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**Standard Procurement Document B1**

Outsourcing the operation of ULB owned desludging vehicles  
for providing on-demand desludging services

**RFP & Draft Services Agreement**

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**Standard Procurement Document – B1**

Outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services

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**Version 1.0**

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**REQUEST FOR PROPOSAL**

**Selection of Service Provider for outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services for [*3 or 4 or 5*] years for [*Name of the Authority*] in [*Name of the Location*]**

***[Month and Year]***

**Single Stage Two Envelope Bidding Process**

***[Name and Address of the Authority]***

Refer “FSM Procurement Manual” document on QA in FSM portal for help in filling this RFP

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# VOLUME 1: INSTRUCTIONS FOR BIDDERS

**Selection of Service Provider for outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services for [*3 or 4 or 5*] years for [*Name of the Authority*] in [*Name of the Location*]**

***[Month and Year]***

**Single Stage Two Envelope Bidding Process**

**[Name and Address of the Authority]**

# DISCLAIMER

The information contained in this Request for Proposal (**“RFP”**) document provided to Bidder(s) whether verbally or in documentary form by or on behalf of [*Name of the Authority*] or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

The [*Name of the Authority*] may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

# GLOSSARY

**Authority** As defined in Clause 1.1.1

**Bid Due Date** As defined in Clause 1.2.2

**Bid Security**  As defined in Clause 1.2.4

**Bidders** As defined in Clause 1.2.1

**Bidding Documents** As defined in Clause 1.1.7

**Bidding Process** As defined in Clause 1.2.1

**Consortium** As defined in Clause 2.1.1

**Financial Capacity** As defined in Clause 3.4 .1

**Government** Government of [*Name of State*]

**Lead Member** As defined in Clause 2.1.2

**Letter of Award** (**LOA**) As defined in Clause 3.7.5

**Lowest Bidder** As defined in Clause 1.2.6

**Member** Member of a Consortium

**Memorandum of Understanding** As defined in Clause 2.1.2

**Project** As defined in Clause 1.1.2

**Re. or Rs. or INR** Indian Rupee

**RFP or Request for Proposals** As defined in the Disclaimer

**Rights** As defined in Clause 1.1.5

**Selected Bidder** As defined in Clause 3.7.3

**Service Agreement** As defined in Clause 1.1.3

**Service Fee** As defined in Clause 1.2.6

**Service Provider** As defined in Clause 1.1.3

**Technical Capacity** As defined in Clause 3.4.1

**Tied Bidders** As defined in Clause 3.7.4

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Service Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

# 1. INTRODUCTION

1.1 Background and Brief Scope[[1]](#footnote-1)

1.1.1. Onsite Sanitation Systems (OSS) in the form of single pits and septic tanks is prevalent in cities across the State. Faecal Sludge Management (FSM) is the safe emptying, transport, treatment and reuse of the faecal sludge accumulated in the OSS. Currently, there are several gaps in FSM implementation across the sanitation service chain. Gaps in emptying service provision are due to lack of physical access to OSS and affordability. Lack of awareness/training and the informal nature of their work renders the physical and financial well-being of private emptying service providers vulnerable. Another major gap is the treatment infrastructure for safe handling of FS, forcing indiscriminate dumping and the associated public health and environmental risks.

[*Urban Local Body/Name of the Authority*] (the **“Authority”**) is responsible for managing the activities of collection, transportation, treatment and disposal of Faecal Sludge and is responsible to ensure that the collection and transportation of Faecal Sludge within their jurisdiction is carried out in compliance with applicable laws.

1.1.2. In pursuance of its objectives, the Authority has decided to select a service provider for Outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services to a Designated Treatment Facility from the Service Area more fully described in Schedule A (hereinafter referred to as **“**the **Project”**).

1.1.3. **Brief Scope:** The selected Bidder (the **“Service Provider”**), shall be responsible for deployment of staff and use of [*Vehicles in Number*] cesspool vehicles, which are owned by the Authority, for undertaking on demand desludging and transportation of faecal sludge from all single pits/septic tanks in the Service Area to the treatment and disposal facility for [*3 or 4 or 5*] years in accordance with the provisions of an agreement (the **“Service Agreement”**) to be entered into between the Service Provider and the Authority in the form provided as part of the Bidding Documents.

1.1.4. The Authority intends to qualify and select a suitable Service Provider for implementation of the Project through an open competitive bidding process in accordance with the procedure set out in this RFP.

1.1.5. The Service Agreement sets forth the detailed terms and conditions for grant of the rights to the Service Provider, including the scope of service and obligations of the Service Provider (the **“Rights”**) and is provided as **Volume 2** of this RFP.

1.1.6. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Service Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

1.1.7. The Authority shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the **“Bidding Documents”**), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in **Clause 1.3** for submission of Bid.

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a single-stage two envelope process (referred to as the **“Bidding Process”**) for selection of the Bidder for award of the Project and invites Bids from eligible parties (**“Bidders”**), which expression shall, unless repugnant to the context include the members of the Consortium, in accordance with the terms of this RFP.

1.2.2 The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 90 (ninety) days from the date specified in **Clause 1.3** submission of Bids.

1.2.3 The Bidding Document includes the Draft Service Agreement for the Project.

1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security amount of Rs. /- (Rupees only) (Amount in figures and amount in words) (the **“Bid Security”**). The Bid Security is refundable not later than 60 (sixty) days from the Bid Due Date or any other extended period, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement. The Bidders shall provide Bid Security in the form of a demand draft, bank guarantee, or fixed deposit receipt in favour of [*Name of the Authority*]. Validity of the Bid Security shall not be less than [80 (eighty)] days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 (A) Bidders will need to submit the following sets of documents as part of their Bid:

(a) Documents mentioned in **Clause 2.9.1** - **“Key Submission”**.

(b) Documents as mentioned in **Clause 2.9.1** – **“Qualification Submission”**, relating to technical and financial capacity of the Bidder.

(c) Financial Bid as mentioned in **Clause 2.9.1** - **“Financial Bid”**.

1.2.5 (B) The evaluation of the Bid submissions would be carried out in the following three steps:

**Step I:** The first step would involve a test of responsiveness based on the Key Submissions in accordance with **Clause 2.9.1** Those Bids found to be substantially responsive would be evaluated in the second step.

**Step II:**  In the second step, the information of the Bidders relating to their Technical Capacity and Financial Capacity would be evaluated as per the criteria set out in this RFP. Bidders qualifying in terms of both Technical Capacity and Financial Capacity only would be considered for the evaluation in the next step.

**Step III:** The Financial Bid of only those Bidders who qualified in Step II above would be evaluated in accordance with Section 3 of this RFP.

1.2.6 Bids are invited for the Project on the basis of the lowest payment per trip (**“Service Fee”**) which the Authority authorises the Service Provider to charge and collect from the users during the Agreement Period. The Agreement Period is predetermined, as indicated in the Draft Service Agreement. The Service Fee shall constitute the sole criteria for evaluation of Bids. Subject to **Clause 3.7**, the Project shall be awarded to the Bidder quoting the Lowest Service Fee.

In this RFP, the term **“Lowest Bidder”** shall mean the Bidder who is offering the lowest Service Fee.

1.2.7 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.

1.2.8 As part of the Bidding Documents, the Authority will provide a Draft Service Agreement and other information pertaining/relevant to the Project available with it.

1.2.9 Any queries or requests for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated below. The envelopes/communications shall clearly bear the following identification/title:

**“**Queries/Request for Additional Information: **RFP for outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services in [*Name of the Location*]”**

Address for Communication:

|  |  |
| --- | --- |
| Attention of: |  |
| Division: |  |
| Address: |  |

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

|  |  |  |
| --- | --- | --- |
|  | **Bid Stage** | **Estimated Date** |
|  | Last date for receiving queries | [15] days from the date of RFP. |
|  | Pre-Bid meeting | [20] days from the date of RFP. |
|  | Bid Due Date | [30] days from the date of RFP. |
|  | Opening of Key and Qualification submissions | [30] days from the date of RFP, immediately after bid due date and time. |
|  | Opening of Financial Bid | [45] days from the date of RFP. |
|  | Letter of Award (LoA) | Within 30 days of opening of Financial Bid. |
|  | Validity of Proposal | 90 days from Bid Due Date. |
|  | Signing of the Service Agreement | Within 15 (fifteen) days from acknowledgement of LoA. |

1.4. A Pre-Bid meeting shall be convened at the place and time as mentioned below:

Venue:

Time: [ ]

1.5 During the course of Pre-Bid conference, the Bidder will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall provide clarifications and further information, which they consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

# 2. INSTRUCTIONS FOR BIDDERS

## A. GENERAL

2.1 Eligibility of Bidders

2.1.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

1. A Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
2. A Bidder may be a private entity including a company incorporated under Companies Act, 1956/2013, society, registered partnership firm, registered sole proprietor, individual or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in **Clause 2.1.2**.
3. Existing contractors/service providers, carrying out the services of collection and transportation of municipal solid waste and/or faecal sludge are eligible to bid.

2.1.2 In case the Bidder is a Consortium, it shall, comply with the following requirements:

1. Number of members in a Consortium shall not exceed 3 (three);
2. Members of the Consortium shall nominate one member as the Lead Member (the **“Lead Member”**), the Bid should contain the information required for each member of the Consortium;
3. The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at *Appendix-III*, signed by the other member of the Consortium;
4. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and O&M obligations;
5. An individual Bidder cannot at the same time be member of a Consortium applying for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Project;
6. Members of the Consortium shall enter into a binding Memorandum of Understanding (the **“Memorandum of Understanding”** or **“MoU”**), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Project and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:
   * 1. Convey the intent of the members of the Consortium to enter into the Service Agreement in case the Project is awarded to the Consortium;
     2. The Lead Member would enter into the Service Agreement with the Authority, on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Service Agreement;
     3. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
     4. Include a statement to the effect that all members of the Consortium shall under the Service Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the Package.
7. MoU entered into, between the members of the Consortium shall be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.

Note: The Authority restricts a change in control of a Consortium, the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and after signing of the Service Agreement.

2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Service Agreement shall have overriding effect; provided however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Service Agreement.

2.1.4 The Financial Bid should be furnished in the format at *Appendix-VI*, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the words shall be taken into account.

2.1.5 Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid.

2.1.6 The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in the English language.

2.1.7 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.1.8 The Bidder should submit a Power of Attorney as per the format at *Appendix-II*, authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at *Appendix-III*.

2.1.9 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.10 A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.

2.1.11 The Authority requires that the Bidders, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Authority:

1. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
2. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an Authority’s contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Authority’s contract.

2.1.12 The following conditions shall be adhered to while submitting the Bid:

1. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
2. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

2.2 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 Site Visit and Verification of Information

2.3.1 Bidders are encouraged to submit their respective Bid after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, existing infrastructure, availability of power, water and other utilities, vehicles and equipment to be provided by the Authority, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. A vehicle inspection shall be organised by the Authority immediately after pre-bid meeting.

2.3.2 It shall be deemed that by submitting the Bid, the Bidder has:

1. Made a complete and careful examination of the RFP;
2. Received all relevant information requested from the Authority;
3. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in **Clause 2.3.1** above;
4. Satisfied itself about all matters, things and information including matters referred to in **Clause 2.3.1** hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
5. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in **Clause 2.3.1** hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement;
6. Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.4 Right to Accept or Reject Any or all Bids

2.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.4.2 The Authority reserves the right to reject any Bid if:

1. At any time, a material misrepresentation is made or uncovered, or
2. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/rejected.

2.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, including the right thereby granted by the Authority , that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into the Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Service Agreement or under applicable law.

2.4.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## B. DOCUMENTS

2.5 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with **Clause 2.7**.

**Invitation for Bids**

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Miscellaneous

**Schedules**

Schedule A: Project Information

**Appendixes**

I Letter of Bid

II Power of Attorney for signing of the Bid

III Power of Attorney for Lead Member of the Consortium

IV Technical Capacity of the Bidder

IV A Certificate for Technical Capacity of the Bidder

V Financial Capacity of the Bidder

VI Financial Bid

2.6 Clarifications

2.6.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail. They should send in their queries before the date specified in the schedule of Bidding Process contained in **Clause 1.3**. The Authority shall respond to the queries no later than 7(seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.

2.6.2 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications in writing or by email to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7 Amendment of RFP

2.7.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.7.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP. The published details on the said sources will be binding on the participating Bidders.

2.7.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## C. PREPARATION AND SUBMISSION OF BID

2.8 Format and Signing of Bid

2.8.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.8.2 The Bidder shall prepare 1 (one) original set of the Bid clearly marked as **“ORIGINAL”**. In addition, the Bidder shall submit 1 (one) copy of Bid which shall be marked as **“COPY”**. In the event of any discrepancy between the original and the copy the original shall prevail.

2.8.3 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.

2.9 Sealing and Marking of Bids

2.9.1 The Bidder shall submit the Bid in the form specified in **Clause 2.9.2**.

A Bidder shall submit the Bids in two separate envelopes.

**Envelope 1: “Key Submission”**

1. Letter of Bid in the prescribed format (*Appendix-I*) along with Annexes and supporting documents;
2. Bid Security;
3. Power of Attorney for signing the Bid as per the format at *Appendix-II*;
4. If applicable, Power of Attorney for Lead Member of Consortium as per the format at *Appendix-III*;
5. Memorandum of Understanding, in case of a Consortium;
6. Copies of:
7. In case of an individual, copies of PAN card, PF returns and ESI returns
8. In case of registered proprietorship firm, copies of PAN card, PF returns and ESI returns
9. In case of registered partnership firm, copies of registered partnership deed, PAN card, PF returns and ESI returns
10. In case of companies, copies of Memorandum of Understanding and Articles of Association, Certificate of Incorporation, PF returns and ESI returns
11. In case of registered society, copies of Registration Certificate from the Registrar of the State for Societies, Register of Members, PAN card and PF returns
12. Bidder’s duly audited balance sheet and profit and loss account for the preceding three years;

Qualification Submission

(g) Technical Capacity in the prescribed format (*Appendix-IV*)

(h) Certificate for Technical Capacity of the Bidder (*Appendix-IV A*)

(i) Financial Capacity in the prescribed format (*Appendix-V)*

**Envelope 2: “Financial Bid”**

2.9.2 The Bidder shall seal each of the above two envelopes of the Bid in separate covers and mark them as **“Original Qualification Submission”** and **“Original Financial Bid”**. The two sealed covers shall then be placed in a single outer cover, clearly marking the envelope as **“Original”**. Similarly, the copies of two parts of the Bids shall be sealed in separate envelopes and placed in a single larger cover, clearly marking the envelope as **“COPY”**. Both the original and the copy shall be placed in a single larger envelope and sealed. Then the envelopes shall clearly bear the following identification:

- Registered Sole Proprietor, Registered Partnership firm and Trusts can submit the certificate from the Chartered Accountant who audits their books of accounts.

**“**Bid for Selection of Service Provider for outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services for [*Name of the Authority*] in [*Name of the Location*]**”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.

2.9.3 The envelopes shall be addressed to:

Attn. of:

Designation:

Address:

Telephone No:

E-Mail Address:

2.9.4 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.9.5 Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10 Bid Due Date

2.10.1 Bids should be submitted before 1400 hours IST on the Bid Due Date, in the manner and form as detailed in this RFP at the address provided in **Clause 1.2.9** in the manner and form as detailed in this RFP and an acknowledgment/proof of delivery shall be obtained from the person specified in **Clause 2.9.3**.

2.10.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with **Clause 2.7** Amendment of RFP uniformly for all Bidders.

2.11 Late Bid

Bids received by the Authority after the specified time on the Bid Due Date and/or Due Date shall not be eligible for consideration and shall be summarily rejected.

2.12 Contents of Financial Bid

2.12.1 The Financial Bid shall be furnished in Envelope 2 in the format at *Appendix–VI*. and shall consist of the per trip basis Service Fee, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) per trip basis Service Fee sought by him, to undertake the Project in accordance with this RFP and the provisions of the Service Agreement. Any Financial Bid received in part or in incomplete form other than in Envelope 2, shall be considered as a non-responsive Bid and would be rejected.

2.12.2 The Project will be awarded to the Bidder quoting the lowest Service Fee.

2.13 Modifications/Substitution/Withdrawal of Bids

2.13.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be withdrawn by the Bidder on or after the Bid Due Date.

2.13.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **Clause 2.9**, with the envelopes being additionally marked **“MODIFICATION”**, **“SUBSTITUTION”** or **“WITHDRAWAL”**, as appropriate.

2.13.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date or Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.14 Rejection of Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation.

2.15 Validity of Bids

The Bid shall be valid for a period not less than 90 days (ninety) days from the Bid Due Date. The Validity of the Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. the Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.17 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

## D. BID SECURITY

2.18 Bid Security

2.18.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in **Clause 1.2.4**.

2.18.2 Bid Security in the form of a demand draft issued by a Scheduled Bank in India drawn in favour of the Authority, bank guarantee, fixed deposit receipt. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.18.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.18.4 Save and except as provided in **Clauses 1.2.4** above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.

2.18.5 The Selected Bidder’s Bid Security for the Project will be returned, without any interest, upon the Service Provider signing the Service Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.18.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in **Clause 2.18.7** herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.18.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Service Agreement, or otherwise, under the following conditions:

1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
2. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
3. In the case of Selected Bidder, if it fails within the specified time limit

1. To sign and return the duplicate copy of LOA;
2. To sign the Service Agreement; or
3. To furnish the Performance Security within the period prescribed thereof in the Service Agreement; or
4. In case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

# 3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Bids at the date, place, and time mentioned in **Clause 1.3** and **Clause 1.4**, in the presence of the Bidders who choose to attend.

3.1.2 The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bids.

3.1.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.1.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.2 Tests of Responsiveness & Evaluation for Qualification & Financial Bid

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

1. It is received as per the format at *Appendix-I* to *Appendix-VI* and its Annexures;
2. It is received by the Bid Due Date including any extension thereof pursuant to **Clause 2.10.2**;
3. It is submitted in the manner as stipulated in **Clause 2.9**;
4. It is accompanied by valid Bid security for the Project;
5. It is accompanied by the Power of Attorney as specified in **Clause 2.1.8**, as the case may be;
6. It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified);
7. It is accompanied by the Memorandum of Understanding (for Consortium), specific to the Project, as stipulated in **Clause 2.1.2(f)**;
8. It does not contain any condition or qualification; and
9. It is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Evaluation Parameters

3.3.1 The Bidder’s competence and capacity is proposed to be established by the following parameters:

1. Technical Capacity; and
2. Financial Capacity

3.4 Eligible Experience

3.4.1 To be eligible, a Bidder shall fulfil the following conditions of eligibility:

1. **Technical Capacity**: For demonstrating technical capacity and experience (the **“Technical Capacity”**), the Bidder shall meet the following criteria;
2. Bidder should be in the business of managing vehicles for collection and transportation of faecal sludge/municipal solid waste, of at least vehicles either owned or hired for at least one year during the past 3 (three) years preceding the Bid Due Date.
3. **Financial Capacity:** The Bidder shall satisfy the financial criteria (the **“Financial Capacity”**) provided below to demonstrate its Financial Capacity.
4. Bidder shall have an Average Annual Turnover of Rs. /- (Rupees only) in the last 3 years preceding the Bid Due Date.
5. Net Worth of the bidder for the latest financial year should be positive.

In case of a Consortium, the combined Technical Capacity and Financial Capacity of Members of the Consortium shall be considered.

3.5 Details of Experience

3.5.1 The Bidder should furnish the details of Eligible Experience for the past 3 (three) years preceding the Bid Due Date.

3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format of *Appendix-IV*.

3.6 Financial Information for Purposes of Evaluation

3.6.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last three financial year, preceding the year in which the Bid is made.

3.7 Evaluation of the Financial Bid

3.7.1 In this stage, the Financial Bid of all the Bidders qualifying in Technical Capacity and Financial Capacity will be opened in the order decided by Tender Scrutiny Committee set up for the same, in presence of the Bidders’ representatives who choose to attend.

3.7.2 The Authority may, at its discretion, either choose to accept the Service Fee of the Preferred Bidder or invite him for negotiations.

3.7.3 Upon acceptance of the Financial Bid of the Preferred Bidder with or without negotiations, the Authority shall declare the Preferred Bidder as the selected Bidder (the **“Selected Bidder”**).

3.7.4 In the event that two or more Bidders quote the same amount of Service Fee (the **“Tie Bidders”**), the Authority shall identify Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders who choose to attend.

3.7.5 After selection, a Letter of Award (the **“LOA”**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.7.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall submit Performance Guarantee and execute the Service Agreement within the period of 15 days. The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement.

3.8 Contacts During the Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

# 4. MISCELLANEOUS

4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [*Mention the name of the court under whose jurisdiction the Project is undertaken*] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

4.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
2. Consult with any Bidder in order to receive clarification or further information;
3. Retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by, or on behalf of any Bidder.

4.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

# SCHEDULE A: PROJECT DETAILS

A. Overview Map

Indicate service area for desludging, truck parking site and location of designated disposal site

B. Description of the Project

Background: Provide city background, households requiring desludging, expected number of desludgings per year, regulations/by-laws passed for FSM, licensing requirements, and any other relevant information.

Service description: Briefly describe the service required.

C. [*Name of the Authority*] Assets

The Vehicles set out herein are provided by [*Name of the Authority*] to the Service Provider which includes the items set out below:

|  |  |  |
| --- | --- | --- |
| **Particulars** | **Quantity** *(in Nos.)* | **Description** |
|  |  |  |
|  |  |  |
|  |  |  |

D. Designated Disposal Site

The details of disposal site are as set out below:

|  |  |
| --- | --- |
| **Designated disposal site** | **Location** |
| Designated disposal site | *Address:* |

:

# APPENDIX-I: LETTER OF BID

(To be on the letterhead of the Bidder/Lead Member of Consortium)

Dated:

[*Designation of the person],*

*[Name of the Authority],*

*[Address of the Authority*]

**Sub: Bid for Selection of Service Provider for Outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services in [*Name of the Location*]**

To,

|  |
| --- |
| Attn. of: |
| Designation: |
| Address: |
| Telephone No: |
| e-Mail Address: |

1. With reference to your RFP document dated , I/We, having examined the Bid Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct.

3. We certify that in the last three years, we/any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

4. I/We declare that:

* 1. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
  2. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  3. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

5 I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders.

6 I/We declare that we/any Member of the Consortium are/is not a Member of a/any other Consortium submitting a Proposal for the Project.

7 I/We certify that we are not barred by the Central/State Government, or any entity controlled by them, from participating in any project.

8 In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

9 The Service Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; Draft Service Agreement, our own estimates of costs and revenues and all the conditions that may affect the Proposal.

10 I/We agree to keep this offer valid for 90 (ninety) days from the Bid Due Date specified in the RFP.

Yours faithfully,

|  |  |
| --- | --- |
| Date: | (Signature of the Authorised signatory) |
| Place: | (Name and designation of the of the Authorised signatory) |
|  | Name and seal of Bidder/Lead Firm |

# ANNEX-I: DETAILS OF THE BIDDER

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number/mobile number:

(f) E-Mail Address:

(g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

5. In case of a Consortium:

1. The information above (1-4) should be provided for all the Members of the Consortium.
2. A copy of the Memorandum of Understanding, as envisaged in **Clause 2.1.2 (f)** should be attached to the Bid.

(c) Information regarding role of each Member should be provided as per table below:

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Name of Member** | **Lead Member / Member** |
| 1. |  |  |
| 2. |  |  |

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/Member of Consortium:

|  |  |  |  |
| --- | --- | --- | --- |
| **SI. No.** | **Criteria** | **Yes** | **No** |
| 1. | Has the Bidder/constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (DBOT or otherwise) |  |  |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of Bid. |  |  |

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary)

# APPENDIX – II: POWER OF ATTORNEY FOR SIGNING OF THE BID

(On a stamp paper of appropriate value)

Know all men by these presents, We…………………………………………….. (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (*name*), …………………… son/daughter/wife of ……………………………… and presently residing at

…………………., who is presently employed with us/the Lead Member of our Consortium and holding the position of ……………………………. , as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in respect of the Project provided in Letter of Bid for Selection of Service Provider for outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services in [*Name of the Location*] of [*Name of the Authority*], (hereinafter referred to as (the Authority) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

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

IN WITNESS WHEREOF WE, …………………………., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……… DAY OF …………., 2…..

For …………………………..

(Signature, Name, Designation and Address)

Witnesses:

1.

2.

(Notarized)

Accepted

…………………………… (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

# APPENDIX-III: POWER OF ATTORNEY FOR THE LEAD MEMBER OF A CONSORTIUM

(On a stamp paper of appropriate value)

Whereas the [*Name of the Authority*] has invited Bids from interested parties for Selection of Service Provider for Outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services in [*Name of the Location*] (**“**the **Project”**).

Whereas, …………………….., …………………….., and …………………….. (collectively the **“**Consortium**”**) being Members of the Consortium are interested in bidding for the Project listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ having our registered office at , M/s. , having our registered office at , and M/s. , having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, [*the respective names and addresses of the registered offices*] (hereinafter collectively referred to as the **“Principals”**) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s , having its registered office at , being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **“Attorney”**) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all businesses for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event, the Consortium is awarded the Right/Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/or upon award thereof till the Service Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …………………. DAY OF ……….20 ......

For\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name & Title)

For\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name & Title)

For \_\_\_\_\_\_\_\_\_\_\_\_

(Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

# APPENDIX–IV: TECHNICAL CAPACITY OF THE BIDDER

1. Experience in terms of Managing Vehicles for Collection and Transportation (Claimed in accordance with **Clause 3.4.1 (A)**)

|  |  |  |  |
| --- | --- | --- | --- |
| **Bidder Type** | **Name of the Project** | **Experience (Equivalent to number of Vehicles)** | |
|  |  | **Managing Vehicles for Collection and Transportation of Faecal Sludge** | **Managing Vehicles for Collection and Transportation of Municipal Solid Waste** |
|  | | **(Strikeout whichever is not applicable in the above)** | |
| **Single Entity Bidder** |  |  |  |
|  |  |  |
|  |  |  |
| **Consortium – Lead Member** |  |  |  |
|  |  |  |
|  |  |  |
| **Consortium – Other Member** |  |  |  |
|  |  |  |
|  |  |  |
| **Consortium – Other Member** |  |  |  |
|  |  |  |
|  |  |  |

Instructions:

1. Bidders are expected to provide information with respect to each project in this Appendix.

2. The Bidders should provide details of only those projects that have been undertaken by the Bidder under its own name.

3. A separate sheet should be filled for each project.

4. In case of Consortium Bidder, experience of any activity relating to a project shall not be claimed by two or more members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

# APPENDIX-IV A: CERTIFICATE FOR TECHNICAL CAPACITY OF THE BIDDER

Format for Certificate from the Client for Technical Capacity

1. Experience in terms of Managing Vehicles for Collection and Transportation (Claimed in Accordance with Clause 3.4.1 (A**))**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of ULB** |  | | |
| **Title of the project** |  | | |
| **Scope of the project** |  | | |
| **Name of the client** |  | | |
| **Project location** |  | | |
| **Term of the contract in months** |  | | |
| **Date of commencement** |  | | |
| **Date of completion** |  | | |
| **Number of vehicles used for collection and transportation of faecal sludge/ municipal solid waste (strike out whichever is not applicable)** | **Year 1** | **Year 2** | **Year 3** |
|  |  |  |

|  |
| --- |
| **Format for Certificate from the Client for Technical Capacity**  *(On the letterhead of the Client)*  Date:  **TO WHOMSOEVER IT MAY CONCERN**  This is to certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Bidder) has carried out the following activity:   1. Managed \_\_\_ vehicles either owned or hired, for collection and transportation of faecal sludge during the 3 years preceding Bid Due Date:   Year 1  Year 2  Year 3  or   1. Managed \_\_\_ vehicles either owned or hired, for collection and transportation of municipal solid waste during 3 years preceding Bid Due Date:   Year 1  Year 2  Year 3  ***[Strike out whichever is not applicable in the above]***  This certificate is being issued to be produced before \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Name of the Authority*), for the Project “Selection of Service Provider for Outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services in [Name of the Location]”.  Signature and Seal of the Authorised Signatory of the Client |

# APPENDIX-V: FINANCIAL CAPACITY OF THE BIDDER

(In Rs. )

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder type** | **Net worth**  **in the latest completed financial year** | **Average Annual Turnover for past three years** | | |
|  |  | **Year 1** | **Year 2** | **Year 3** |
| Single entity Bidder/Lead Member |  |  |  |  |
| Second Member of Consortium |  |  |  |  |
| Third Member of Consortium |  |  |  |  |
| **Total** |  |  |  |  |

Name & Address of Bidder’s Bankers:

Instructions:

1. A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Consortium Members.

2. Bidder shall submit turnover details.

3. The Bidder/its constituent Consortium Members shall attach copies of the Balance Sheets, Financial Statements and Annual Reports for the last three financial years. The financial statements shall:

(a) Reflect the financial situation of the Bidder or Consortium Members;

(b) Be audited by a statutory auditor/chartered accountant in case of individuals, registered sole proprietorship firm and registered partnership firm;

(c) Be complete, including all notes to the financial statements; and

(d) Correspond to accounting periods already completed and audited

(no statements for partial periods shall be requested or accepted).

4. The Bidder shall provide a Statutory Auditor’s/Chartered Accountant’s Certificate specifying the turnover [*Chartered Accountant specified Turnover*] and net worth of the Bidder.

5. Experience (Technical Capacity and Financial Capacity) of only the Bidder shall be considered. Experience of associate company/parent company/subsidiary company shall not be considered for the qualification purposes.

# APPENDIX-VI: FINANCIAL BID

(To be submitted on Letterhead of the bidder and in case of Consortium, on the letterhead of the Lead Member)

Date:

To:

[Designation],

[*Name of the Authority*],

[Address].

**Sub: Bid for Selection of Service Provider for outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services in [***Name of the Location***].**

**Ref: Your Notification No: dated .**

Dear Sir,

Having gone through this RFP document and the Draft Service Agreement and having fully understood the Scope of Work for the Project, as set out by [*Name of the Authority*] in the RFP document, I/We are pleased to inform you, that we would seek a Service Fee as set out below for carrying out the Project envisaged under the Scope of Work indicated in this RFP document and Draft Service Agreement.

|  |  |
| --- | --- |
| **Amount (Rs.) per Trip Basis** | |
| **(In figures)** | **(In words)** |
|  |  |

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

Yours faithfully,

For and on behalf of (Name of Bidder).

*Duly signed by the Authorised Signatory of the Bidder*

*(Name, Designation and Address of the Authorised Signatory)*



# VOLUME 2: DRAFT SERVICES AGREEMENT

**For Outsourcing the operation of ULB- owned desludging vehicles for providing on-demand desludging services for [3 or 4 or 5] years for [*Name of the Authority*] in [*Name of the Location*]**

**[*Month and Year*]**

**[*Name of the Authority*]**

# AGREEMENT

**between**

**[Name of the Authority]**

**acting through**

**its Authorised Officer on this behalf**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[Service Provider]**

**FOR**

**Outsourcing the operation of ULB owned desludging vehicles for providing on-demand desludging services for [3 or 4 or 5] years by**

**[Name of the Authority] in [Name of the Location]**

This Service Agreement mutually agreed and entered into on this [*insert the month*], [*insert the year*] at [*insert place*],

**BETWEEN**

[*Insert Name of the Authority*]1 having its office at [*Address of the Authority*] acting through [Insert the designation of the authorised person on behalf of the Authority], hereinafter referred to as **“the Authority”** which expression, shall unless repugnant to the context, include its administrators, successors and assigns, OF THE ONE PART,

**AND**

[*Insert name of the Successful Bidder*], (hereinafter referred to as **“The Service Provider”**, having its [*registered*] office at through its authorised representative , which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), OF THE OTHER PART.

[\*Note: If the Successful Bidder consists of more than one entity, the above should be partially amended to read as follows:

**“**A consortium consisting of the following entities, each of which will be jointly and severally liable to the Authority for all The Service Provider's obligations under this Agreement, namely, [*Insert name of the Lead Member*] and [Insert name of the Other Member(s)] represented by [*Insert name of the Lead Member*] having its registered office at through its authorised representative \_, (hereinafter called **“The Service Provider”**) which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), OF THE OTHER PART].

**WHEREAS:**

1. The Authority is responsible for ensuring improved sanitation practices and systems in the areas falling under its jurisdiction. Government of India (**GoI**) through the Ministry of Housing and Urban Affairs (**MoHUA**) has launched a National Policy on Faecal Sludge and Septage Management (**FSSM**) in 2017 and encouraged States to set up systems towards the safe collection, treatment and disposal of all human waste that is collected from on-site sanitation systems. In accordance with this, to provide improved sanitation practices and systems, the Authority has decided to engage a private entity for collection and transportation of Faecal Sludge (the **“Project”**). The objective of the Project is to tackle the health and environmental hazard caused when human excreta is not collected, transported or disposed safely.

2. Pursuant thereto, the Authority had invited proposals by its Request for Proposals dated [……] (**the “Request for Proposals” or “RFP”**) for selecting bidder for implementation of the Project, and had received Proposals from certain bidders including, inter alia, the Service Provider.

3. After evaluation, the proposal submitted by the Service Provider was accepted and a Letter of Award/ Work Order bearing No. dated issued *by the Authority* to the Service Provider requiring, inter alia, the execution of this Agreement.

1 Provisions in the square parenthesis shall be filled or modified suitably

NOW THEREFORE the Parties agree as follows:

1. Definitions and Interpretations

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

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

**“Agreement Date”** means the date of this Agreement.

**“Agreement Period”** means and is limited to the period commencing from the Agreement Date and ending with the Termination Date.

**“Applicable Law”** means all laws including Municipal Solid Waste (Management & Handling) Rules, 2016, Minimum Wages Act 1948, Workmen’s Compensation Act 1923, Contract Labour (Regulation & Abolition) Act, 1970, Child Labour (Prohibition and Regulation) Act, 1986, The Prohibition of Employment of Manual Scavengers and their Rehabilitation Act, 2013 and such other laws, in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project or/Service Provider.

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

**“Authority Assets”** means the items set out in **Schedule 1** which the Authority will hand over to the Service Provider for the Project on as-is-where-is basis.

**“Authority Event of Default”** means an event of default by the Service Provider as defined in **Clause 7.2**.

**“Authority’s Representative**” refers to a third-party agency appointed by the Authority or one or more of its officers as its representative to monitor the activities of the Service Provider, as described in **Clause 4.3**.

“**Compensatory Payment”** is the amount paid by the Authority for shortfall in the number of trips as defined in **Clause 5.2**.

**“Designated Account”** shall mean the account to be opened by the Authority in a scheduled bank as defined in **Clause 5.3**.

**“Designated Disposal Facility”** means the treatment and disposal facility designated by the Authority where the Faecal Sludge collected by the Service Provider from the Service Area under this Agreement are required to be transported and handed over for the purpose of disposal.

**“Force Majeure”** or **“Force Majeure Event”** shall have the meaning ascribed thereto in **Clause 6.1**.

**“FSM Complaints Register”** that shall relevant information including the action and time taken for complaint redressal by the Service Provider.

**“Implementation Plan”** shall have the meaning ascribed thereto in **Clause 3.2(a)**.

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

**“Minimum Guaranteed Trips”** as guaranteed by the Authority and defined in **Clause 5.2**.

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

**“Penalties”** shall mean the damages payable by Service Provider to the Authority, as set forth in this Agreement and shall be as set out in **Schedule 8.**

**“Performance Security”** means the bank guarantee, or a cashier’s cheque, or Banker’s certified cheque, or crossed demand draft, or pay order submitted by the Service Provider in accordance with **Clause 3.1** for performance of its obligations under this Agreement.

**“Personnel”** means the staff deployed by the Service Provider to perform the obligations of the Service Provider under this Agreement.

**“Project”** means outsourcing of desludging vehicles owned by the Authority to the Service Provider for carrying out On-Demand desludging of pits/septic tanks, and transportation of faecal sludge from the Service Area in accordance with the provisions of this Agreement.

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

**“Service”** means the work performed by the Service Provider Pursuant to this Agreement. Project and Service are interchangeably used in this Agreement.

**“Service Area”** means the areas detailed out in **Schedule 1**.

**“Service Fee”** means the fee authorised to the Service Provider by the Authority to charge users per trip as defined in Clause 5.1

**“Service Provider Event of Default”** means an event of default by the Service Provider as defined in **Clause 7.1**.

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

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

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

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

**“Vehicles”** means the desludging vehicles as set out in **Schedule 1** provided by the Authority under this Agreement for the purpose of undertaking faecal sludge collection in the Service Area and transportation to the Designated Disposal Facility by the Service Provider.

2. Agreement Period

The terms of this Agreement shall be for a period of years (years in words) commencing from the Agreement Date (the **“Agreement Period”**).

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

3. Obligations of the Service Provider

3.1 Performance Security

1. The Service Provider shall, for the performance of its obligations hereunder during the Agreement period, provide to the Authority, simultaneously with the execution of this Agreement, a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order in favour of the Authority, or an irrevocable and unconditional bank guarantee from a scheduled bank acceptable to the Authority for a sum of [Rs. \_\_\_\_\_\_\_ 2 (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only)] in the form set forth in Schedule 9 (**“Performance Security”**). Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider.
2. The Performance Security shall be in force and effect for a period of [one month] after the expiry of this Agreement.
3. If during the term of this Agreement, the Service Provider is in default of performance of its obligations under this Agreement, the Authority shall, without prejudice to its other rights and remedies herein or as per applicable Law, be entitled to appropriate the Performance Security.

3.2 Preparation of Implementation Plan

1. Within [15 days] of the date of this Agreement, the Service Provider shall submit to the Authority for its approval a plan indicating in sufficient details the following (**“Implementation Plan”**) as per **Schedule 3**

(b) Within 7 days from the receipt of comments/suggestions on the Implementation Plan, the Service Provider shall both incorporate the same and submit the revised Implementation Plan. In case, no comments/suggestions are received from the Authority for a period of 7 days from the date of submission of the Implementation Plan, it shall be considered as deemed approval of the Implementation Plan.

3.3 Deployment of Personnel and Equipment

The Service Provider shall, within a period of 7 (seven) days from the date of approval of Implementation Plan, deploy at its own cost and expenses, adequate personnel, equipment, accessories, tools, tackles, monitoring system, grievance redressal mechanism in accordance with the Implementation Plan and shall commence activities in the Service Area relating to desludging of septage, collection and transportation thereof to the Designated Disposal Facility in accordance with the terms of this Agreement and as per the Standard Operating Procedure set out in **Schedule 6**.

The Authority shall own and have the right to access live and on demand, all data from a GPS device fitted on the vehicles provided.

3.4 Obligation Relating to Desludging and Transportation

1. The Service Provider shall be responsible for fulfilling requests for desludging of septic tanks/single pits from all residential areas, commercial/office areas, hospitals, hostels, apartment complexes in the Service Area in accordance with the Scope of Work provided in **Schedule 2**;
2. As directed by the Authority the Service Provider, is required to empty the septic tank/single pits for the households/commercial establishment on priority basis in the case of an emergency request;
3. The Service Provider shall be responsible for conducting desludging operations in a safe manner, especially for the workers, and efficiently without unduly impeding traffic.
4. The Service Provider shall adhere to the applicable Technical Specifications in **Schedule 5** and Standard Operating Procedures as documented in **Schedule 6**
5. The Service Provider shall ensure uninterrupted communication with the Authority/Sanitation Cell and shall collect the copy (in electronic or print form) of Desludging Request Register from the Authority on daily basis.
6. The Service Provider shall provide desludging services to the customers who have registered their request with the Sanitation Cell as per the serial number maintained in the Desludging Request Register. Exceptions may be made in consultation with the Authority when a property is inaccessible or when an emergency request is raised.
7. The Service Provider shall dispose the Faecal Sludge only at the Designated Disposal Site;
8. The Service Provider is responsible for duly filling and obtaining all signatures on the FSM Customer Service Form in hard copy and/or on mobile app as applicable.
9. The Service Provider shall at the end of each month prepare and submit a report viz. **“**Monthly Report**”** containing relevant information along with the monthly invoice to the Authority accompanying all the **“**FSM Customer Service Forms**”** with respect to each of the desludging taken up by the Service Provider in that month.
10. The Service Provider is expected to meet the service levels expectations described in **Schedule 8**. Failure to do so may attract penalties as prescribed.

3.5 Grievance Redressal

1. The Service Provider shall ensure redressal of customer complaints such as incomplete service, spillage in the house or streets etc. within the specified timeline as per the complainant register maintained by Sanitation Cell within 48 hours. Non-compliance therefor shall attract the penalty as provided in **Schedule 8**.
2. The Service Provider shall submit details of grievances received and addressed along with the monthly invoice to the Authority as per Monthly Report;

3.6 Insurance

The Service Provider shall provide, in the joint names of the Authority and the Service Provider, Insurance Cover(s) for the following:

(a) loss of or damage to Vehicles (comprehensive all risk insurance) and Equipment; and

(b) personal injury or death of Authority Staff, Service Provider Staff or third parties.

Policies and certificates for insurance shall be delivered by the Service Provider to the Authority. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Service Provider does not provide any of the policies and certificates required, the Authority may issue the insurance, which the Service Provider should have provided and recover the premiums the Authority has paid from payments otherwise due to the Service Provider.

3.7 Other Obligations

The Service Provider shall:

1. Provide training to the personnel deployed under this Agreement for undertaking services as per the Standard Operating Procedure set out in **Schedule 6**;
2. Undertake regular maintenance of vehicles (as per **Schedule 2** and **Schedule 3**) at their cost and minor repairs not exceeding [Rs.1,000 (Rupees thousand) per month], to ensure continued operation and availability of the Vehicles as per the Service Level (**Schedule 8)** requirements during the Agreement Period;
3. Bear cost towards the consumables required for the cesspool vehicles including fuel and regular maintenance costs;
4. Have a valid labour license, EPF and ESI registration;
5. Ensure that the personnel deployed under this Agreement wear uniform with the logo of the Service Provider and carry a photo identity card during working hours and produce the same on demand by the household/property owners whose septic tanks/single pits are cleaned by the Service Provider under this Agreement;
6. Ensure that the drivers of the cesspool vehicles have a valid driving license and carry the registration certificate, emission certificate, vehicle insurance certificate and all other documents of the vehicles as per required by the RTO and applicable laws;
7. Ensure that the information about the Authority, helpline number, rate for services are displayed on all the cesspool vehicles used for desludging;
8. Ensure that desludging activities are carried out only through the suction emptier truck/vehicle provided by the Authority;
9. Comply with the Applicable Laws in discharge of its obligation under this Agreement and shall ensure that the personnel deployed are in compliance with the Applicable Laws including Minimum Wages Act, The Contract Labour Regulation and Abolition Act, The Child Labour Act, The Workmen’s Compensation Act;
10. Indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Service Provider of any of its obligations under this Agreement or on account of failure to comply with Applicable Laws and Applicable Permits;
11. Keep all information relating to households/commercial establishments which is shared by the Authority confidential and not disclose any part of such confidential information to any person except those personnel deployed for carrying out the Services under the Agreement.

4. Obligations of the Authority

4.1 Handing over of Vehicles

1. The Authority shall within [7 (seven)] days of the Agreement Date handover the Vehicles described in **Schedule 1** to the Service Provider for carrying out the Services.
2. The Authority shall identify a location for parking of Vehicles and any cost for the same shall be borne by the Authority.
3. Provide facilities for personnel deployed to change clothes/uniform and washroom etc.
4. The Parties shall within [2 (two)] days from the Agreement Date conduct a joint inspection of the Vehicles to be handed over to the Service Provider and record the condition of the vehicles.
5. The Authority may install GPS to all the Vehicles with the suction emptier.

4.2 Registration of Desludging Requests

(a) The Authority shall establish a **“Sanitation Cell”** to register customer requests in the format provided in Schedule 4 A for desludging of septic tanks/single pits in the Service Area. This centre shall also work as a customer complaints redressal centre.

(b) The Authority shall ensure that the Sanitation Cell registers the requests in a separate register to be maintained for this purpose called **“Desludging Request Register”** and on receipt of a request by a household/commercial establishment for desludging, the same is entered in the registry in order of requests.

(c) The Authority shall ensure that the Sanitation Cell is equipped with a telephone/mobile helpline number to enable registration of requests/complaints by customers.

4.3 Authority’s Representative

(a) The Authority may appoint one or more of its officers or a third-party agency as its representative (**“**the **Authority’s Representative(s)”)** to monitor the activities of the Service Provider.

(b) The Authority’s Representative may conduct inspection on a regular basis to assess adherence to the Scope of Work **(Schedule 2)** and compliance to Service Levels **(Schedule 8)**, Technical Specifications **(Schedule 5)**, and Standard Operating Procedures (**Schedule 6)** by the Service Provider, and may take suitable action, including levying of penalties as prescribed for non- compliance. Any notice/instruction given by the Authority’s Representative(s) in writing shall be valid and binding on the Service Provider, who shall attend to the same within the time as notified by the Authority’s Representative(s).

(c) The Authority’s Representative(s) shall be responsible for monitoring to ensure timely desludging as per the Desludging Request Register **(Schedule 4)**.

(d) The Authority’s Representative(s) monitor the movement of the Vehicles by the Service Provider to ensure that the Faecal Sludge collected by the Service Provider is not dumped into any sites/area other than the Designated Disposal Facility.

(e) The Authority’s Representative(s) shall be responsible for regular monitoring to ensure timely redressal of the complaints registered with the Sanitation Cell by the Service Provider.

(f) The Authority’s Representative(s) shall review and approve the monthly reports **(Schedule 7)** submitted by the Service Provider.

4.4 Other Obligations

The Authority shall:

1. Bear the cost of major repairs, breakdowns and parts’ replacement for the Vehicles and equipment provided to the Service Provider under this Agreement **(Schedule 1)**.
2. Provide a designated desludging site of adequate capacity for Service Providers to safely dispose Faecal Sludge collected.
3. Prepare and implement a Training Plan for the personnel deployed by the Service Provider.
4. Provide necessary assistance to the Service Provider in securing Applicable Permits.
5. Maintain an **“FSM Complaints Register”** containing relevant information including the action and time taken for complaint redressal and communicate the complaints received to the Service Provider in a timely manner.
6. Indemnify, defend and hold the Service Provider harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Service Provider's obligations under the Service Agreement or this Agreement, other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.
7. Make payments to the Service Provider in accordance with the provisions of this Agreement.
8. Provide Vehicles and equipment to the Service Provider in proportion to the increase in the requirement for Service.

5. Payment Terms

5.1 Collection of Service Fee

1. Subject to the provisions of this Agreement and in consideration of the Service Provider undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Authority authorises the Service Provider to charge and collect a fee (**“Service Fee”**) of Rs. (Rupees only)3 per trip from the users.
2. The Service Provider shall mandatorily submit a Monthly Report and prescribed supporting documents as per **Schedule 7**. In addition, subject to **Clause 5.2**, the Service Provider shall, based on the number of trips undertaken in the given month and deductions due to penalties, if any, in accordance with the terms of this Agreement, submit its invoice by the 7th (seventh) day of the succeeding month.

5.2 Minimum Guaranteed Trips

The Authority guarantees [ ] number of trips every quarter (**“Minimum Guaranteed Trips”**). If the number of requests for desludging registered with the Sanitation Cell for the given quarter is less than the Minimum Guaranteed Trips, the Authority shall calculate the shortfall and pay to the Service Provider Service Fee for number of shortfall trips at the end of each quarter (**“Compensatory Payment”**).

1. The Authority shall, subject to the submission of an invoice by the Service Provider in the manner set out in **Clause 5.1(b)**, make the payment of the Service Fee within 15 (fifteen) days of receipt of the invoice. Any delay in the payment of the Service Fee shall attract an interest of 8% per annum.
2. In case of a dispute, the undisputed amount will be released to the Service Provider and the disputed amount shall be verified and if found in order, be paid along with the amount payable by the Authority against the bill(s) of the following month.

3 Amount quoted by the Service Provider in his Financial Offer

5.3 Payment Mechanism

1. Within 15 days from the date of the Agreement, the Authority shall open an account in a scheduled bank (**“Designated Account”**) and deposit an amount equivalent to 3 months’ Service Fee for the Minimum Guaranteed Trips.
2. Upon withdrawal of funds from the Designated Account by the Service Provider, within 10 days of such withdrawal/payment, the Authority shall replenish the Designated Account to the original level, equivalent to 3 months Service Fee once again.
3. Payments of Service Fees to the Service Provider shall be made by way of account payee cheque into the Designated Account.

5.4 Penalties

Penalties levied on the Service Provider as per Service Levels and Penalties Schedule, as set out in **Schedule 8**, shall be deducted from the Compensatory Payment under **Clause 5.2**, if applicable. If the penalties exceed the Compensatory Payment payable to the Service Provider under this Agreement the remaining amounts shall be deducted from the Performance Security.

6. Force Majeure Event

6.1 If either Party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, government actions, etc.) (“Force Majeure Event”), then the Party shall not be in default of this Agreement provided that the Party affected by such event:

1. As soon as possible notifies the other Party about the Force Majeure Event; and
2. Has taken all reasonable precautions, due care and alternative measures in order to carry out the terms and conditions of this Agreement.

6.2 Each Party agrees to use all reasonable efforts to enable performance under this Agreement after occurrence of Force Majeure Event.

6.3 If the Service Provider fails to provide services due to a Force Majeure Event, the Authority shall extend such time frame for a period equal to the time during which the Service Provider is unable to perform services as a result of the Force Majeure Event.

6.4 If a Force Majeure Event subsists for a period of [60 (sixty) days], either Party may at its sole discretion, terminate this Agreement by giving [15 (fifteen) days] termination notice in writing to the other Party.

6.5 If the termination is on account of any of the Force Majeure Events, the Authority shall not make any Termination Payment to the Service Provider. However, the Performance Security shall be returned to the Service Provider.

7. Events of Default and Termination

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

7.1 Service Provider Event of Default

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

1. The Performance Security has been encashed and appropriated and the Service Provider fails to replenish or provide fresh Performance Security.
2. The condition for contract termination specified in the Service Levels and Penalties **Schedule 8** is triggered.
3. The Service Provider has sub-contracted part or whole of its obligations under this Agreement.
4. The Service Provider has repudiated or abandoned the Project.
5. The Service Provider is adjudged bankrupt or insolvent.
6. The Service Provider commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.

7.2 The Authority Event of Default

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

1. The Authority has failed to provide the Vehicles within 7 days from the Agreement Date.
2. The Authority has failed to maintain the Designated Account as set out in **Clause 5.3**.
3. The Authority has failed to make any of the due payments to the Service Provider and more than 90 (ninety) days have elapsed since such default.
4. The Authority has repudiated this Agreement.
5. The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Service Provider.

7.3 Termination Due to Event of Default

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

Provided that for an event which is not curable in nature, the Final Termination may be issued by the non- defaulting Party without issuing the Preliminary Termination Notice.

* 1. Termination Payments

1. Upon termination of this Agreement on account of Service Provider Event of Default, the Service Provider shall not be entitled to any compensation from the Authority and the Performance Security will be forfeited.
2. Upon Termination of this Agreement on account of the Authority Event of Default, the Authority shall

1. Make all payments due to the Service Provider and promptly return to the Service Provider the Performance Security, and
2. In addition, pay the total Service Fee of an amount equal to one month’s Minimum Guaranteed Trips.

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

7.5 If the Service Provider dies during the Agreement Period, then the Authority may at its discretion and being satisfied that the legal representatives of the Service Provider is capable of completing the incomplete part of the Agreement, replace the Service Provider with its legal representative through the execution of a necessary supplemental agreement4

7.6 Rights of the Authority on Termination

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

7.7 Accrued Rights of Parties

Notwithstanding anything contained in this Agreement, termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party. The rights and obligations of either Party under this Agreement, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

8. Hand back of the vehicles

8.1 Ownership

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

8.2 Service Providers Obligation to Hand Back the Vehicles

Upon the termination of the Agreement or expiry of the Agreement Period be efflux of time and in the normal course, the Service Provider shall hand back peaceful possession of the Vehicles free of cost and in good operating condition.

9. Dispute Resolution

9.1Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.

9.2 Any dispute arising out of this Agreement or relating to the Agreement including on the breach or invalidity of any of the provisions thereof or of the performance of the Services, which cannot be amicably settled between the Parties as above shall be finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be in English and the place of arbitration shall be in \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The award shall be final and binding upon the parties.

10. Miscellaneous

10.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at (Insert Court Jurisdiction applicable to the Service Area/Authority) shall have jurisdiction over all matters arising out of or relating to this Agreement.

10.2 Amendments

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

10.3 Notices

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

If to [*Name of the Authority*]:

[*Designation*,

*Name of the Authority,*

*Address,*

*Phone No:*]

If to the Service Provider: [Insert name and address] Phone No.

Email id.

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

1. In the case of any communication made by letter, when delivered by hand, by courier or by mail (registered, return receipt requested) at that address, and
2. In the case of any communication made by email, when transmitted properly addressed to such email id.

10.4 Counterparts

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

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

SIGNED SEALED AND DELIVERED

For and on behalf of [*Name of the Authority*] by: (Signature)

(Name)

(Designation)

For and on behalf of Service Provider by: (Signature)

**WITNESSES**

In the presence of:

1. 2)

# SCHEDULE 1: PROJECT DETAILS

[Authority to provide all project details as indicated in this Schedule. More details may be added where relevant.]

I Overview Map of the Service Area

[Map of the Service Area to be covered under the Project]

The Service Provider would be required to undertake the desludging, collect and transport the Faecal Sludge from each of the households falling within the Service Area.

II Data from Service Area - Wards and Zone List

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Ward No** | **Ward Name** | **Zone** | **Population** | **Number of Households** | **Toilet Coverage with Type of OSS** | **Sewerage Coverage** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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III. Vehicles and Equipment Provided by [*Name of the authority*] to the Service Provider

**1. Details of Trucks - Description, Specifications, Age, Number**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Specification** | **Age of the Vehicle** | **Quantity (in Nos.)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

2. Details of Other Equipment (ex: booster pump) - Description, Specification, Number

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Specification** | **Age of the Equipment** | **Quantity (in Nos.)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

3. Maintenance Plan for Undertaking Regular Maintenance of Vehicles and Equipment Deployed for the Project

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Regular servicing** | **Special servicing** | **Other Maintenance Requirements** |
| Vehicle 1 |  |  |  |
| Vehicle 2 |  |  |  |
| Equipment 1 |  |  |  |

The authority will provide copies of maintenance logs for each vehicle upon request

IV. Designated Disposal Site

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

|  |  |
| --- | --- |
| **Item** | **Designated Location** |
| Faecal Sludge Disposal Site | Address: |
|  |
| GPS co-ordinates: |  |

# SCHEDULE 2: SCOPE OF WORK

1. Overview – the Service Provider will be responsible for

1. Operating the vehicles provided by the Authority.
2. To provide safe emptying, transport and disposal of Faecal Sludge.
3. As per desludging requests received from households/properties with on-site sanitation systems in the project service area.

2. Operation of Desludging Vehicles

* 1. The Service Provider will be required to operate vehicles provided by the Authority.
  2. The Service Provider will be responsible for providing the necessary tools and consumables for desludging, including all fuel costs.
  3. The Service Provider will deploy adequate personnel to carry out the desludging operations with at least 1 driver and 1 worker for each vehicle provided by the Authority.
  4. The wages/salaries, benefits and all other costs pertaining to the personnel deployed would be borne by the Service Provider.
  5. The Service Provider shall be responsible for general preventive maintenance (as described in Table 1 and Table 2) and minor repairs, as per the agreement, to ensure the vehicles and vacuum pump are in good working condition throughout the project period.
  6. The Service Provider shall also buy adequate insurance for the vehicles as prescribed in this agreement.

Table 1: General Preventive Maintenance of Trucks

|  |  |
| --- | --- |
| **Item** |  |
| Change oil and oil filter |  |
| Lubricate chassis, steering, suspension and driveline |  |
| Check belts, hose end fill fluid levels and accordingly replace |  |
| Drain fuel filter/water separator |  |
| Rotate tires and adjust air pressure |  |
| Check brakes and accordingly replace |  |
| Replace external fuel filters |  |
| Inspect engine air filter restriction gauge and replace filter |  |
| Replace cabin air filter |  |
| Replace front and rear differential fluid |  |
| Replace transfer case fluid |  |
| Transmission service |  |
| Coolant replacement |  |

Table 2: General Preventive Maintenance of Vacuum Pump

|  |  |
| --- | --- |
| **Item** | **Maintenance schedule** |
| Replace the oil | Once every 6 months or as per manufacturer’s specification, whichever is early. |
| Frequently check the colour of the oil - if reddish brown or dark brown or cloudy/milky white colour, replace it immediately. |
| Oil leakage | Replace seals. |
| Abnormal sound or vibrations | Check nuts and bolts for looseness. |

3. Safe Desludging Services

* 1. The Service Provider shall adhere to the Standard Operating Procedures at all times during operations.
  2. The Service Provider shall be responsible for the safety of the personnel deployed and shall provide them with proper personal protective equipment (PPE) as specified in **Schedule 5**.
  3. The Service Provider shall train the personnel on a regular basis for carrying out their responsibilities safely and effectively, including the consistent use of PPE.
  4. The Service Provider is responsible for safely transporting the Faecal Sludge to the designated disposal site.
  5. Any spillage or accident during the course of desludging, transport or disposal shall be reported to the Authority immediately. The Service Provider as directed by the Authority shall take adequate steps to address the spillage or accident promptly.
  6. The Service Provider shall dispose the Faecal Sludge only at the designated disposal site or, in case that is not possible, as per the specific directions of the Authority.

4. On-Demand Desludging of Septic Tanks/Single Pits

1. The Service Provider shall distribute pamphlets containing the phone number for registering desludging requests and desludging fee per trip payable to the Service Provider. The cost for these pamphlets will be borne by the Authority.
2. If a septic tank/single pit is inaccessible and hence cannot be desludged, the Service Provider will report the same to the Authority and request for proper equipment to carry out the desludging.
3. The Service Provider, upon the direction of the Authority, will prioritize emergency desludging requests, out of schedule, from the households/properties making such requests.
4. The Service Provider will collect a fixed desludging fee directly from the user for each emptying and transport trip made to designated disposal site.
5. The Service Provider should not desludge or dispose at the designated disposal site any non- domestic sludges from any source.

5. Reporting & Billing

1. The Service Provider must collect signatures from all the households/property owners whose septic tanks are cleaned by the Service Provider and from the staff of the designated disposal site where the Faecal Sludge is disposed in the template provided in **Schedule 4**. The filled form must be submitted to the Authority.
2. The Service Provider must inform the Authority of all households/properties for which the Service Provider was unable to complete the service request, after having contacted them at least twice. This information has to be submitted by the Service Provider to the Authority as part of the monthly reports.
3. The Service Provider should submit monthly reports as per **Schedule 7**.

6. Hand Back of Vehicles

The vehicles and equipment issued by the Authority have to be handed back in good working condition at the end of the project period.

# SCHEDULE 3: IMPLEMENTATION PLAN

This document provides guidance on the minimum expected content of the Implementation Plan document to the Service Provider. The guidance provided is indicative and the Service Provider may add additional details to provide clarity.

A. Plan for Emptying and Transportation

1. Personnel to be deployed by the Service Provider

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Activity** | **Role and Qualification** | **Minimum Requirement**  *(in No.)* |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |

**Note:** The Service Provider shall adhere to the minimum requirement set out in the table above after taking into account scope of work in **Schedule 2**

2. Tools & Equipment to be provided including personal protective equipment

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Equipment** | **Specification & Frequency of Replacement** | **Remarks** |
|
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |

3. Maintenance plan for each vehicle and equipment as required

The undersigned being duly authorised does hereby certify to the accuracy of information provided.

Name and Signature of Service Provider

5 As per the price bid from the Service Provider

# SCHEDULE 4: TEMPLATE FORMS

(For use by Authority/Service Provider during project activities)

A. Desludging Request Register

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Item Description** | **Entry** |
| 1 | Serial Number or Service Request Number |  |
| 2 | Form Number (Same Form Number as in the FSM Customer Service Form) |  |
| 3 | Name of the Customer |  |
| 4 | Phone Number |  |
| 5 | Address |  |
| 6 | Property Tax Number |  |
| 7 | Ward/Zone/Division |  |
| 8 | Type of Access Cover | ❏    Access Hole (manhole) |
| ❏    Cement Slab |
| ❏    No Access |
| ❏    Retrofitted Access Point |
| 9 | Date and Time of Request Received |  |
| 10 | Request Received Via | ❏    Telephone |
| ❏    In Person Request |
| ❏    Mobile App |
| ❏    Website |
| ❏    Others\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 11 | Any Remarks or Instructions from Customer |  |
|  | **To be completed after receiving completed copy of FSM Customer Service Form** | |
| 12 | Was the Request Attended? | ❏    Yes |
| ❏    No |
| 13 | Date of Desludging |  |

B. FSM Customer Service Form

Form No\_\_\_\_\_\_\_\_

Service Fee/Fixed tariff per trip 5\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1 Desludging Service Form

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Item description** | **Entry** |
| 1 | Serial Number or Service Request Number |  |
| 2 | Name of the Customer |  |
| 3 | Phone Number |  |
| 4 | Address |  |
| 5 | Property Tax No. |  |
| 6 | Ward/Zone/Division |  |
| 7 | Type of Access Cover | ❏    Access hole (manhole) |
| ❏    Cement Slab |
| ❏    No Access |
| ❏    Retrofitted Access Point |
| 8 | Date and Time Request Received |  |
| 9 | Request Received Via | ❏    Telephone |
| ❏    In Person Request |
| ❏    Mobile App |
| ❏    Website |
| ❏    Others\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 10 | Any Remarks or Instructions from Customer |  |

Name & Signature of the official assigning desludging request

2 Service Provision Form

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Item Description** | **Entry** |
| 1 | Reason, if desludging could not be completed | ❏    Customer did not respond |
| ❏    Narrow lane, no access |
| ❏    No access to pit/tank |
| ❏    Other |
| 2 | Desludging Date and Time |  |
| 3 | Containment Structure | ❏    Septic tank |
| ❏    Pit latrines |
| ❏    Other |
| 4 | Type of Property | ❏    Residential |
| ❏    Commercial/Institution |
| ❏    Hotels/Restaurants/Other Large Kitchens |
| ❏    Public Toilet |
| ❏    Others |
| 5 | Vehicle Desludging License Number |  |
| 6 | Any other remarks (please include any damage to structure in description) |  |

3 Customer Feedback – to be filled by customer by hand

How satisfied are you with the toilet pit or septic tank emptying service provided?

Name & Signature of Property Owner

4 Faecal Sludge Disposal Information

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Item Description** | **Entry** |
| 1 | Date & Time of Disposal |  |
| 2 | Did the designated disposal site accept Faecal Sludge? | ❏    Yes |
| ❏    No |
| 3 | If No, please provide reasons | ❏    Not domestic sludge |
| ❏    Plant treatment capacity met for the day |
| ❏    Plant shutdown for maintenance |
| ❏    Others\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4 | If Yes, volume of Faecal Sludge received in litres |  |

Name and Signature of Authorised Treatment Plant Operator Signatory and title:

If the designated disposal site did not accept Faecal Sludge, where was it disposed:

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

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

The undersigned being duly authorised does hereby certify to the accuracy of the information

provided above.

Name and Signature of Service Provider

Methodology to Fill the Form:

1. When a request is received at the Sanitation Cell, the authorised personnel log the request in the Desludging Request Register. The request is then duplicated onto an FSM Customer Service Form.

2. Four copies of FSM Customer Service Form would be created:

1. 1st copy with the Sanitation Cell official property owner’s signatures would be taken.
2. 2nd copy with the Sanitation Cell official, signatures of the property owner and treatment plant operator, would be taken by Treatment Facility.
3. 3rd copy with the Sanitation Cell official, signatures of the property owner, Service Provider and treatment plant operator would be taken by the Service Provider.
4. 4th copy with the Sanitation Cell official, signatures of the property owner, Service Provider and treatment plant operator would be submitted by the Service Provider to the Sanitation Cell official.

3. The Sanitation Cell updates the Desludging Request Register by duplicating the data from FSM Customer Service Form once it is submitted upon completion of a desludging request.

The cost of printing these forms is to be borne by the Authority.

# SCHEDULE 5: FSM QUALITY DEFINITIONS, STANDARDS AND SPECIFICATIONS

The following specifications are based on the Quality in FSM document version 1.0 published online. Only portions relevant to this RFP have been reproduced here.

**A: FSM Quality Definitions and Benchmarks**

The four primary objectives of FSM – mitigating public health risk, preventing pollution of the environment, ensuring safety of sanitation workers and sustaining the initiative – translate to quality definitions and benchmarks as shown in Table 1. ISO (2016), WHO (2000) and CEPT University (June 2015) have been referred to while developing the following definitions and benchmarks.

Table 1. FSM Quality Definitions and Benchmarks.

| **FSM Quality Definition** | **Benchmark** |
| --- | --- |
| Population with access to toilets | 100% |
| OSS conforming to standards | 100% |
| Physical coverage of desludging service | 100% of OSS |
| Affordability of desludging service | 100% of OSS-based toilet users |
| Customer satisfaction ratings for E&T service | 75% or above rating on single question survey |
| Response time for service requests and grievances | 48 hours |
| Safe transport of faecal sludge | At most one incident of spillage in 10,000 trips of FS transport |
| Worker safety during desludging | Zero death or disability due to avoidable causes.  At most one incident in 10,000 desludgings leading to (a) loss of work hours for an operator |
| % disposal at designated site | 100% of collected FS |
| Maximum non-value-added time (wait time for decanting) taken by truck at designated disposal site | 25 min |
| Treating FS to requisite standards | Biosolids, effluent, emissions standards, and proper disposal of wastes |
| Worker safety in FSTP | Zero death or disability due to avoidable causes.  At most one incident in 3 years of FSTP operations leading to (a) loss of work hours for an operator (OR) (b) an operator coming into manual contact with faecal matter. |
| Reuse of biosolids generated by FSTP | 100% of biosolids evacuated for reuse within one year |
| Reuse or safe discharge of treated wastewater from FSTP | 100% of treated wastewater within 3 days |
| Payments for FSM services (government-owned truck operations, FSTP O&M) made promptly by the local government | 100% of payments made within 3 months of invoicing |
| FSM is inclusive | 100% specifications for inclusivity met |

**Personal Protective Equipment (PPE)**

The following personal protective equipment of appropriate fit and measure are to be worn by all personnel engaged in Faecal Sludge emptying and transportation operations.

|  |  |  |  |
| --- | --- | --- | --- |
| **Protection and Description** | **Specification** | **Standards** | **Pictorial Representation (for illustration only)** |
| **Hand protection -** Chemical resistant gloves | Nitrile/Neoprene gloves with flock lining and enhanced grip for heavy-duty work, minimum thickness: 0.60 mm | EN ISO 374:2016 |  |
| EN 388:2016 |
| **Foot protection-** Steel toe, full gumboot | PVC gumboots with steel toe for protection from impact, water, oil, acid and alkali | IS:15298:2011 Personal protective equipment Part II and III |  |
| IS:5557:2004 |
| EN ISO 20345:2011 |
| **Lung protection-** Half mask respirators | Appropriate fitting half mask with correct filters for purifying the air to be inhaled. | IS:14746:1999 Respiratory protective devices - half masks and quarter masks. |  |
| Half mask respirators – NIOSH approved for protection against organic vapours, acid gases and ammonia |
| EN 140:1998 |
| **Eye protection –** Chemical/Impact goggles | Polycarbonate material with elastic straps for good fit | IS:5983:1980 Specification for Eye-Protectors |  |
|  | ISO 4849:1981 |
|  | BS EN 166:2002 |
| **Body protection- High visibility shirts and pants** | Wicking polyester high visibility full sleeves shirt, Breathable polyurethane coated polyester high visibility pants. | EN ISO 13688:2013 |  |
| EN ISO 20471:2013 |
| **Head protection -** Baseball style bump cap | Front rim bump cap with poly carbonate outer shell | IS:2925: 1984 Industrial Safety Helmet |  |
| BS EN 397:2012 |
|  |
| **Ear Protection** Bullet shaped ear plugs | Bullet shaped ear plugs with bands | EN 352 |  |
|
|

**Note:** Workers shall be provided with appropriate size and fit of PPE, by gender, for ergonomic comfort during use.

# SCHEDULE 6: STANDARD OPERATING PROCEDURES

The Standard Operating Procedures and Safety Protocols for desludging of Septic Tanks or Pits is as outlined below.

A. One Day Before the Actual Desludging Operation:

1. The operator shall receive the FSM Customer Service Form for each request received for desludging for the next day from the Authority.

2. The operator shall call the respective telephone numbers of the households or properties that have requested for the desludging service. The operator, during this call will seek and record information regarding the availability of the household member, size of the septic tank/pit, location of the household and accessibility (in case the tank/pit does not have an access hole, the operator shall create an access hole with easy access cover). Based on these details, the operator shall inform the household member an estimated time of service.

B. Day of Desludging:

1. The operator shall inform the Authority at the Sanitation Cell in the ULB about the names and designations (involved in desludging operations) of all people reporting to work on that particular day.

2. The operator shall inspect the truck (engine oil, brake oil, coolant, tires), vacuum pump (lubrication of moving parts, fuel, transmission belts and drain the moisture trap/scrubber), hose and couplers, valves and PPE of staff. The operator must also start the engine and the vacuum pump and check for any abnormal vibration/sound.

3. Only after confirming the above checks of the vehicle and the desludging equipment, should the operator start the day’s operation. In case of any abnormality in the functioning, the operator shall trouble shoot the problem and try rectifying it. In case the issue identified cannot be rectified at the parking location or needs more than 1 hour, then the same shall be communicated to the concerned authority and necessary steps taken for rectifying the problem.

4. The operator shall conduct daily toolbox talks with all the staff concerned with the desludging operation present, on topics related to a) safety, b) emergency protocols and c) operational briefing if any.

5. All staff shall wear a fresh (washed and dried) set of uniform for the day’s operation.

6. The operator shall travel to the desludging location through the shortest path available. In case the shortest path travels through crowded areas, this should be avoided and an alternate path must be considered.

7. The operator must park the truck at a convenient location near the household without hindering movement of traffic or pedestrians.

8. The operator shall inspect the septic tank/pit, truck parking location (in case the OSS is not accessible from the current location) and distance from the parking location to the OSS. The operator shall check for hindrances that may delay the cleaning process; possible hazards, such as clearing the area of people, or identifying high groundwater that could cause a tank to ‘float’, if emptied. Based on the assessment the operator shall prepare a plan for the desludging operation, which should include identifying – parking location (closest to the septic tank/pit) and usage of relevant tools and tackles.

9. In case the desludging cannot be carried out due to accessibility related issues, after considering all feasible options, the operator must inform the same to the Authority.

10. The operator shall park the truck as close to the septic tank or pit as possible and apply wheel stoppers. The maximum distance is determined by the length of the hose and elevation rise from the bottom of the pit or septic tank to the vacuum truck. This should typically be not more than 25 meters in linear distance and 4 meters in elevation gain. In case, the length and elevation are more than the specified, intermediate pumping may be required.

11. The operator and other staff members involved in the operation shall wear their designated PPE for the job.

12. The operator shall open the access cover of the pit or the septic tank and allow the gases to clear out by keeping it in open position for 5 minutes or more. The operator must barricade the area around the septic tank/pit and ensure that there are no open flames or persons smoking in the vicinity.

13. After allowing sufficient time for the gases to be evacuated from the septic tank or pit, the operator must use a flashlight to inspect the structure of the tank/pit for cracks or structural damages that can possibly hinder desludging or can be detrimental to the structure itself.

14. The operator shall also physically inspect, by applying pressure through a rod or stick, the thickness of the sludge. If, as per the assessment of the operator, the sludge is too thick to be pumped out directly, then water must be poured into the tank/pit and mixed with the sludge to dilute it. Mixing has to be done through a dedicated rod or stick used for this purpose, available with the operator.

15. The operator shall identify any abnormal conditions, such as unusual odour, colour, oils and grease. In case such abnormalities exist, the operator must investigate for non-domestic sources of wastewater entering into the septic tank or pit. In case of such non-domestic sources, the desludging must be denied, or must only be undertaken with permission from the concerned authority in the local body.

16. The operator shall lay out and connect the hoses from the truck to the tank or pit to be emptied and secure them using easy fix couplers.

17. The operator shall ensure that the hose is in sound condition and is laid on the shortest path without kinks or twists.

18. The operator shall ensure that the inlet valve of the tank in the desludging vehicle is in its closed position and then turn on the vacuum pump. Prior to turning on the pump, the operator has to ensure that any liquid entrapped in the moisture trap and scrubber is removed and collected in a bucket. (The collected liquid has to be disposed in the septic tank/pit or the treatment plant).

19. Once a sufficient level of vacuum is reached in the tank, which can be measured by the vacuum gauge, the inlet valve can be opened and the suction operation can begin.

20. The operator shall initially lower the suction side of the hose pipe into a bucket of water to test for any leakages in the connection.

21. After ensuring that there are no leakages, the suction side of the hose pipe is slowly inserted into the septic tank/pit without causing any splashes.

22. The operator shall break up Faecal Sludge that has agglomerated into a solid mass, either by making use of a long handle shovel and adding water when necessary.

23. The operator must continuously watch for the sludge level (through watch glass or level indicators) inside the receiving tank to ensure it does not overfill. When the level in the receiving tank fills to 90% of its capacity, then the desludging operation must be stopped.

24. The operator shall leave behind sludge not less than 25 mm in depth in the bottom of the septic tank as this will act as seeding material.

25. Once the receiving tank is filled or the septic tank/pit is emptied as mentioned above, then the hose is lifted and held for some time till all the constituents in the hose connection are taken inside the receiving tank of the desludging truck.

26. For ending the operation, the operator must turn off the sludge inlet valve of the receiving tank followed by the vacuum pump.

27. The operator must fit back the access cover of the septic tank or pit. In case the top slab has been broken to enable access, the operator shall create an access hole, not bigger than 6 inch in diameter, with an easy access cover.

28. The operator disconnects the hose connection from the desludging truck tank and decouples individual hose pipes. The hose pipes are cleaned using water and rolled back and placed in its appropriate location in the desludging vehicle.

29. The operator cleans any debris or spillage using proper sorbent materials. The top of the access cover and the area around the septic tank/pit is to be sprayed with 1% chlorine solution. The operator shall also remove the barricades installed.

30. The operator and all staff employed in the job must clean themselves and the PPE with fresh, clean water and soap.

31. The operator shall fill in the necessary details in the desludging FSM Customer Service Form, explain its contents to the household representative and get it signed by them. The operator will collect the fees as applicable for the services offered.

32. The operator shall remove the wheel chocks and drive to the next household for desludging (in case spare capacity exists in the truck tank) or the designated disposal point/treatment plant.

33. The operator shall follow all the rules and procedures applicable while disposing at the designated disposal point as indicated by the concerned authority.

34. The operator, after discharging the sludge at the designated disposal plant, shall get the FSM Customer Service Form signed by the authorised personnel of the treatment plant.

35. The operator shall sign the FSM Customer Service Form signed by the household and the FSTP operator and submit to the Sanitation Cell at the end of each day.

# SCHEDULE 7: MONTHLY REPORT TEMPLATE

At the end of the month the Service Provider submits a report with the following information to the Authority.

A. Desludging and Transportation Related Data

1. Emptying and transport operations report for (MM/YYYY):

2. Date of submission:

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Item description** | **Entry** |
| 1 | Number of requests received in the month |  |
| 2 | Number of requests completed\* in the month |  |
| 3 | Number of requests not served in the month |  |
| 4 | Total truck loads of Faecal Sludge generated in the month |  |
| 5 | Total desludging service requests pending |  |
| 6 | Number of desludging loads disposed at designated disposal site in the month |  |
| 7 | Number of desludging loads NOT disposed at designated disposal site (provide list of FSM Customer Service Form numbers corresponding to such service requests) in the month |  |
| 8 | Number of complaints registered regarding emptying services in the month |  |
| (To be filled by Sanitation Cell) |
| 9 | Number of complaints resolved within response time as per Schedule 8 in the month |  |
| 10 | Number of complaints resolved with delay in the monthAppend report citing reasons for delay on case by case basis |  |
| 11 | Number of complaints pending |  |
| 12 | Number of staff that underwent formal training (provide photos and details of training ) in the month |  |
| 13 | Number of staff that underwent quarterly health check-ups in the month |  |
| 14 | Number of incidents of spillage of Faecal Sludge during transport in the month (provide details on each incident) |  |
| 15 | Number of incidents of physical harm to staff while on duty in the month (provide details on each incident) |  |

\*A request is considered complete only when the duly filled FSM Customer Service Form with all four signatures has been submitted to the municipality.

The undersigned being duly authorised does hereby certify to the accuracy of information provided.

Name and Signature of authorised representative of Service Provider

# SCHEDULE 8: SERVICE LEVELS AND PENALTIES

The Service Provider shall, in fulfilling the conditions of this agreement, meet the service levels described here. Failure to meet service level requirements may attract penalties as specified here.

1. **Context and Introduction**
   1. The primary objective of this service is to meet sanitation goals through safe and sustainable Faecal Sludge Management.  The objectives of defining the service levels are:
      1. Mitigating risks to public health
      2. Avoiding environmental pollution
      3. Ensuring safety of personnel providing desludging services
      4. Assuring sustainability of the FSM operations
2. **Basic Service Levels**
   1. E&T services will be provided at all times between [7am to 7pm] on all 365 days a year except statutory public holidays; Designated Disposal Site will accept loads from [7am to 9pm].
   2. The Service Provider shall conform to the Scope of work, Standard Operating Procedures, and the relevant portions of the Quality Definitions Standards and Specifications Schedules in this agreement
3. **Primary service level benchmarks**
   1. Physical coverage of E&T service
      1. If E&T service is provided on-demand - 100% of the requests from the service area are expected to be served
      2. Where physical access to OSS is lacking and is the reason for not providing service - the Authority will be responsible for procuring suitable equipment and enabling the desludging within 1 month of receiving the request
   2. Customer satisfaction ratings for E&T service:
      1. Average monthly satisfaction rating of [75%] or above as expressed by customers in a single question survey
      2. If average monthly satisfaction rating is between [60% to 75%] in a consecutive three month period it is recommended that the Service Provider be counselled and provided further training
      3. If average monthly satisfaction rating is below [60%] in a consecutive three month period or if it falls below [50%] in a month, the Service Provider be penalised
   3. Response time for E&T service requests and grievances should not exceed 48 hours
      1. If more than 20% of the service requests and grievances in a month are not addressed within 48 hours, the Service Provider will be penalised
   4. Safe transport of Faecal Sludge: A maximum of one spillage in 100,000 trips
      1. Every incident of spillage reported to the Authority will be penalised
   5. Worker health & safety during E&T operation: Zero deaths or disability due to avoidable causes. A maximum of one incident in 10,000 desludgings leading to loss of work hours for an operator or an operator coming into manual contact with faecal matter
      1. All safety incidents must be reported to Authority
      2. Operators should be periodically trained on safety aspects of desludging
      3. If PPE is not used or manual contact with faecal matter during desludging is observed or reported, the Authority will counsel the Service Provider. In case of repeated violation, the Authority will insist on training to the staff at the cost of the Service Provider
      4. Every incident leading to loss of working hours for an operator will be investigated and the Service Provider will be penalised if negligence or non-conformance to SOP is found
      5. All workers engaged in emptying & transport should be provided quarterly health check ups by the Service Provider
   6. Disposal at designated site: 100% of faecal sludge collected should be disposed at designated disposal site
      1. Any violation by the E&T operator will be penalised unless the designated disposal site does not accept the load and the Service Provider disposes with prior approval of the Authority
4. **Secondary service level benchmarks**
   1. Maintenance of assets for ensuring full functional life
      1. Regular (preventive) maintenance carried out and documented in asset log book
      2. All breakdowns of vehicle/equipment to be documented and response to breakdown logged
      3. A spare parts and supplies management plan is to be implemented for all critical assets to ensure 100% service coverage for E&T
      4. An emergency response plan in case of failure of specific equipment to be published and kept updated
      5. All the assets will be handed over in good working condition to the Authority by the Service Provider, upon end of service period
5. **Monitoring and record keeping**
   1. E&T operators should ensure that FSM customer service forms are duly filled, signed by all stakeholders, and copies shared as described in Schedule 4, along with monthly report (Schedule 7)
   2. In addition, repair and maintenance logs, procurement records and material logs for consumables, personnel records for workers with health reports, and safety logs should be diligently maintained
6. **Compliance with statutory requirements**
   1. All queries from authorities should be responded to in a timely manner
   2. Any penalties levied by authorities in response to submissions should be cleared in a timely manner
7. **Penalties for non-conformance to service levels**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.No.** | **Service Level with benchmark** | **Severity** | **Penalty** |
| 1. | If average monthly satisfaction rating is below [60%] in a consecutive three month period or if it falls below [50%] in a month | High |  |
| 2. | If more than 20% of the service requests and grievances in a month are not addressed within 48 hours | High |  |
| 3. | Spillage of faecal sludge during transport | High |  |
| 4. | Incident of physical harm to worker (E&T, treatment plant) leading to loss of working hours due to negligence or non-conformance to SOP | High |  |
| 5. | Indiscriminate disposal of faecal sludge (not at designated disposal site) | High |  |
| 6. | Any observed or reported instance of non-compliance:  in reporting a safety related incident, in adhering to SOPs, in issuance or use of PPE, in conducting regular maintenance, in conducting worker health checks, and operator coming into unsafe contact with faecal sludge | Low |  |
| 7. | Any observed or reported instance of non-compliance:  in maintaining process, maintenance and safety logs,  in maintaining records and other relevant documents  in meeting compliance requirements in full and in a timely manner | Low |  |

**Contract Termination:** Operator contracts for desludging service contracts are liable to be terminated if the total penalties levied exceed 10% of the expected total fee for the year or if a death or disability occurs due to negligence or non-conformance to SOPs.

# SCHEDULE 9: PERFORMANCE SECURITY

(PROFORMA OF BANK GUARANTEE)

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

**In favour of**

\_\_\_\_\_\_\_\_\_\_\_, represented by the and having its office at , hereinafter referred to as **“** **“**, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

A. By the Service Agreement (**“**the Service Agreement**”**) being entered into between the Authority and , a company incorporated under the Companies Act, 1956, having its registered office at , (**“**the Service Provider**”**), the Service Provider has been granted the Service to implement the project envisaging On-Demand **“**Outsourcing the operation of ULB owned desludging vehicles for providing desludging services**”** at , (hereinafter referred to as **“**the Project**”**).

B. In terms of **Clause 5.1** of the Service Agreement, the Service Provider is required to furnish to the Authority, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_ (Rupees Only) as security for due and punctual performance/discharge of its obligations under the Service Agreement, relating to execution of the Project.

C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Service Agreement.

2. The Guarantor shall, without demur, pay to the Authority sums not exceeding in aggregate Rs. (Rupees Only), within three (3) calendar days of receipt of a written demand therefor from the Authority stating that the Company has failed to meet its obligations under the Service Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by the Authority and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. This Guarantee shall be irrevocable and shall remain in full force and effect until [One month beyond the end of Service Period] unless discharged/released earlier by the Authority in accordance with the provisions of the Service Agreement. The Guarantor’s liability in aggregate be limited to a sum of Rs. (Rupees Only).

4. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/the Guarantor or any absorption, merger or amalgamation of the Service Provider/the Guarantor with any other Person.

5. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under .

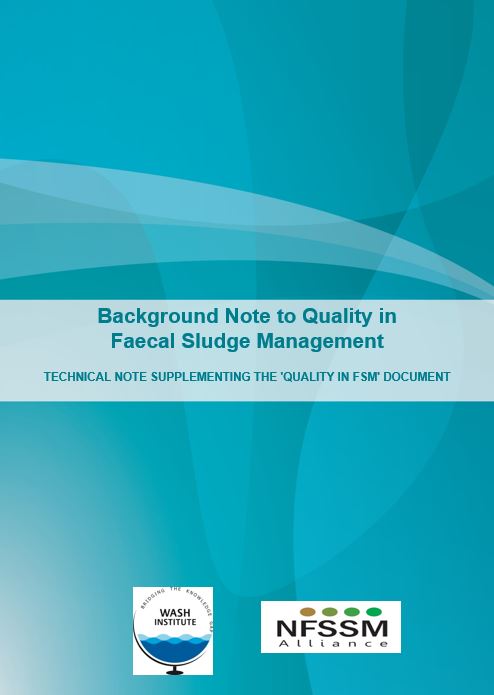
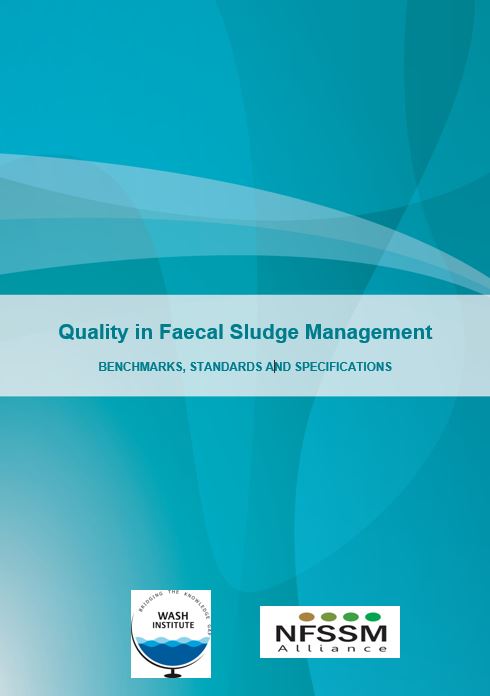
IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

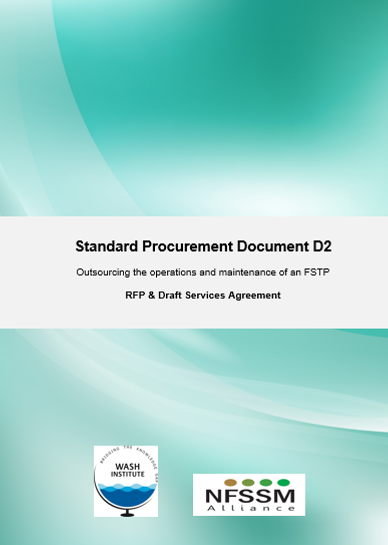
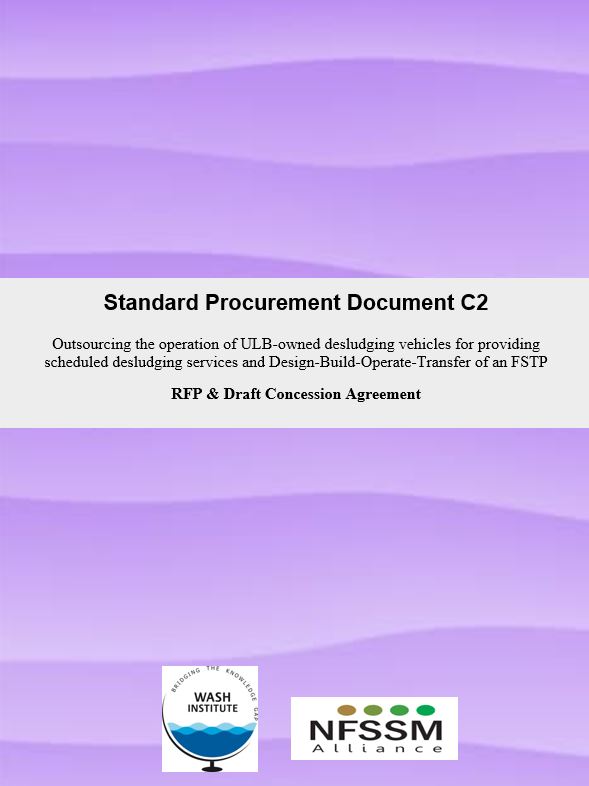
SIGNED AND DELIVERED

by Bank by the hand of

its and authorised official

**Relevant FSM Publications by WASH Institute**



**`**

**Standard Procurement Document – D2**

Outsourcing the operations and maintenance of an FSTP

**Standard Procurement Document – C2**

Outsourcing the operation of ULB-owned desludging vehicles for providing scheduled desludging services and Design-Build-Operate-Transfer of an FSTP

**Business Models for**

**Fecal Sludge Management in India**

https://doi.org/10.5337/2020.209

**FSM Procurement Manual**

Standard Procurement Documents in FSM

**Quality in Faecal Sludge Management**

Benchmarks, Standards and Specifications

**Background Note to Quality in Faecal Sludge Management**

Technical Note Supplementing the ‘Quality in FSM’ Document

Diagram

Description automatically generated

Water, Sanitation and Hygiene Institute (WASH Institute), established in Kodaikanal in 2008, is a registered non-profit technical, training, research and development organization dedicated to providing practical solutions to a wide range of water, sanitation, hygiene and environmental issues in India. WASH Institute operates from 14 locations spread across eight states and one Union Territory and also provides Technical Assistance to the Ministry of Housing and Urban Affairs (MoHUA) and the Ministry of Jal Shakti. WASH Institute has also been enabling access to improved WASH services to marginalized communities and public institutions such as schools, Anganwadi Centres, Primary Health Care Centres (PHCs) by implementing grassroot level CSR projects across eight states namely Tamil Nadu, Andhra Pradesh, Telangana, Bihar, West Bengal, Rajasthan, Karnataka and Uttar Pradesh.



A national working group was convened in January 2016 with the support of the Bill and Melinda Gates

Foundation with the mandate to build consensus around and drive the discourse on Faecal Sludge and

Septage Management (FSSM) forward, nationally. The alliance currently comprises 24 organizations

across the country working towards solutions for Indian states and cities. The Alliance members meet

every month to track the progress and also to derive various actions towards mainstreaming of FSSM. The NFSSM Alliance works on all aspects from city sanitation plans to regulatory and institutional frameworks across the sanitation value chain.

**Water Sanitation and Hygiene Institute**

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1. All project specific provisions in this document have been enclosed in square parenthesis and may be suitably modified/filled up subsequently by the respective Bidders or the Authority, as the case may be, to reflect the particulars relating to the Project or the Bidders as necessary. The square parenthesis should be removed after carrying out the required modifications. [↑](#footnote-ref-1)