary Account only.
6. Remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee.
7. While claiming the monthly payment from the Authority, the bank statementfor wages paid, and the PF and ESI payment acknowledgement from respective organizations should be attached.
8. Accept and engage all the PH employees provided by the Authority without any deviation.
9. Follow appropriate rules and regulations that are in force in the State, for engaging contract workers, including their welfare and disciplinary matters.
	1. Providing to all the employees regularly engaged in the Project, asindicated in Schedule D, one day weekly off, as an entitlement, without deducting any wage or the PF and ESI contributions for the weekly off day.
	2. Organizing workforce on rotational basis to attend to special / emergency service requirements as required by the Authority. Providing Aadhaar linked photo identity card for the employees indicating the Names of the ULB and the Service Provider/Contractor, Work Package No., and Employee Name, Name of Father / Husband / Guardian, Aadhaar Card No., Blood Group, E.S.I and PF Nos. and Emergency Contact number.
	3. Providing uniforms, safety wear, etc., as given in Schedule D.The Radium Jacket and the Rain Coats are to be differently coloredfor workers and supervisors and printed with the insignia of the ULB and the Service Provider and ULB printed. This differential colors are required to enable the public, municipal and other public officials to identify the workers and the supervisors and approach them accordingly.
	4. Conducting awareness programs periodically for the staff on the use of safety equipment and protective wears.
	5. In addition to those employees as indicated in Schedule D, engaging adequate number of *reserve* employees as leave reserve to meet the absenteeism caused by the employees. In addition to making payments of wages, the Service Provider is also required to make the PF and ESI contributions as per the prevailing Contract Labour Management Rules. However, the Authority is not liable to meet the wages and PF and ESI contributions of the *reserve workers*.
	6. Not employing anypersonbelow the age of eighteen years in the Project.
	7. Making the Project known, promoted, displayed and advertised in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Municipal Corporation / Municipality.The Authoritywill provide the design, the specifications and the promotional slogans& Logo.
	8. Organizinghealth check up every three months for all workers.
	9. Taking all the reasonable steps to protect the environment.
	10. Fulfilling the following responsibilities at its own cost and expense:
	11. The liability of any damage or loss in case of death or injury to any person engaged in the Project shall be the sole responsibility of the Service Provider and theAuthorityshall not in any manner be a party to or responsible for such damages or losses.
	12. Ensure, procure and comply with all applicable permits and laws in the performance of the obligations under the Agreement.
	13. Not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of the Agreement ;
	14. Ensure that the persons engaged by it in the performance of its obligations are properly trained for their respective duties.
	15. Comply with the provisions of the Minimum Wages Act 1948, Workmen’s Compensation Act 1923, Contract Labor (Regulation and Abolition) Act 1970, Payment of Wages Act 1936, and Employer’s Liability Act 1938and any other Act or enactment relating thereto and the rules and regulations issued thereunder from time to time. Failure to do so shall amount to breach of the contract and the Authoritymay at its discretion terminate the Agreement.
	16. Also be liable for any pecuniary liability arising on account of violation of the provisions of the Acts.

**ARTICLE 7: OBLIGATIONS OF THE AUTHORITY**

* 1. **Obligations of the Authority**

The Authority agrees to provide support to the Service Provider and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the applicable laws, the following:

1. Hand over the vehicles and materials as indicated in Schedule – C after ensuring that they are in working condition, and make available the outsourced/contract labour already engaged by the Authority as indicated in Schedule – Dto the Service Provider for use in the Project operations;
2. Periodically renew without fail, the insurance cover and pollution under control certificate for the vehicles owned by the Authority, as per applicable RTO norms.
3. Support, cooperate with and facilitate the Service Provider in operation of the Project in accordance with the provisions of this Agreement ;
4. Support, cooperate and facilitate the Service Provider in procuring applicable permits and approvals and their renewals, if any, from various Government Authorities and utilities; and

**ARTICLE 8: REPRESENTATIONS AND WARRANTIES**

* 1. **Representations and Warranties of the Service Provider**

The Service Provider represents and warrants to the Authority that:

1. it is duly organized and validly existing under the laws of India, and has full power and Authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
2. it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement ;
3. it agrees that this Agreement constitutes legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations hereunder;
4. it agrees that this Agreement is subject to the laws of Andhra Pradesh and India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder; and
5. it reiterates that the information furnished in the Bid and as updated till the date of this Agreement is true and accurate in all respects as on the date of this Agreement.
	1. **Representations and Warranties of the Authority**

The Authority represents and warrants to the Service Provider that:

1. it has full power and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement , exercise its rights and perform its obligations, under this Agreement.

**ARTICLE 9: DISCLAIMER**

* 1. **Disclaimer**
		1. The Service Provider (Entity) acknowledges that prior to the execution of the Agreement , it has carefully examined and made an independent evaluation of the Scope of Work for the Project, Specifications and Standards, the Site conditions, and such other information as provided in the Tender document or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of risks, challenges and hazards as are likely to arise or may be faced by it during the course of performance of its obligations. The Authoritymakes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Service Provider confirms that it shall have no claim whatsoever against the Authority in this regard.
		2. The Service Provider acknowledges and hereby accepts the risks of inadequacy, mistake or error in or relating to any of the matters set forth in Article9.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider, its associates or any person claiming through or under any of them.
		3. The Parties agree that any mistake or error in or relating to any of the matters set forth in the Tender document shall not vitiate the Agreement, or render it void.
		4. Except as otherwise provided in the Agreement, all risks relating to the Project shall be borne by the Service Provider and the Authority shall not be liable in any manner for such risks or the consequences thereof.

**ARTICLE 10: PERFORMANCE GUARANTEE**

* 1. **Performance Guarantee**
		1. The Service Provider shall for the performance of its obligations during the Project period, provide the Authoritywithin 21 days from the date of signing of Agreement , an irrevocable and unconditional Bank Guarantee from a Schedule Bank for 5% of the Annual Contract Value amounting to Rs.\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_only)and in the form set forth in ScheduleF.
		2. Notwithstanding anything contained in the Agreement, the Authority may encash theEarnest Money Deposit (EMD) and appropriate the proceeds thereof to its account as damages,if the Performance Guaranteeis not provided by the Service Provider within a period of 21 days from the date of signing of the Agreement.
		3. Thereupon all rights, privileges, claims and entitlements of the Service Provider under or arising out of the Agreement shall be deemed to have been waived and the Agreement shall be deemed to have been terminated.
	2. **Appropriation of Performance Guarantee**

Upon occurrence of a default during the contract period, or failure to meet any conditions, the Authority shall without prejudice to its other rights and remedies in the Agreement or in law, be entitled to encash and appropriate the relevant amounts from the Performance Guaranteeas damages for such Service Provider’sdefault(s) or failure(s) to meet the service levels as detailed in this Agreement. Upon such encashment and appropriation from the Performance Guarantee, the Service Provider shall, within 30 (thirty) days thereof, replenish in case of partial appropriation, to its original level the Performance Guaranteeand in case of appropriation of entire Performance Guaranteeprovide a fresh Performance Guaranteeas the case may be, and the Service Provider shall, within the time so granted, replenish or furnish fresh Performance Guaranteeas aforesaid failing which the Authorityshall be entitled to terminate the Agreement.

**ARTICLE 11: PROJECT COMMENCEMENT DATE**

* 1. **Project Commencement Date (PCD)**

After the Service Provider has signed the Agreement, submitted the Performance Guarantee,mobilized the vehicles and the required manpower,taken the permits and approvals required as per law, andsubmitted an action plan on how the MSW will be collected and transported to the designated place(s), the Authority shall notify a Project Commencement Date (PCD) under the provisions of the Agreement. It should be ensured that the PCD occurs within 30 days of signing the Agreement.

* 1. If the Service Provider does not commence the work on or before the PCD, the Agreement stands terminated and further action is initiated by the Authority.

**ARTICLE 12: CHANGE OF SCOPE**

1. **Change in Work Quantities**

The Authority reserves the right to increase/decrease the number of Micro Pockets to an extent of 10% (in situation such as increase/decrease in the waste generating units or merger of new areas or demerger of areas) during the tenure of the ProjectPeriod with the approval of the Government. In such case(s) the Service Provider shall have to extend the services as per the terms & conditions of thisAgreement to the additional Micro Pockets.

The payment for such additional works shall be at pro-rata to the Priceas detailed in this Agreement. For the sake of illustration, if 10 (ten) additional Micro Pockets have been added to the original number of 100 (hundred) Micro Pockets; the Price considered for covering additional Micro Pockets shall be as under:

Price for the entire services = Price X(100+10) ÷ 100

**ARTICLE 13: OPERATION AND MAINTENANCE**

1. **Operations and Maintenance Obligations of Service Provider**
	1. In consultation with the Authority, evolving a final Work Plan including the methodology for collection and deposit of waste, preventive maintenance of the all vehicles and taking care of all safety requirements. The final Work Plan has to be submitted to the Authority within 5 (Five) days from signing of the Service Agreement. It should show detailed operational procedures including a list of Do’s & Don’ts.
	2. Door-to-door and gate-to-gate collection of municipal solid waste from the residential area waste generators, using primary collection vehicles (pushcart, tricycles or battery operated autos that are designed to be environmentally friendly,of higher productivity and ergonomical), that can transport HDPE waste collection bins, and tarpaulin bags.
	3. Collection of waste in differently colored bins and tarpaulin bags (Green Bin for wet waste Red Bin for hazardous waste and tarpaulin bags for dry and recyclable waste). Waste should not be loaded into the body part of the collection vehicle. The bins and the bags are to be permanently allocated for waste collection only and not to be used for any other purpose. Bins are to be painted with words or images to indicate the purpose for which they are used, as specified by the Authority.The bins and bags are to be sufficient in number for waste collection from the entire service area included in this work package.
	4. Allocation of sufficient number of motorized secondary transportation vehicles ( 3 ton to 5 ton capacity tucks) with a minimum of one vehicle for a cluster of 15 micro pockets. Making provision in the secondary transportation vehicles for bulk transportation of waste in three separate categories (wet, dry and hazardous) without any mix up till the place of disposal as specified by the Authority.
	5. The primary and secondary transportation vehicles and waste carrying bins and bags should be sufficiently protected with suitable inner liners with polyethylene or tarpaulin sheets in order to avoid the spillage of watery / liquid substances oozing out of the vehicles on to the streets and roads while transportation.
	6. Road silt, dust, drain silt and other inert materials should be collected in separate vehicles (other than the vehicle for wet and dry waste collection) at a separate time to avoid mixing of the silt waste with wet organic and dry recyclable waste.
	7. The waste collectedshould be unloaded at only specified locations indicated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the Agreement and necessary legal actions will be initiated as per the prevailing environmental regulations.
	8. The ownership of the waste lies with the Authority. The Service Provider cannot sell or pilfer the waste other than the permitted dry waste. The Service Provider is permitted to take away all the collected dry wastefree of cost, as a special consideration for providing quality services. However, this can be done only after proper weighing at the micro pocket transfer point level. The Service Provider is required to make suitable arrangements to recycle the dry waste using systematic methods and should not indiscriminately dump the waste anywhere either inside or outside the boundaries of the ULB. The Service Provider is required to submit monthly reports to the Authority on how the dry waste is finally disposed for recycling with suitable contractual / sales information.
	9. Suitable route planning (for secondary transportation) should be done for directly transferring the waste from the bins into the secondary transportation vehicles at the fixed micro pocket transfer points. A principle of ‘***Waste-Not-Touching-the-Ground’*** during collection and transportation should be adopted.
	10. Deploying the vehicles and materials including the technology based RTMS Tools and System as detailed in Schedule C. Maintaining the RTMS Tools and System and keep them in operational condition throughout the Project period.
	11. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, the wet, dry and hazardous waste shall be weighed micro pocket trip-wise and the respective quantities should be directly uploaded to the RTMS System through the RFID reader enabled electronic weighing scales as specified by the Authority. Suitable arrangements should be made in the waste transportation trucks to carry the weighing scales. Suitable responsibility should be fixed on the driver/loader for this activity. The identity of the micro pocket from which waste was brought to the transportation vehicle will be established through the RFID card with unique identification number for each micro pocket.
	12. For the micro pockets, the timings of arrival of the secondary transportation vehicles at the transfer points shall be planned. The micro pocket workers shall synchronize their reporting at the transfer points, at fixed timing to transfer the waste into the secondary transportation vehicles directly.
	13. The secondary transportation routes shall be planned to suit collection of waste from the adjoining micro pockets also, to optimize the route plan and vehicle utilization.
	14. Ensuring placement of safety device(s) and signage(s) at work site during working hours, as per MORT&H [Ministry of Road Transport & Highways] Specification.
	15. Each secondary transportation vehicle shallbe provided with an android mobile phone which will be loaded with the RTMS Mobile App by the RTMS Software solution provider (arranged by the Authority). This Mobile App will serve as GPRS vehicle tracker for real time monitoring of the work done in the designated places.
	16. Ensuring that all the gadgets (geo tag, android mobile phone, weighing machine and associated electronic display panels) shall always be in working condition and fully electric power charged.
	17. Taking insurance for thevehicles and complying with applicable RTO norms. The Service Provider shall pay all RTO related expenses such as taxes, permit fee, Pollution under Control certificate etc., for all the vehicles owned by the Service Provider.
	18. Carrying out the required repairs and maintenance of all the vehicles including the vehicles owned by the Authority at periodic intervals at its (Service Provider) own cost and the Authority is not responsible for the same.
	19. Replacement of spare parts shall be done as per the Original Equipment Manufacturer (OEM)manual of the equipment / vehicles.
	20. In the event that the Service Provider fails to repair or rectify any defect or deficiency in maintenance requirements within the period specified therein, it shall be deemed to be in breach of the Agreement and the Authority shall be entitled to recover damages as estimated by the Authority, until the breach is fixed.
	21. Recovery of such damages shall be without prejudice to the rights of the Authority under the Agreement, including the right of Termination thereof.
	22. Maintaining sufficient stock of the consumables required for smooth and efficient operations.
	23. Ensuring that the vehicles are kept clean and tidy during the operations. Washing of vehicles should be done regularly.
	24. As a private employer, the Service Provider has the Authority to initiate appropriate disciplinary actions, after giving notices will have to remove any person employed on the work if sodesired by the Authority for misconduct, misbehavior, or for such other reasons.
	25. The Service Provider shall follow all existing rules and regulations of the Government pertaining to contract workers as amended from time to time without entitling him for any extra monetary claimfrom the Authorityon this account.
	26. The Authority shall review the data logs of the Service Provider on monthly basis. Data logs are to be prepared by Service Provider in discussion and consultation with the Authority which shall cover attendance, GPS reports, duty slips, and repair and maintenance, spare parts replacement among other things; and
	27. Complaints raised by the public, itself and other stakeholders will be referred to the Service Provider by the Authority, for redressal within 24 hours. Process specified by the Authority shall be followed for this purpose.

**ARTICLE 14: PENALTY**

1. Ifit is found that the allocated areas are not cleaned and maintained and waste is not collected and transported as per the scope of the work defined in this Agreement , the Authority shall levy penalty for such service failures and deduct the same from the monthly payment to the Service Provider, as per the formula prescribed in Schedule E of this Agreement
2. The service delivery efficiency shall be monitored by the Authorityusing the RTMS System which is based on assessment of Service Provider’s Key Performance Indicators and Service Level Benchmarks as detailed in Schedule E of this Agreement

**ARTICLE 15: SAFETY REQUIREMENTS**

* 1. **Safety Requirements**

The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Permits and conform to Good Industry Practices for securing the safety of the Public, Employees and Equipment.

**ARTICLE 16: MONITORING OF OPERATIONS AND MAINTENANCE**

* 1. **Monitoring and Evaluation System**

The technology enabled Monitoring and Evaluation System (RTMS Systems), including all its hardware and software functionalities deployed by the Authority is applicable to monitor the performance efficiency of the service provider in all the key performance indicators as given in Schedule –E of this Agreement.

* 1. **Monthly Status Reports**

During the Project Period, the Service Providershall within 7 (seven) days of the close of each month, furnish to the Authority a monthly report, providing details of the works executed in the manner specified by the Authority.

**ARTICLE 17: INSURANCE**

* 1. **Insurance during Contract Period**

The Service Provider shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required or considered prudent in accordance with Good Industry Practice and the Applicable Laws.

* 1. **Application of Insurance Proceeds**

The proceeds from all insurance claims, except life and injury: shall apply for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project whose cost was wholly borne by the Service Provider.

**ARTICLE 18: FORCE MAJEURE**

* 1. **Force Majeure**

As used in this Agreement , the expression ‘Force Majeure’ or ‘Force Majeure Event’ shall mean occurrence in the state of Andhra Pradeshwhich affects the performance by the Party claiming the benefit of Force Majeure (the ‘Affected Party’) for its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

* 1. **Force Majeure Event**

It shall mean one or more of the following acts or events:

1. Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion.
2. any civil commotion, political agitation, riot, blockade; and
3. Any event or circumstances of a nature analogous to any of the foregoing.
	1. **Duty to report Force Majeure Event**

Upon occurrence of a Force Majeure Event, the service provider shall report such occurrence, in writing to the Authority, detailing the affect(s) on the Service Delivery.

* 1. **Dispute resolution**

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

* 1. **Excuse from performance of obligations**

If the service provider is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event.

Provided that the service provider shall make all reasonable efforts to mitigate or limit damage to the Authority, arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

**ARTICLE 19: TERMINATION**

* 1. **Termination for Service Provider’s Default**
		1. **Save as otherwise provided in this Agreement , in the event that any of the defaults** specified below shall have occurred, and the Service Provider fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 15 (fifteen) days, the Service Provider shall be deemed to be in default of this Agreement (a ‘Service Provider Default’), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:
1. The Performance Guarantee has been encashed and appropriated by the Authority in accordance with Clause 10.2 and the Service Provider fails to replenish or provide fresh Performance Guarantee within a Cure Period of 15 (fifteen) days;
2. The Service Provider abandons or manifests intention to abandon the Project without the prior written consent of the Authority for a continuous period of 2(two) days and such default is not rectified within 2 (two) days from the receipt of notice from the Authority, or
3. TheService Provider is in breach of the O&M Requirements and Performance Benchmarks.Continuous failure to achieve overall 80% satisfaction in all the service indicators for three subsequent months as per formula conditions in Schedule - E.
4. The Service Provider has failed to fulfill any obligation, for which Termination has been specified as the only remedy available to the Authority in this Agreement ; or
5. TheService Provider commits a default in complying with any other provision of this Agreement,andif such default causes inconvenience to the public, with adverse impact on the Authority.
	* 1. Without prejudice to any other rights or remedies which the Authority may have under this Agreement , upon occurrence of a Service Provider’s Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 10 (Ten) days to the Service Provider to make a representation, and may after the expiry of such 10(Ten) days, whether or not it is in receipt of such representation, issue the Termination Notice.
	1. **Other rights and obligations of the Authority**

Upon Termination for any reason whatsoever, the Authority shall:

1. be deemed to have taken possession and control of the Project forthwith;
2. be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering the Service Area.

**ARTICLE 20: ASSIGNMENT AND CHARGES**

* 1. **Restrictions on assignment and charges**

This ContractualAgreement shall not be assigned by the Service Provider or the Authority to any other person(s) or agency or agencies.

**ARTICLE 21: LIABILITY AND INDEMNITY**

* 1. **General indemnity**

The Service Provider will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority’s Instrumentalities and Authority owned and/or controlled entities/enterprises, (the ‘Authority Indemnified Persons’) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost or expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Agreement or any related Agreement or on account of any defect or deficiency in the provision of services by the Service Provider to any area in the service package, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority or Authority Indemnified Persons.

* 1. **Indemnity by the Service Provider**

**21.2.1** Without limiting the generality of Clause 21.1, the Service Provider shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any or all loss and/or damages arising out of or with respectto:

1. failure of the Service Provider to comply with Applicable Laws and Permits;
2. payment of taxes required to be made by the Service Provider in respect of the income or other taxes; or
3. non-payment of amounts due as a result of materials or services furnished to the Service Provider which are payable by the Service Provider or any of its assignees.
	1. **No Consequential Claims**

Notwithstanding anything to the contrary contained in the Article 21, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

* 1. **Survival on Termination**

The provisions of this Article 21 shall survive Termination.

**ARTICLE 22: DISPUTE RESOLUTION**

* 1. **Dispute resolution**
		1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the ‘Dispute’) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 22.2.
		2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other, reasonable access during normal business hours to all non-privileged records, information and data pertaining to such disputes.
	2. **Conciliation**

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Principal Secretary to Government, Municipal Administration and Urban Development (MA&UD), Government of Andhra Pradesh for amicable settlement/ Conciliation.The decision of the Principal Secretary is Final and binding on both the parties

**ARTICLE 23: REDRESSAL OF PUBLIC GRIEVANCES**

* 1. **Redressal of complaints**
		1. The Service Provider shall attend to Public complaints promptly and reasonable actionsare to be taken for redressal of each of the complaints. It shall have to maintain a register wherein the details of all the complaints and the actions taken are entered including the time taken for closing the complaint and such other information as specified by the Authority.
		2. The service provider shall comply with the processes stipulated in the mobile based technology application *‘Pruaseva’* administered by the Authority while attending to the complaints and grievances of the public.
		3. Within seven days of the close of each month, the Service Provider shall send the Authority details of the complaints and grievance redressal record in electronic form (at the authorized email address). Upon perusal of this record, the Authority shall in its discretion, advise the Service Provider to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance.

**ARTICLE 24: MISCELLANEOUS**

* 1. **Governing law and jurisdiction**

The Agreement shall be governed by the laws of India, including but not limited to the laws of Government of Andhra Pradesh and rules and regulations in force and as amended from time to time; and the Courts in the jurisdiction of Andhra Pradesh shall have exclusive jurisdiction in all matters under thisAgreement.

* 1. **Survival**
		1. Termination shall:
1. not relieve the Service Provider of any obligations hereunder which expressly or by implication survive Termination hereof; and
2. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
	* 1. All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.
	1. **Entire Agreement**

This Agreement and the Schedules together constitute a complete and exclusive statement 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 such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

* 1. **Severability**

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

* 1. **No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Service Provider and the Authority or to impose any other partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other Party.

* 1. **Third Parties**

This Agreement is intended solely for the benefit of the Service Provider and the Authority and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

* 1. **Successors and Assigns**

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

* 1. **Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

* 1. **Counterparts**

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND SIGNED, SEALED AND

DELIVERED

|  |  |
| --- | --- |
| For and on behalf of THE AUTHORITY OF(Signature)(Name) (Designation)  | For and on behalf of the SERVICE PROVIDER (Signature)(Name) (Designation)  |

In the presence of Two Witnesses:

|  |  |
| --- | --- |
| For and on behalf of THE AUTHORITY OF1. (Signature)(Name) (Designation) 2. (Signature)(Name) (Designation)  | For and on behalf of the SERVICE PROVIDER 1. (Signature)(Name) (Designation) 2. (Signature)(Name) (Designation)  |

**SCEHDULES**

**Schedule –A-1**

**1. A base Map of the Urban Local Body, clearly indicating the Micro pockets and wards to be served and the designated place to which the waste should be carried for temporary storage and further processing***(ULB to provide details of places for depositing wet organics, road and drain silt- inert materials and hazardous waste separately)*

|  |
| --- |
| **Micro Pocket wise Indicative Work Quantities included in the Work Package** *( Full List of all Micro Pocket level details for this work package to be given by the ULB in this Table)* |
| **Work Package No. ­­­\_\_\_\_\_\_ ( \_\_\_\_\_ no. of micro pockets)** |
| **Residential Waste Generated from the Micro pockets included in this work package (Considering 5 members per household): \_\_\_\_\_\_\_\_Tons per day** |
| **Total Waste Generated through Street Sweeping & Litter picking : \_\_\_\_\_\_\_\_Tons per day** |
| **Residential Area Details**  | **Main Roads and Other Public Places – for Sweeping, Litter Picking and Drains Cleaning**  |
| Sl. No.  | Ward No | Micro Pocket No. | No .of Gates  | No of Waste Generators (Households , petty shops, street vendors and bigger Commercial and Institutional units) | Names of the locality / roads, streets, lanes and Bi- lanes | Start Point of the Micro Pocket with Landmarks  | End Point of the Micro Pocket with Landmarks | Street Sweeping  | Drains Cleaning  | Main and Arterial Roads and other Public Places Length (in meters)  | Shallow Surface Drains Length (in meters) | Road Sweeping and Drains Cleaning Schedules |
| Length of the Streets, lanes and Bi lanes  (in meters)  | Length of the shallow surface drains  (in meters) |
| **(1)** | **(2)** | **(3)** | **(4)** | **(5)** | **(6)** | **(7)** | **(8)** | **(10)** | **(12)** | **(13)** | **(14)** | **(15)** |
| **1** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |  |  |  |  |  |  |
| **n** |  |  |  |  |  |  |  |  |  |  |  |  |

**Schedule A-2**

**SCHEDULE – B**

**SCOPE OF WORK AND CONTRACT AWARD CONDITIONS**

* 1. The scope of work includes all the activities detailed below and those which may be agreed upon at the time of finalising the Service Agreement by the successful Bidder. The micro pocket areas and locations included in this work package for carrying out the below mentioned activities are as detailed in the base map and Table as Schedules A1and A2 - of this Service Agreement.
1. Collection of source segregated solid waste (wet, dry and hazardous waste separately) at the gates or doors of the households, shops, street vendors and from the commercial and institutional areas bulk waste generators on daily basis.
2. Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks, and any such public areas and structures abutting the given micro pockets on daily basis;
3. Cleaning and removal of garbage, litter, silt or any blockages from the street side shallow surface drains as identified by the authority in Schedule –A2 (other than underground sewerage and storm water drains) on daily basis;
4. Cleaning and removal of plant and tree trimmings, fallen leaves and any other green waste in the above said areas
5. Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps and/or any other vector control activities;
6. Collection of Construction & Demolition (C&D) debris, silt, inert, loose stones, and such other material from the residential and commercial areas at their source points as and when the Authority directs to do so with prior intimation of \_\_\_ days’ notice.
7. Collection of source segregated bulk waste from appointed locations of public places such as bus stations, railway stations, municipal grounds, parks and similar such public areas. The responsibility of premises sweeping, organizing separate waste collection bins and bringing the waste in a separated manner to a place of handing over to the Service Provider of this work package, lies with the owners and the management of these premises. The service provider’s responsibility is limited to collection of the bulk waste from an appointed location at these premises and not undertaking internal sweeping or litter picking within these premises.
8. Transfer of the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard, C&D materials processing facility and landfill facility on daily basis, as specified by the Authority from time-to time. All the collected waste of all types should be transferred to the designated locations, for every trip of transportation on daily basis, irrespective of the two way trip distance.
9. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, undertake weighment of the wet, dry and hazardous waste separately, for each micro pocket trip, by using the electronic weighing scales as specified by the Authority.
10. Transfer the drain and road sweeping silt, in separate vehicles without mixing it with wet, dry or hazardous waste to the designated places as specified by the Authority from time-to time.
	1. In order to carry out all the above activities, the Service Provider needs to fulfill the undermentioned obligations. To ensure that all the undermentioned responsibilities are fulfilled without fail and to be in contact with the Authority on regular basis, for all communications related to the project, the Service provider shall appoint a Work package Manager with suitable qualifications and experience.

**Handling of Solid Waste Collection and Transportation Activities**

1. Deployment of the indicated number of sanitary workers, loaders, drivers and supervisors of both categories as given in Schedule-D. Viz., a) allocated number of temporary contract workers who are presently working with the Authority; b) additional workforce.
2. Deployment of required number of supervisors in the ratio of One supervisor for a cluster of 15 micro pockets
3. One manger to be employed for managing the responsibilities of the entire package activities
4. Deployment of required number of vehicles – push carts / battery operated autos, tractors, trucks (not more than five years old and in working condition), consumables, tools and implements and conservancy materials as per the specifications given in Schedule-Cof this Service Agreement.
5. Keeping the required number of workers on reserve as badly workers and supervisors to be deployed in the instances of the absenteeism by the work force.
6. Keeping adequate number of reserve vehicles so that work is not hampered.
7. Delivering Services as follows:
	1. Sanitary workers shall collect source segregated solid waste at the doors / gates of the households, shops and street vendors in the micro pocket areas and the commercial area shops and establishments, every day at specified time schedules as agreed upon with the Authority.
	2. The municipal solid waste shall be collected by the sanitary workers in differently colored bins and tarpaulin bags. Wet organic waste shall be collected in the three green bins kept in the push cart / battery operated autos. The dry and recyclable waste shall be collected in the tarpaulin bags kept in the push carts / battery operated autos. The hazardous waste shall be collected in the red bin (1 no.) kept in the push cart / battery operated autos.
	3. Sanitary workers are required to politely insist that the waste is given to them by the waste generators in a source separated manner. In case the waste generators resist giving the waste in segregated manner, the sanitary workers can refuse to accept the waste and immediately report to their supervisors for necessary actions.
	4. After collecting all the waste in the above manner, the sanitary workers are required to move the waste filled bins and tarpaulin bags in the push carts / battery autos to the designated micro pocket transfer points.
	5. The service provider shall undertake an optimal route planning for secondary collection trucks and allocate fixed time schedules and micro pocket collection points and ensure that the schedules are maintained on daily basis as planned.
	6. Loaders allocated for each secondary transportation truck shall transfer the waste directly from the bins in to the truck. The wet organic waste shall be transferred into the body part of truck. The hazardous waste shall be transferred into the red bins kept in the truck in a corner. The dry recyclables should be transferred to the tarpaulin bags kept in the truck. While transfer and during the transportation it should be ensured that the three categories of waste do not get mixed up.
	7. The sanitary workers and the loaders shall ensure that the waste is always collected and carried in the allocated bins and bags and transferred directly in the truck as specified above. They must adopt a principle of ***‘Waste-Not-Touching-the-Ground’*** during collection and transportation.
	8. While transferring the waste from residential area micro pockets to the secondary transportation vehicles, the wet, dry and hazardous waste shall be weighed micro pocket trip-wise and the respective quantities should be directly uploaded to the RTMS System through the RFID reader enabled electronic weighing scales as specified by the Authority. Suitable arrangements should be made in the waste transportation trucks to carry the weighing scales. Suitable responsibility should be fixed on the driver/loader for this activity. The identity of the micro pocket from which waste was brought to the transportation vehicle will be established through the RFID card with unique identification number for each micro pocket. The RFID identification cards for each micro pocket shall be carried in the truck and safe keeping of these will be responsibility of the drivers. The loaders shall identify the micro pocket numbers painted on the bins and the tarpaulin bags and use the matching RFID card to tap on the weighing scale to get the RFID id number recognized by the weighing scale while uploading the weighment data to the RTMS server directly by the weighing scale, without any manual intervention for weighment recording.

**Handling of Sanitation Activities**

1. Sanitation workers shall undertake the maintenance of sanitation activities in the afternoon schedules as notified by the Authority.
	* + - 1. Cleaning and removal of garbage, litter, silt or any blockages from the street and road side shallow surface drains including clearing of the garbage and choking under the covers of the drains in front of houses, shops and other public places (other than underground sewerage and storm water drains) on daily basis. All the drains that are maintained by the Public Health section in the municipality, within the work package limits shall be covered by the service provider under this Service Agreement.
				2. Manual sweeping, litter collection and removal of animal carcasses in all micro pocket streets, main and arterial roads, all street and road surfaces, footpaths, pavements, parking lots, foot over bridges, bus shelters, subways, road medians, traffic islands, walking tracks and any other open public areas and structures abutting the given micro pockets and as given in Schedule-A2 of this Service Agreement on daily basis.
				3. Cleaning and removal of plant and tree trimmings, fallen leaves and any other garden waste in the residential areas from all above mentioned locations within the work package limits.
				4. Carrying out disinfectant spraying, shrubs cutting, removing earthen heaps, uprooting of weeds alongside the roads and streets and from all above mentioned locations within the work package limits.
				5. Carrying out Vector control activities at the schedules and locations as specified by the Authority.

**Waste Transportation**

1. The Service Provider is obligated to:
	1. Transporting all the collected Municipal Solid Waste (MSW) from all the above activities to the points of designated locations such as transfer stations, storage yards, compost or material recovery yard, landfill facility on daily basis, as specified by the Authority from time-to time.
	2. Road silt, dust, drain silt and other inert materials should be collected in separate vehicles (other than the vehicle for wet and dry waste collection) at a separate time to avoid mixing of the silt waste with wet organic and dry recyclable waste.
	3. The waste carrying bins and bags should be made of HDPE material and the primary and secondary transportation vehicles should be sufficiently protected with suitable inner liners with polyethylene or tarpaulin sheets in order to avoid the spillage of watery / liquid substances oozing out of the vehicles on to the streets and roads while transportation.
	4. The waste collected should be unloaded at only specified locations indicated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the Agreement and necessary legal actions will be initiated as per the prevailing environmental regulations.
	5. Collection of waste in differently colored bins and tarpaulin bags (Green Bin for wet waste Red Bin for hazardous waste and tarpaulin bags for dry and recyclable waste). Waste should not be loaded into the body part of the collection vehicle (push cart or battery auto). The bins and the bags are to be permanently allocated for waste collection only and not to be used for any other purpose. Bins are to be painted with words or images to indicate the purpose for which they are used, as specified by the Authority. The bins and bags are to be sufficient in number for waste collection from the entire service area included in this work package

**Workforce Management Obligations**

1. The service provider shall engage on its roll the categories of personnel, as indicated in Schedule-D and strictly adopt the stipulated procedures:
2. Employing the allocated number of contract workers who are presently working with the Authority and also engaging the additional workforce as given in Schedule-D.
3. Keeping the required number of workers on reserve to be deployed in the instances of the absenteeism by the workers.
4. Get labor license from the Labor Department on the name of the Service Provider as per the Service Agreement.
5. Get the Service Provider registered under PF and ESI as per regular norms.
6. Maintain Daily Attendance and Wage Register. However, the attendance recorded through the RTMS system will be considered authentic for monitoring the attendance of the workforce.
7. Open for every employee on the rolls, an Aadhaar linked Salary Account in a Scheduled Bank. Every month, payment of wages should be done through this Salary Account only.
8. Remit the PF and ESI contribution of both employee and employer, payable before the stipulated date into the respective PF and ESI accounts of the employee.
9. While claiming the monthly payment from the Authority, the bank statement for wages paid, and the PF and ESI payment acknowledgement from respective organizations should be attached.
10. Accept and engage all the PH employees provided by the Authority without any deviation.
11. Follow appropriate rules and regulations that are in force in the State, for engaging contract workers, including their welfare and disciplinary matters.
12. Providing to all the employees regularly engaged in the Project, as indicated in Schedule-D, one day weekly off, as an entitlement, without deducting any wage or the PF and ESI contributions for the weekly off day.
13. Organizing workforce on rotational basis to attend to special / emergency service requirements as required by the Authority. Providing Aadhaar linked photo identity card for the employees indicating the Names of the ULB and the Service Provider/Contractor, Work Package No., and Employee Name, Name of Father / Husband / Guardian, Aadhaar Card No., Blood Group, E.S.I and PF Nos. and Emergency Contact number.
14. Providing uniforms, safety wear, etc., as given in Schedule-D. The Radium Jacket and the Rain Coats are to be differently colored for workers and supervisors and printed with the insignia of the ULB and the Service Provider and ULB printed. This differential colors are required to enable the public, municipal and other public officials to identify the workers and the supervisors and approach them accordingly.
15. Conducting awareness programs periodically for the staff on the use of safety equipment and protective wears.
16. In addition to those employees as indicated in Schedule-D, engaging adequate number of ***reserve***employees as leave reserve to meet the absenteeism caused by the employees. In addition to making payments of wages, the Service Provider is also required to make the PF and ESI contributions as per the prevailing Contract Labour Management Rules. However, the Authority is not liable to meet the wages and PF and ESI contributions of the ***reserve*** workers.
17. Not employing any person below the age of eighteen years in the Project.
18. Making the Project known, promoted, displayed and advertised in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Municipal Corporation / Municipality. The Authority will provide the design, the specifications and the promotional slogans& Logo.
19. Organizing health check up every three months for all workers.

**Operations and Maintenance Obligations**

1. Deploying and maintaining the required number of electronic hardware (electronic weighing machines integrated with RFID reader, Android mobile phones, Geo Tags and micro pocket RFID cards) according to the technical specifications as given in Schedule-C, and also as specified by the Authority as per the conditions of State level RTMS system .
2. Using appropriate primary collection vehicles like push carts and autos in suitable ratios depending on dimensions of the street for easy collection and shifting of waste efficiently.
3. Having built in announcement (audio) system to announce about
	1. The door-to-door / gate-to-gate collection system
	2. Source separation of waste into dry, wet and hazardous categories
	3. Handing over the waste to the public health service staff in three separate categories without mixing of the waste
	4. Hazardous waste such as diapers, sanitary napkins and medical waste to be wrapped in paper or paper covers and handed over separately
4. Carrying appropriate bell ringing / audio system with limits of permissible decibels in the primary collection vehicles to announce the arrival of the waste collection vehicles.
5. Taking all measures to comply with Municipal Solid Waste Rules, 2016& National Green Tribunal Directives as amended from time to time in handling MSW during the Contract Period.
6. Maintaining a Complaint Register for registering the grievances of the waste generators and other stakeholders and creating a common communication point-

E-mail id, phone number, social media etc., to enable the public and the Authority to provide feedback, information and lodging of complaints.

1. Maintaining a record for the total service package, of service delivery details, incidents like service failures, breakdown of vehicles, and non-cooperation of the public in handing over the waste in separated categories. Recording or reporting should be backed up with sufficient evidence. The recorded information shall be submitted to the Authority as a weekly report, in the specified format.
2. Ensuring that all the collection and transportation vehicles, tools and implements are cleaned, washed and disinfected regularly.
3. Painting the vehicles in green colour with the number of the work package, and areas covered along with the name and contact numbers of the Service Provider and the Authority.
4. In coordination with the Authority, ensuring that the waste generators comply with the prescribed MSW handling rules and practices.
5. Cooperating with the Authority to involve Non-Governmental Organizations (NGOs), Resident Welfare Associations (RWAs), City Sanitation Task Force (CSTF), Local Resource Persons and other Volunteers and Service Organizations, for handling and promoting good waste management practices in the manner prescribed by the Authority.
6. Providing and ensuring that all the staff deployed in the services wears the protective dress such as uniforms, gloves, shoes/boots, masks etc., including their photo identity cards while on duty, as specified by the Authority.
7. Regularly disbursing monthly wages through bank transfers to the employee bank accounts and making payments of both employee and employer contributions towards PF and ESI subscriptions into the employee accounts of PF and ESI.
8. Implementing the technology based Monitoring and Evaluation (RTMS) tools and all the components and systems and comply with the methods as prescribed by the Authority.
9. Switching over to battery operated vehicles (non-fossil fuel) for collection and transportation.
10. Adopting environment friendly and environment promotional methods in the work practices
11. Involving the local communities for source segregation, handing over the waste in segregated manner and anti-littering practices
12. Gaining community appreciation for good sanitation and solid waste handling practices

**SCHEDULE – C**

**Details of Vehicles and Material Requirements including RTMS Hardware**

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| **Material Quantities to be deployed in the Work Package** |
| **Sl. No.**  | **Items and Specifications** | **To be provided by the Authority****( Only O&M Responsibilities)** | **To be procured by the Service provider ( Capital Purchase and O&M Responsibilities)** |
| **Waste Collection and Transportation Items ( Set for all the three years)** |
| **01** | **Push Cart:**  Overall size 1.2 x 0.90 x 0.85mtrs. (for carrying 4 Nos. 60 Ltrs. Bins type).Box Frame; Iron Box Frame Size: 90 Cms. x 40 Cms. x 40 Cms. for bins placement and providing 20 gauge G.I. sheet bottom three sides and providing front door with lock system.Bottom supporting angulars: 25mm x 25mm x 3mm and supporting flats 20mm x 3mmProtection of bins using heavy duty fiber wheels Front: 2 Wheels Heavy Duty Rubber wheels of size 30cms x 7.5cms dia with bearings.Rear: Rotation wheels 2 Nos. rotation wheels with brackets of size 25 cms x 5 cms. with bearingsAxle: 25mm dia rod; Having round pipe handle including cost of material, labour, transport, painting, with one coat red oxide, and two coats enamel paint, lettering / stickering, numbering and all taxes etc. complete as per sample available in P.H. Section. The weight of the Push Cart is 45 Kgs. as per specification and delivery at ULB +5% tolerances will be allowed as directed by the departmental officers. |  |  |

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| **02** | **Secondary Transportation Vehicle:** Tractor Trucks Manufactured in 2011 onwards along with Hydraulic trailer of minimum 3 tonne capacity including fuel crew and maintenance charges and consumables extra complete for conveying the solid waste daily from Micro pocket to the designated place/ specified place by the ULB. |  |  |

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| **03** | **60 Ltrs. Bins (HDPE) :**Unbreakable/break resistant Plastic Bins 60 Ltrs capacity with Lid (Top Outer Dia 47cm inner dia 42cm bottom outer dia ; 30 cm. outer height 53cm weight of the bin 2.5 kgs. to 2.8 kgs. of Varsa Brand / Neelkamal / Sintex / Aristo etc. or equivalent Standard Make / ISI /including cost of material, labour, transport charges, lettering and numbering etc.,complete as per sample available in P.H. Section as per standard. |  |  |
| **04** | **Tarpaulin Bags:** 85 X 56 cms outer- Tarpaulin Fabric with 50 Microns, The bag shall be double stitched, |  |  |

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|  | **Electronic Hardware for Monitoring and Evaluation (RTMS ) Tool (Set for all the three years)** |
| **01** | **Android Mobile Phone :**(For GPS based Vehicle Tracking, Weighment information uploading and worker attendance monitoring ); Screen Size: 4.5’ - 5.5’(minimum); Ram: 2 GB Min; Card Slot: Required; Battery: 2500+ MAH; 4G supported; Camera:8 mp ;( Required Software Application will be separately installed by RTMS Solution Provider) One Phone for each Secondary Transportation Vehicle and the Supervisor | An estimated cost value for these items is budgeted in the Project Cost Value. As the Service provider is not required to purchase these items, the amounts allocated for these items will be deducted from the monthly payments of the Service Provider. The required RTMS devices to be deployed in the operations by the Service provider will be provided by the RTMS Hardware Provider as notified by the Government.  |
| **02**  | **Weighing Machines:** For Weighing the quantities of Wet, Dry and Hazardous waste at each Micro pocket and Trip. Integrated with electronic display for indicating the different types of waste and RFID reader to recognize the RFID chip with micro pocket ID (One for Each Tractor)Maximum capacity 100kg, accuracy(error) 20gm; Class-III, BIS & ISO certified weighing scale; Platter size 400mmx400mm ; The scale should be equipped with automatic wireless data transfer system |
| **03** | **Geo Tags :** For Monitoring the Staff movement in the allotted work areas ( One for each Worker - with the specifications- Screen - OLED display ; GPS - (-159DB); LBS - L1, 1575.42MHZ C/A code; GPRS - 850/900/1800/1900; - Mirco SIM standard; Battery - Lithium battery 400mAH; Standby time - About 70 hours; Calling from the device to central Office; Emergency call button/ SOS; G-Censor - in three axis; Remote monitoring; GPS+LBS+WiFi positioning; One-key first-aid;One-Key Emergency call button; Safety fence; Low battery alarm |
| **04** | **RFID Chip** integrated with Micro pocket ID card (one for each Micro pocket ) |

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| **Tools and Implements (Set for one year)** | **To be procured by the Service provider ( Capital Purchase and O&M Responsibilities)** |
| **01** | **Tubs (*Gamelalu*) :** Made with 14-18 gauge G.I. sheet of  12''- 15"Dia. with SSI unit Certificate |  |
| **02** | **Hand Spades:** 'Spades with Handles (Chetiparalu)' made with 16 Guage G.I. sheet of 12’’ x8’ size |  |
| **03** | **Drain cleaning spades (small):** 20 x 10 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3mm wall thickness with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed |  |
| **04** | **Drain cleaning spades (big):** 23 x 13 cm size made of new iron sheet of 16 gauge fitted properly and strongly welded with 25 mm dia and 4 cm length MS Pipe of 3 mm wall thickness with two holes for nails inserted into the space to one and fitted with solid straight Bamboo sticks of 25 to 30 mm dia and 155 to 160 cm length into the MS Pipe are firmly nailed. Tolerance 5% allowed |  |
| **05** | **Four teeth long Handle Forks ( Dantenalu):** Made of 14 mm MS rod length 26 cm bend to form as form (hook) of size 16 cm length bend portion and 2 extra 16 cm size hooks firmly welded with ring around the rod to make as 4 forks and further having 3 mm thick and 25 mm dia and length of 4 cm MS pipe properly fixed welded and fixed with about 150 to 155 cm size strong solid straight Bamboo sticks fixed firmly with nails. Tolerance 5% allowed |  |
| **06** | **Iron scrapers:** Made of 18 gauge new iron sheet with 15 cm width and 23 cm length and 20 mm folded at one side. Tolerance 5% allowed |  |
| **07** | **Sickle (Kodavali) For cutting grass and shrubs:** Shall be in the appropriate set of sharpened wood and sheet-steel fists |  |
| **08** | **Iron Crow bar:** Iron crow bar of size 25 mm dia steel bar and 160 cm with one side sharp edge. Tolerance 5% allowed |  |
| **09** | **Heavy Knives:** In good quality of Kattulu (Kaman Kattulu) weight 700gms with handle  |  |
| **10** | **KNAP SACK Sprayer:** MS 37 Shoulder mounted engine, Discharge- 0.5 to 20 LPM, Tank capacity of 15 lts, Cylinder type High density polyethylene. ISI Brand |  |
| **11** | **Broom Sticks:** Malabar type of Dark strands which should be more than 3 feet and stuck without leaves.  |  |
| **12** | **Disinfectant Spraying to be used per Micro Pocket:** Dry lime, smooth and white lime powder , Bleaching: 33 1/3% Chlorine, ISI Mark – 1065’ - 30KG / Month per Micro pocket  |  |
| **13** | **Vector Control to be used per Micro Pocket:** Temphos (Abate ) - EC50 with BIS standards – 0.5 ltrs / Month per Micro pocket |  |
| **14** | **Vector Control (Anti-larvae oil) to be used per Micro Pocket:** King fog Oil/ Del fog - Deltramithrin 1.25% ULV with BIS standards, Malarial Oil with BIS standards - 10.0 ltrs / Month per Micro pocket  |  |

**SCHEDULE – D**

**Details of Workforce Requirements**

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| **Workforce Quantities to be deployed in the Work Package** |
| **Work package no.\_\_\_\_\_\_\_\_\_\_**  **No of micro pockets included in the work package \_\_\_\_\_\_\_** |
| **Sl. No.**  | **Worker Category**  | **No. Allocated by the Authority** | **Monthly Wages in Rs.**  | **ESI Contribution** **(in %)** | **PF Contribution (in %)** |
| 1 | Micro Pocket Workers  |  |  |  |  |
| 2 | Drivers  |  |  |  |  |
| 3 | Loaders |  |  |  |  |
| 4 | Supervisors |  |  |  |  |
|  |  | **Additional no. of employees to be engaged by the Service Provider** | **Monthly Wages in Rs.**  | **ESI Contribution** **(in %)** | **PF Contribution (in %)** |
| 1 | Micro Pocket Workers  |  |  |  |  |
| 2 | Drivers  |  |  |  |  |
| 3 | Loaders |  |  |  |  |
| 4 | Supervisors |  |  |  |  |
| **Personal Protective Wear for all Employees – (Set for one year)** |

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| **01** | **One(1) ID Card** (1 per person) Aadhaar linked photo ID card  |
| **02**  | **Two(2) Caps** (2 per person) |
| **03**  | **Twelve(12) pairs of Gloves:** Industrial wearing rubber coated hand gloves of standard make and as approved by the department suitable for staff in Garbage Collection and Sanitation |
| **04** | **Twelve(12) Nose Masks:** Dust respirator protection mouth mask of ISI mark suitable for sanitation staff in collection of garbage’ |
| **05**  | **Two (2) Radium Jackets:** (2 per person)Safety Jackets having with highly reflective straps on either sides which makes it visible from far distance even in darkness or misty condition. These are highly used in construction site. The jacket shall be made as perspecifications. (universal size); **Fabric:** thick, plain, polyester; **Type:** High Glass white with tape 2 inches or high glass light yellow tape;**Style :** one side opening ; **Color :** Green / Orange; **Side free opening** for air flow |
| **06** | **one(1) Rain Coat :** The full-dress of the company make- Duck back Water proof Rain coats |
| **07** | **One(1) Gum Gloves -**Are of good quality and durability |
| **08** | **One(1) Gum Boots -** Are of good quality and durability |
| **09** | **Detergent Soaps, =** 500 grams ( (12 per person ) / per year |
| **10** | **Coconut oil (12) =** 250 ml (12 per person ) / per year |

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| **Schedule –E Key Performance Indicators and Penalties for Service Failures** |
| **Key Performance Indicators** | **Field Evidence** | **Service Level Benchmark**  | **Weightage** | **Formula for Levying Damages and Contract Termination** |
| Waste Collection and Transportation Coverage  | Providing collection and transportation service for at least 6 out of 7 days is the top priority. 100% primary collection and secondary transportation daily. Non reporting of the transportation vehicles at scheduled time and points, vehicle breakdowns and non service coverage will be noted as major KPI failures.  | 100%  | 20%  | * Daily Performance will be recorded and service failure ( deviation from the benchmark levels) will be calculated on monthly basis
* Formula for levying monthly penalties from the payment of monthly contractor premium
* **Penalty to be levied**= (Monthly Contractor Premium X Weightage of the Indicator ) X % of Service Failure

**Illustration for Failure in Coverage Indicator**  (Rs. 2,00,000 X 20%) X 10% = Rs. 4,000* **Termination Condition:**Continuous failure to achieve 80% satisfaction in all the indicators, subsequently for three months will result in termination of contract with a notice period of 15 days.
 |
| Segregated Collection -Weighment at Micro Pocket Transfer Point and at the Designated Place  | Collection of the dry and wet waste in the quantities within the range as per specified by the ULB ( to ensure that the coverage targets are achieved fully)  | 80%(75% Wet 20% Dry and 5% hazardous )  | 20%  |
| Dust free and litter free roads, Free flow drains without chocking | Sweeping for removal of dust creates clean and aesthetic look to the ULB and is a top priorityManual Collection of Litter at regular intervals and sweeping of pavements, Road margins, Bus Stops, FOBs, Subways and areas where mechanical sweeping is not possible. | 80% | 10% |
| Citizen Complaints & Resolution Within 24 hours | Complaint and redressal reports | 90 %  | 10%  |
| Payment of Salary, PF, ESI, Protective Wears and One day Weekly Off  | Payment receipts | 100%  | 20%  |
| Worker and Supervisor Absenteeism  | 100% attendance of allotted manpower is a priority as there is provision for reserve PHWs | 100%  | 10%  |
| Social Audit / IVRS Satisfaction Levels  | Audit Reports, IVRS reports | 90%  | 10%  |

**Schedule F**

**PERFORMANCE GUARANTEE**

**(**To be submitted on Non-Judicial stamp paper of Rs. 100)

To:

The Commissioner,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Municipal Corporation/Municipality,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS ----(Name and address of Service Provider), hereinafter referred to as ‘the SERVICE PROVIDER’, has undertaken to handle residential area solid waste management and sanitation activities in accordance with the provisions of the Service Agreement, including all works, services and equipment relating to or in respect of the Scope of Work as defined therein in the Service Agreement dated \_\_\_\_\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Municipal Corporation/Municipality (hereinafter referred to as ‘the AGREEMENT ’)

AND WHEREAS in terms of the Conditions as stipulated in the Agreement, the SERVICE PROVIDER is required to furnish, a Bank Guarantee issued by a Scheduled Bank in India, in your favor, as per Article10.1 of the AGREEMENT, to secure due and satisfactory compliance of the obligations by the SERVICE PROVIDER on their part, in accordance with the AGREEMENT, (which guarantee is hereinafter called as ‘the PERFORMANCE GUARANTEE)’

AND WHEREAS the SERVICE PROVIDER has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE, AND WHEREAS in consideration of the fact that the SERVICE PROVIDER is our valued customer and the fact that he has entered into the AGREEMENT with you, WE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Name of the Bank)* having our Registered Office at, \_\_\_\_\_\_\_\_\_\_\_\_\_\_and Branch office at \_\_\_\_\_\_\_\_\_\_,India have agreed to issue the PERFORMANCE GUARANTEE. Therefore, WE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Name of the issuing Bank)* through our Branch at \_\_\_\_\_\_\_\_\_ India furnish you the PERFORMANCE GUARANTEE in the manner hereinafter contained and agree with you as follows:

WE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the SERVICE PROVIDER of any of the terms and conditions contained in the Agreement and in the event of the SERVICE PROVIDER’s default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the AGREEMENT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), or may be claimed by you on account of breach on the part of the SERVICE PROVIDER of their obligations in terms of the AGREEMENT.

Notwithstanding anything to the contrary, we agree that your decision as to whether the SERVICE PROVIDER has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the SERVICE PROVIDER after expiry of the relative Contract Period of the Agreement and after the SERVICE PROVIDER had discharged all his obligations under the Agreement and submitted a ‘No Due Certificate’ provided always that the guarantee shall in no event remain in force after the day of\_\_\_\_\_\_\_\_\_\_\_, without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the SERVICE PROVIDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Agreement or extend the time of performance of the Agreement or to postpone any time or from time to time any of your rights or powers against the SERVICE PROVIDER and either to enforce or forbear to enforce any of the terms and conditions of the Agreement and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the SERVICE PROVIDER or any other forbearance, act, or omission on your part of or any indulgence by you to the SERVICE PROVIDER or by any variation or modification of the Agreement or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will increase our liability hereunder beyond the limit of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_) as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_\_\_\_\_\_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the SERVICE PROVIDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the SERVICE PROVIDER.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the SERVICE PROVIDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee. Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the SERVICE PROVIDER from time to time arising out of or in relation to the Agreement and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the SERVICE PROVIDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the SERVICE PROVIDER.

Notwithstanding anything contained herein:

1. Our liability under this guarantee shall not exceed Rs.\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only);
2. This guarantee shall be valid up to \_\_\_\_\_\_\_\_\_\_; and *(mention period of the guarantee)*
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at \_\_\_\_\_\_\_\_\_\_\_ *(place)* on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*( mention the claim period)*.

We have the power to issue Performance Guarantee in your favor by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Datedthis \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017

For and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE, SCHEDULED BANK BRANCH MANAGER

SEAL, ADDRESS&PLACE