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**Standard Procurement Document D2**

Outsourcing the operations and maintenance of an FSTP

**RFP & Draft Services Agreement**

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**Standard Procurement Document – D2**

Outsourcing the operations and maintenance of an FSTP

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**REQUEST FOR PROPOSAL**

Refer ‘FSM Procurement Manual’ document on Quality in FSM portal for help in filling this RFP

**Selection of Service Provider for**

**Outsourcing the Operations & Maintenance of a [ ] KLD FSTP for [\_\_\_] years in [*Name of the Location*]**

**[*Month and Year*]**

**Single Stage Two Envelope Bidding Process**

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

**TABLE OF CONTENTS**

[VOLUME 1: INSTRUCTIONS FOR BIDDERS 2](#_Toc54085467)

[DISCLAIMER 2](#_Toc54085468)

[GLOSSARY 3](#_Toc54085469)

[1. INTRODUCTION 4](#_Toc54085470)

[2. INSTRUCTIONS TO BIDDERS 8](#_Toc54085471)

[3. EVALUATION OF BIDS 19](#_Toc54085472)

[4 MISCELLANEOUS 23](#_Toc54085473)

[SCHEDULE A: PROJECT INFORMATION 24](#_Toc54085474)

[APPENDIX–I: LETTER OF BID 25](#_Toc54085475)

[ANNEX–I: DETAILS OF BIDDER 27](#_Toc54085476)

[APPENDIX–II: POWER OF ATTORNEY FOR SIGNING OF BID 29](#_Toc54085477)

[APPENDIX–III: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM 31](#_Toc54085478)

[APPENDIX–IV: TECHNICAL CAPACITY OF THE BIDDER 33](#_Toc54085479)

[APPENDIX–IVA: CERTIFICATE FOR TECHNICAL CAPACITY OF THE BIDDER 34](#_Toc54085480)

[APPENDIX–V: FINANCIAL CAPACITY OF THE BIDDER 36](#_Toc54085481)

[APPENDIX VI: FINANCIAL BID 38](#_Toc54085482)

[VOLUME 2: DRAFT SERVICE AGREEMENT 39](#_Toc54085483)

[AGREEMENT 40](#_Toc54085484)

[SCHEDULE 1: DETAILS OF PROJECT SITE 66](#_Toc54085485)

[SCHEDULE 2: SCOPE OF WORK 68](#_Toc54085486)

[SCHEDULE 3: IMPLEMENTATION PLAN 71](#_Toc54085487)

[SCHEDULE 4: TEMPLATE FORMS 72](#_Toc54085488)

[SCHEDULE 5: STANDARDS FOR TREATMENT OF FAECAL SLUDGE 76](#_Toc54085489)

[SCHEDULE 6: STANDARD OPERATING PROCEDURES 83](#_Toc54085490)

[SCHEDULE 7: MONTHLY REPORT 84](#_Toc54085491)

[SCHEDULE 8: SERVICE LEVELS AND PENALTIES 86](#_Toc54085492)

[SCHEDULE 9: PERFORMANCE SECURITY 89](#_Toc54085493)

[SCHEDULE 10: SCOPE OF WORK OF AUTHORITY’S REPRESENTATIVE 91](#_Toc54085494)

[SCHEDULE 11: COPY OF LETTER FROM SPCB WITH CFO 93](#_Toc54085495)

# VOLUME 1: INSTRUCTIONS FOR BIDDERS

**Selection of Service Provider for**

**Outsourcing the Operations & Maintenance of a [ ] KLD FSTP for [\_\_\_] years 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

**Abnormally Low Bids** As defined in Clause 3.7.4

**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

**LOA** As defined in Clause 3.7.10

**Lowest Bidder** As defined in Clause 1.2.6

**Member** Member of a Consortium

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

**Periodic Payments**  As defined in Clause 3.7.6

**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 3.7.108

**Service Fee** As defined in Clause 1.2.6

**Service Provider**  As defined in Clause 1.1.3

**Specified Technologies** As defined in Appendix – VIII

**Technical Capacity** As defined in Clause 3.4.1

**Unbalanced or Front-Loaded Bids**  As defined in Clause 3.7.5

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 Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

# INTRODUCTION

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

* + 1. Onsite sanitation is prevalent in cities across the State, and active steps are being taken to address gaps in sanitation service chain. Faecal Sludge Management is the safe collection, transport, treatment and reuse/disposal of faecal sludge from onsite sanitation systems such as single pits/septic tanks. One major gap in FSM has been the lack of Faecal Sludge Treatment Plants (FSTPs) for safe disposal of collected FS.

*[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 for ensuring that the collected faecal sludge is treated and disposed in compliance with applicable laws.

* + 1. In pursuance of its objectives, the Authority has decided to select a private entity to operate and maintain the Faecal Sludge Treatment Plant at the Project Site more fully described in **Schedule A** (hereinafter referred to as “the **Project”**).

* + 1. Brief Scope: The selected Bidder (the “**Service Provider**”), shall be responsible for operation and maintenance of the Faecal Sludge Treatment Plant for [\_\_\_] years and transfer thereof 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.
    2. 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.
    3. 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.
    4. 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 the Authority.
    5. 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. **Brief Description of the Bidding Process** 
     1. The Authority has adopted a single-stage, two -envelope bidding 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.
     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 180 (one hundred and eighty) days from the date specified in **Clause 1.3** for submission of Bids (the “**Bid Due Date**”).
     3. The Bidding Document includes the draft Service Agreement for the Project.
     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 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 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*], payable at [\_\_\_\_\_]. The 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.
     5. (A) The Bidders would need to submit the following sets of documents as part of their Bid.
  2. Documents as mentioned in **Clause 2.9.1** – “**Key Submission**”.
  3. Documents as mentioned in **Clause 2.9.1** – “**Qualification Submission**”, relating to technical and financial capacity of the Bidder.
  4. Documents as mentioned in **Clause 2.9.1** – “**Technical Proposal**”.
  5. 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 four steps:

**Step I:** The first step would involve a test of responsiveness based on the Key Submissions. 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. Only Bidders qualifying in terms of both Technical Capacity and Financial Capacity would be considered for the evaluation in the next step.

**Step III**: In the third step, the Technical Proposals of the Bidders would be verified for conformance with the minimum technical specifications of the Project. The Bidders whose Technical Proposals are found to be in conformance with the minimum technical specifications, shall be qualified for the next step of evaluation.

**Step IV**: The Financial Bid of only the Technically Qualified Bidders in Step III above would be evaluated in accordance with Section 3 of this RFP.

* + 1. Bids are invited for the Project on the basis of the lowest payment (“**Service Fee**”) sought by the Bidder for implementation of the Project to be paid by the Authority to the Concessionaire during the Concession Period. The Concession Period is pre-determined, as indicated in the draft Concession 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. The 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.
    2. 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.
    3. Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to the officer designated below. The envelopes/communications shall clearly bear the following identification/title:

"Queries/Request for Additional Information: **RFP for Selection of Private Entity for Operations & Maintenance of \_\_\_\_ KLD Faecal Sludge Treatment Plant for [\_\_\_] years in [*Name of the Location*]”**

Address for Communication:

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

* 1. **Schedule of Bidding Process**

The Authority shall endeavour to adhere to the following schedule:

|  |  |  |
| --- | --- | --- |
| **SI. No.** | **Bid Stage** | **Estimated Date[[2]](#footnote-2)** |
| 1. | Last Date for Receiving Queries | [15] days from the date of RFP |
| 2. | Pre-Bid Meeting and Field Visit | [20] days from the date of RFP |
| 3. | Bid Due Date | [30] days from the date of RFP |
| 4. | Opening of Key and Qualification Submission | [30] days from the date of RFP immediately after Bid Due Date and Time. |
| 5. | Opening of Financial Bid | [35] days from the date of RFP |
| 6. | Letter of Award (LOA) | Within 30 days of opening of Financial Bid |
| 7. | Validity of Proposal | 180 days from Bid Due Date |
| 8. | Signing of the Service Agreement | Within 15 (fifteen) days from acknowledgement of LOA |

* 1. A Pre-Bid meeting and field visit shall be convened at the place and time as mentioned below:

Venue:

Time: [……………]

* 1. 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 endeavour to provide clarifications and such further information as it may consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

# INSTRUCTIONS TO BIDDERS

1. **GENERAL** 
   1. **Eligibility of Bidders and Other Provisions**
      1. For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:
      2. 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 a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
      3. A Bidder may be a private entity, including a company incorporated under the Companies Act, 1956/2013, society, registered partnership firm 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 below.
      4. In case the Bidder is a Consortium, it shall comply with the following requirements:
      5. The number of members in a Consortium shall not exceed 3 (three);
      6. 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;
      7. The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format of Appendix-III, signed by the other members of the Consortium;
      8. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and O&M obligations;
      9. An individual Bidder cannot at the same time be a 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;
      10. 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. The MoU should be specific to the Project and should fulfil the requirements set out below, failing which the Bid shall be considered non-responsive. The MoU shall, inter alia:
      11. Convey the intent of the members of the Consortium to enter into the Agreement in case the Project is awarded to the Consortium;
      12. 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;
      13. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
      14. 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 Project.

* + 1. The 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 the control of a Consortium, the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and subject to condition of Service Agreement, after signing of the Service Agreement.

* + 1. 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. The Financial Bid should be furnished in the format of Appendix-V, 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.
    3. 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.
    4. The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language.
    5. 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. The 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.
    6. The Bidder should submit a Power of Attorney as per the format of 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 the format of Appendix-III.
    7. 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 Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
    8. 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 have 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.
    9. 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:
    10. 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;
    11. 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.
    12. The following conditions shall be adhered to while submitting the Bid:
    13. The 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, the Bidders may format the prescribed forms making due provision for incorporation of the requested information;
    14. Information supplied by the Bidder (or other constituent members 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.
  1. **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.

* 1. **Site Visit and Verification of Information** 
     1. The 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 site visit shall be organised by the Authority immediately after Pre-Bid meeting.

* + 1. 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.
   * 1. 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.
   1. **Right to Accept or Reject Any or All Bids** 
      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. The Authority reserves the right to reject any Bid if:
   2. At any time, a material misrepresentation is made or uncovered; or
   3. 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.

* + 1. 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 pre-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 of the Service Agreement. 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. 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.

1. **DOCUMENTS** 
   1. **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**

A. Project Information

**Appendices**

I . Letter of Bid

II . Power of Attorney for Signing of Bid

III. Power of Attorney for the Lead Member of Consortium

IV. Technical Capacity of the Bidder

IVA. Certificate for Technical Capacity of the Bidder

V . Financial Capacity of the Bidder

VI. Technical Proposal

VII. Financial Bid

* 1. **Clarifications** 
     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.

* + 1. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications, in writing or by email, to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
  1. **Amendment of RFP**
     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. 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.
     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.

1. **PREPARATION AND SUBMISSION OF BID**

* 1. **Format and Signing of Bid** 
     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 are complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.
     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.
     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 initialed. 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. **Sealing and Marking of Bids** 
     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 comprising the following documents and marked as “Key Submission, Qualification Submission and Technical Proposal” and “Financial Bid”.

**Envelope 1: (a) 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 of Appendix-II
4. If applicable, Power of Attorney for the Lead Member of Consortium as per the format of Appendix-III
5. Memorandum of Understanding, in case of a Consortium
6. Copies of:
   1. In case of registered partnership firm, copies of registered partnership deed, PAN card
   2. In case of registered society, copies of Registration Certificate from the Registrar of the State for Societies, Register of Members, PAN card
   3. In case of companies, copies of Memorandum of Understanding and Articles of Association, Certificate of Incorporation
   4. The Bidder’s duly audited[[3]](#footnote-3) balance sheet and profit and loss account for the preceding three years

**(b) Qualification Submission**

* 1. Technical Capacity in the prescribed format (Appendix-IV);
  2. Certificate for Technical Capacity of the Bidder (Appendix-IV A);
  3. Financial Capacity in the prescribed format (Appendix**-**V);

**Envelope 2: Financial Bid**

The Financial Bid of the Bidder shall be submitted as per the format at Appendix VII. The Financial Bid of the Bidder shall be an amount (in Rupees) proposed to be charged by the Bidder for undertaking the Project and shall be submitted in the format provided in Appendix VI along with Annex to Appendix VII. Any Financial Bid received in part or in complete form in the Envelope other than Envelope 2 shall be considered as a non-responsive Bid and would be rejected.

* + 1. The Bidder shall seal each of the above two envelopes of the Bid in separate covers and mark them as “**Key Submission**, Qualification Submission and Technical Proposal” and “Financial Bid”. The two sealed covers shall then be placed in a single outer cover, clearly marking each of the envelopes as “Original”. Each of the envelopes shall clearly bear the following identification:

“Bid for Selection of Private Entity for Operations and Maintenance of [\_\_\_] KLD Faecal Sludge Treatment Plant for [\_\_\_] years 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.

* + 1. Each of the envelopes shall be addressed to:

|  |  |
| --- | --- |
| Attention of: |  |
| Designation: |  |
| Address: |  |
| Telephone No: |  |
| E-mail Address |  |

* + 1. If the envelopes are 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. Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
  1. **Bid Due Date** 
     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. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with **Clause 2.7** uniformly for all the Bidders.
  2. **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.

* 1. **Contents of Financial Bid** 
     1. The Financial Bid shall be furnished in envelope 2 in the format of Appendix**-VII**. 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. **Modifications/Substitution/Withdrawal of Bids** 
     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 the Bid Due Date. No Bid shall be withdrawn by the Bidder on or after the Bid Due Date.
     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.
     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.
  3. **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.

* 1. **Validity of Bids**

The Bid shall be valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date. The Validity of the Bids may be extended by mutual consent of the respective Bidders and the Authority.

* 1. **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 the 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.

* 1. **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**

* 1. **Bid Security** 
     1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in **Clause** **1.2.4.**
     2. Bid Security in the form of a demand draft issued by a Scheduled Bank in India and 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.
     3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
     4. Save and except as provided in **Clause** **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.
     5. The Selected Bidder’s Bid Security for the Project will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
     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.
     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 Concession 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 Concession Agreement; or
   3. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or
4. In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

# EVALUATION OF BIDS

* 1. **Opening and Evaluation of Bids**

* + 1. The Authority shall open the Bids at the date, place and time mentioned in **Clause 1.3** and **Clause 1.4** and in the presence of the Bidders who choose to attend.

* + 1. The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
    2. To facilitate the 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 document upon opening of the Bids.
    3. 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.
    4. 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.
  1. **Tests of Responsiveness & Evaluation for Qualification & Financial Bid**
     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:
     2. It is received as per the format of Appendix**-**I to Appendix **-**VIII and Annexures;
     3. It is received by the Bid Due Date, including any extension thereof pursuant to **Clause 2.10.2**;
     4. It is submitted in the manner as stipulated in **Clause** **2.9**;
     5. It is accompanied by valid Bid Security for the Project;
     6. It is accompanied by the Power of Attorney as specified in **Clause 2.1.8**, as the case may be;
     7. It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified);
     8. It is accompanied by the Memorandum of Understanding (for Consortium), specific to the Project, as stipulated in **Clause 2.1.2(f)**;
     9. It does not contain any condition or qualification; and
     10. It is not non-responsive in terms hereof.
     11. 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 a Bid.
  2. **Evaluation parameters** 
     1. The Bidder’s competence and capacity is proposed to be established by the following parameters:

(a) Technical Capacity; and

(b) Financial Capacity.

* 1. **Eligible Experience**
     1. To be eligible, a Bidder shall fulfill the following conditions of eligibility:

1. **Technical Capacity**: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder over the past 5 (five) financial years preceding the Bid Due Date shall have:

Performed Operations and Maintenance in at least 1 (one) project [for at least 1 year] in

1. FSTP of at least [\_\_X\_\_\_] KLD using any of the specified technologies, or
2. Wastewater treatment plant of capacity at least [\_\_Z\_\_] MLD treating the wastewater and the associated sludge

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

1. **Financial Capacity: The Bidder shall satisfy the financial criteria (the “Financial Capacity”) provided below to demonstrate its Financial Capacity.** 
   1. Net worth of the Bidder as at the end of the most recent financial year shall be positive
   2. The Average Annual Turnover of the Bidder in last [\_\_\_\_\_\_\_\_] financial years shall be at least equal to ([\_\_\_\_\_\_\_] (*Amount in numbers*) (\_\_\_\_\_\_\_) (*Amount in words*) only.

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

* 1. **Financial Information for Purposes of Evaluation** 
     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 financial year, preceding the year in which the Bid is made.
  2. **Evaluation of the Financial Bid**
     1. In this step, the Financial Bid of all the Technically Qualified Bidders will be opened in the presence of the Bidders’ representatives who choose to attend.
     2. The Bid Price shall be the annual O&M Payment bid.
     3. The O&M Fee quoted by the Bidder shall be constant and hold for the entire duration of the project.
     4. The O&M Fee quoted for each year shall be paid in monthly instalments (“**Periodic Payment**”) in accordance with the terms of the Service Agreement.
     5. The Price Proposal shall be inclusive of all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date of deadline for submission of the Bids.
     6. Upon acceptance of the Financial Bid of the lowest evaluated Bidder, the Authority shall declare the Bidder as the selected Bidder (the “**Selected Bidder**”).
     7. In the event that two or more Bidders quote the same lowest evaluated price, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders who choose to attend.
     8. 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.
     9. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall submit Performance Security 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. **Contacts During 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.

# MISCELLANEOUS

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

(a) 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;

(b) Consult with any Bidder in order to receive clarification or further information;

(c) Retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or

(d) 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.

* 1. 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 INFORMATION

1. Overview location map of the FSTP including approach road etc.

2. Detailed Master Plan/Layout of FSTP

3. Schematic process diagram of FSTP

# APPENDIX–I: LETTER OF BID

(To be forwarded 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 Private Entity for Operations and Maintenance of \_\_\_\_ KLD Faecal Sludge Treatment Plant for [\_\_\_] years in [*Name of the Location*]**

To,

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.

1. All information provided in the Bid and in the Appendices is true and correct.
2. 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 the 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.
3. 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.
4. 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.
5. 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.
6. I/We certify that we are not barred by the Central/State Government, or any entity controlled by them, from participating in any project.
7. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Concession 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.
8. The Financial Bid has been submitted 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.
9. 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 Authorised Signatory) |
|  | Name and Seal of Bidder/Lead Firm |

# ANNEX–I: DETAILS OF 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:

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

1. Particulars of the Authorised Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) E-mail Address:

1. In case of a Consortium:

(a) The information above (1-4) should be provided for all the members of the Consortium.

(b) 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 the Table below:

| **Sl. No.** | **Name of Member** | **Role** |
| --- | --- | --- |
| 1. |  |  |
| 2. |  |  |

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

Name of **the** Bidder/**Members** 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 the Bid. |  |  |

1. 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 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 the Letter of Bid for Selection of Private Entity for Operations and Maintenance of \_\_\_ KLD Faecal Sludge Treatment Plant for [\_\_\_] years 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 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 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.

(Notarised)

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 LEAD MEMBER OF CONSORTIUM

(On a stamp paper of value of appropriate value)

Whereas the [Name of the Authority] (“\_\_\_\_\_”) has invited Bids from interested parties for Selection of Private Entity for Operations and Maintenance of \_\_\_ KLD Faecal Sludge Treatment Plant for [\_\_\_] years 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 the 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 office*] (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 business 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 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:

(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 Operation and Maintenance (Claimed in accordance with Point no. (iii) of Clause 3.4.1 (A))**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder Type** | **Name of the Project** | **Experience** | | |
|  |  | **Operation and Maintenance of FSTP using any of the Specified Technologies**  **(Equivalent to KLD)** | **Operation and Maintenance of Wet Waste/Organic Waste processing facility handling MSW (Equivalent to tonnes per annum)** | **Operation and Maintenance of Wastewater Treatment Facility handling waste water (Equivalent to MLD)** |
|  | | **(Strikeout whichever is not applicable in the above)** | | |
| **Single Entity Bidder** |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Consortium – Lead Member** |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Consortium – Other Member** |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Consortium – Other Member** |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | |

**TWsWW**

**Instructions:**

1. The Bidders are expected to provide information in respect of 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.
5. 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 Member. In case of a Consortium, the row titled Single Entity Bidder may be ignored.

# APPENDIX–IVA: CERTIFICATE FOR TECHNICAL CAPACITY OF THE BIDDER

1. **Experience in Terms of Operation and Maintenance (Claimed in accordance with Point no. (2) of 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** |  |
| **Technology used (applicable for FSTP)** |  |

|  |
| --- |
| **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. Operation and Maintenance of FSTP of \_\_\_\_ KLD using any of the Specified Technologies; or; or 2. Operation and Maintenance of Wet Waste/Organic Waste processing facility handling \_\_\_ tonnes per annum of MSW; or 3. Operation and Maintenance of Wastewater Treatment Facility handling \_\_\_ MLD of Wastewater.   ***[Strike out whichever is not applicable in the above]***  This certificate is being issued to be produced before \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_”), for the Project “Selection of Private Entity for Collection, Transportation of Faecal sludge and Development, Operation, Maintenance and Transfer of \_\_\_ KLD Faecal Sludge Treatment Plant for [\_\_\_] years in [*Name of the Location*]”.  Signature and Seal of the  Authorised Signatory of the Client |

**Instructions:**

1. Bidders are expected to provide information in respect of 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–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** |  |  |  |  |
| **Average Annual Turnover for the Years Mentioned** | | **Rs \_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only)** | | |

**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. In case of a Consortium, row titled Single Entity Bidder may be considered as Lead Member.
      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 a registered society 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).

* + - 1. The Bidder shall provide a Statutory Auditor’s/Chartered Accountant’s Certificate specifying the Turnover and Net Worth of the Bidder

.

* + - 1. 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 qualification purposes.

# APPENDIX VI: FINANCIAL BID

(To be submitted on the letter head of the bidder and in case of Consortium on the letter head of the Lead Member)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

[*Designation*],

[*Name of the Authority*],

[*Address*]

**Sub: Bid for Selection of Private Entity for Operations and Maintenance of \_\_\_ KLD Faecal Sludge Treatment Plant for [\_\_\_] years in [*Name of the Location*]**

**Ref: Your Notification No: \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_**

Dear Sir,

Having gone through this RFP document and the draft Concession Agreement and having fully understood the Scope of Work for the Project as set out by [the Authority] in the RFP document, I/e are pleased to inform 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 in Words (in Rs.)** | **Amount in Figures (in Rs.)** |
|  |  |  |
|  |  |  |
| **Annual O&M Payment** |  |  |

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 SERVICE AGREEMENT

**Outsourcing the Operations and Maintenance of a Faecal Sludge Treatment Plant of [\_\_\_\_] KLD for [\_\_\_] years in [*Name of the Location*]**

***[Month and Year]***

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

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

# AGREEMENT

**between**

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

**acting through**

**its Authorised Officer on this behalf**

**and**

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

**(“Service Provider”)**

**for**

**Outsourcing the Operations and Maintenance of Faecal Sludge Treatment Plant of [\_\_\_] KLD for [\_\_\_] years 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*][[4]](#footnote-4) 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 authorized 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 Providers' 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 authorized 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 to operate and maintain the Faecal Sludge Treatment Plant for [\_\_\_] years in \_\_\_\_\_\_\_\_\_\_[[5]](#footnote-5) (the “**Project**”). The objective of the Project is to tackle the health and environmental hazard caused when human excreta is disposed in open areas and water bodies due to lack of treatment facilities.
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. The Authority, after evaluating the aforesaid Proposals accepted the Proposal submitted by the Service Provider had issued Letter of Acceptance No. \_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ to the Service Provider for the Project.
4. The Authority acknowledges that as on this day, the Service Provider has submitted an irrevocable revolving bank guarantee for a value of Rs. \_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_ only) as Performance Security.
5. The Parties hereto are required to enter into the Service Agreement being these presents for execution of the Project, subject to and on the terms and conditions set forth hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

**DEFINITIONS AND INTERPRETATION**

* 1. **Definitions**

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

**“Agreement”** shall mean this Agreement, its Recitals, the Schedules hereto and include any amendments thereto made in accordance with the provisions hereof.

**“Applicable Law”** shall mean all 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 judgements, 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/the Service Provider.

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

**“Appointed Date”** shall mean the date of this Agreement.

**“Arbitration Act”** shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

**“Authority’s Representative”** is the competent person, appointed by the Authority and notified to the Service Provider, who is responsible for supervising the execution of the Project and administering the Contract.

**“Change in Law”** shall means the occurrence of any of the following after the date of Bid:

1. The enactment of any new Indian law as applicable to the State;
2. The repeal, modification or re-enactment of any existing Indian law as applicable to the State;
3. The commencement of any Indian law, as applicable to the State, which has not entered into effect until the date of Bid;
4. A change in the interpretation or application of any Indian law, as applicable to the State, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
5. Any change in the rates of any of the taxes that have a direct effect on the Project;

**“Agreement Period”** shall have the meaning ascribed thereto in **Clause 2.2.**

**“Consortium”** shall have the meaning ascribed thereto in **Clause 5.11.**

**“Emergency”** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Site or which poses an immediate threat of material damage to any of the assets of the project.

**“Encumbrance”** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the assets of the project.

**“Expiry Date”** shall mean the date on which this Agreement expires due to efflux of time upon completion of the Operations Period.

**“Faecal Sludge”** means the sludge from onsite containment systems. It is raw or partially digested, a slurry or semisolid, and results from the collection, storage or treatment of combinations of excreta and Blackwater, with or without grey water;

**“Faecal Sludge Treatment Plant” or “FSTP”** shall mean the facility, designed for treating Faecal Sludge, with protective measures against pollution of ground water, surface water, air, bad odour, and vector control.

**“Force Majeure”** or **“Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in Article 8.

**“FSTP O&M Fee”** shall have the meaning as ascribed thereto in **Clause 7.1.**

**“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

**“Government Agency”** shall mean GoI., Government, [*Name of the Authority*] or government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Service Provider, the Site/FSTP or any portion thereof, or the performance of all or any of the services or obligations of the Service Provider under or pursuant to this Agreement.

**“Handback Requirements”** shall have the meaning ascribed thereto in Article 10.

**“Implementation Plan”** shall have the meaning ascribed thereto in **Clause 5.3.**

**“Material Breach”** shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

**“Performance Security”** shall have the meaning set out in **Clause 5.1.**

**“Preliminary Notice”** shall mean the notice of intended Termination by one Party to the other Party setting out, inter alia, the underlying Event of Default.

**“Project”** shall mean operation and maintenance of the FSTP and handover in accordance with the provisions of this Agreement.

**“Reuse Products”** shall mean the products recovered from treatment of Faecal Sludge which may consist of treated water, treated bio-solids and energy.

**“Site”** shall mean the land (area more fully described in **Schedule 1**) in which the FSTP is constructed and handed over to the Service Provider for the purpose of Operation and Maintenance in the Project under this Agreement.

**“Standard Operating Procedures” or “SOP”** shall mean the procedures as to operation and maintenance of the FSTP set forth in **Schedule 6**.

**“Tax”** shall mean and includes all taxes, fees, cesses, levies that may be payable by the Service Provider under Applicable Law.

**“Technical Specifications”** shall mean the requirements as to the performance of the FSTP as set forth in **Schedule 5.**

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

**“Termination Date”** shall mean the date specified in the Termination Notice as the date on which Termination occurs.

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

**“Tests”** shall mean the tests to be carried out in accordance with the Technical Specifications and Standard Operative Procedures.

* 1. **Interpretation**

In this Agreement, unless the context otherwise requires,

1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
2. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this agreement;
3. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
4. The schedules to this agreement form an integral part of this agreement as though they were expressly set out in the body of this agreement;
5. References to recitals, articles, sub-articles, clauses, or schedules in this agreement shall, except where the context otherwise requires, be deemed to be references to recitals, articles, sub-articles, clauses and schedules of or to this agreement;
6. Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this agreement from or by any party or by project engineer shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such party or project engineer in this behalf and not otherwise;
7. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;

**ARTICLE 2**

**AGREEMENT**

* 1. **Grant of Rights**

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Applicable Law and Applicable Permits, the Authority hereby grants to the Service Provider the rights set forth herein including the exclusive right, license and authority to operate and maintain the Project and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement (“**the Agreement**”) and the Service Provider hereby accepts the Agreement and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

* 1. **Agreement Period**

The Agreement shall be from Appointed Date and shall include an Operations period of [ ] years ("the **Agreement Period**"). Provided that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

**ARTICLE 3**

**PROJECT SITE**

* 1. **Handover of Site**

1. The Authority shall, within [15 days] from the Appointed Date, handover to the Service Provider on as-is-where-is basis, peaceful physical possession of the FSTP free from Encumbrance, for the purpose of implementing the Project.
2. Upon the FSTP being handed over pursuant to the preceding sub-article (a), the Service Provider shall, subject to the provisions of Article 5, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such activities in the Site as may be necessary or appropriate to operate and maintain the Project in accordance with the provisions of this Agreement.
   1. **Rights, Title and Use of the Site**
3. The Service Provider shall have the right to the use of the Site in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.
4. The Site and the FSTP developed thereon shall be and continue to be the property of the Authority.
5. The Service Provider shall not part with or create any Encumbrance on the whole or any part of the FSTP, except as set forth and permitted under this Agreement.
6. The Service Provider shall not, without the prior written approval of the Authority, use the FSTP for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
7. The Service Provider shall allow access to and use of the Site for laying/installing /maintaining telegraph lines, electric lines or for such other public purposes as the Authority may specify.

Provided that such access or use shall not result in a Material Adverse Effect and that Authority shall, in the event of any physical damage to the FSTP on account thereof, ensure that the assets are promptly restored at its cost and expenses.

Provided further, that to the extent such access and use allowed by the Service Provider affects the performance of any of its obligations hereunder, the Service Provider shall not be deemed or construed to be in breach of its obligations nor shall it incur/suffer any liability on account thereof.

* 1. **Peaceful Possession**

The Authority hereby warrants that:

1. The Site together with the necessary right of way/way-leaves
2. has been acquired through the due process of law;

1. belongs to, or has been leased to the Authority and is vested in the Authority and that the Authority has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Service Provider shall, in respect of the Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any Persons affected thereby.
2. The Authority has issued along with this agreement a full set of design documents and drawings along with a certificate affirming that the FSTP was constructed as per these designs and drawings that it was successfully Commissioned.
3. The Authority has obtained the clearance for operation of the Project from State Pollution Control Board (“SPCB”). A copy of the consent letter issued to the Authority by SPCB is provided in **Schedule 11**.
4. The Service Provider shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the whole Site during the Agreement Period.

In the event the Service Provider is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, seizure, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Site or any part thereof, the Authority shall, if called upon by the Service Provider, defend such claims and proceedings and also keep the Service Provider indemnified against any consequential loss or damages which the Service Provider may suffer, on account of any such right, title, interest or charge.

* 1. **Applicable Permits**

The Authority is responsible for obtaining all clearances, approvals, permits and licenses as necessary. Preparation of any submissions required for the purpose, for operations of the FSTP and any investigations, such as ongoing environmental studies, required for preparing supporting documents for obtaining such clearances will the Concessionaire’s responsibility. All related fees will be borne by the Authority.

**ARTICLE 4**

**AUTHORITY’S REPRESENTATIVE**

* 1. **Procedure for Appointment**

1. The Authority shall appoint one or more of its officers or a third-party agency or Individual as its representative (“the Authority’s Representative(s)”) to actively manage the contract. The appointment shall be made no later than 15 days from the date of this Agreement and shall be upto project expiry or termination.
   1. **Duties and Functions**
2. The Authority’s Representative shall discharge duties and functions substantially in accordance with the terms of reference set out in **Schedule 10**.
3. If deemed necessary for the project, The Authority’s Representative shall appoint a consulting engineering firm or Engineer to be the project engineer under this Agreement (**“Project Engineer”**). The appointment shall be made no later than 15 days from the date of this Agreement and shall be up to 3 months after the OCD.
4. If deemed necessary for the project, The Authority’s Representative shall appoint a consulting engineering firm or Engineer to be the project engineer under this Agreement (**“Project Engineer”**). The appointment shall be made no later than 120 days before project expiry and shall be upto project closure.
   1. **Payments**

The remuneration, costs and expenses of the Authority’s representative and Project Engineer shall be paid by the Authority.

* 1. **Termination of Appointment**

1. The Authority may, in its discretion, terminate the appointment of the Authority’s Representative at any time, but only after appointment of a suitable replacement for either in accordance with **Clause 4.1.**
2. If the Concessionaire has reason to believe that the Authority’s Representative or Project Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Authority’s Representative/Project Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure set out in **Article 11.**
   1. **Dispute Resolution**

If either Party disputes any advice, instruction, decision, direction or award of the Authority’s Representative/ Project Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure set out in Article 11.

**ARTICLE 5**

**SERVICE PROVIDER’S OBLIGATIONS**

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

* 1. **Performance Security**

1. The Service Provider shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to the Authority, simultaneously with the execution of this Agreement, an irrevocable, revolving and unconditional bank guarantee from a Nationalized bank acceptable to the Authority, in the form as set out in **Schedule 9**, ("**Performance Security**”) for a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_[[6]](#footnote-6)/- (Rupees \_\_\_\_\_\_\_\_\_ Only).
2. The Performance Security shall be kept valid throughout the Agreement Period.

Providedthat if the Agreement is terminated due to any event other than a Service Provider Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to the Authority’s right to receive amounts, if any, due from the Service Provider under this Agreement, be duly discharged and released to the Service Provider.

* 1. **Financing Arrangement**

The Service Provider shall at its cost, expenses and risk make such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

* 1. **Implementation: Deployment of Personnel and Equipment**

The Service Provider shall deploy adequate and qualified personnel, tools and equipment promptly for the smooth operations and maintenance of the FSTP as per the approved Construction Plan

* 1. **Project Implementation: Operation & Maintenance and Service Levels**

1. The Service Provider shall operate and maintain the FSTP in accordance with the Scope of work (**Schedule 2**), the Standard Operating Procedures (**Schedule 6**) and shall meet the Service Levels set out in **Schedule 8**.
2. During the Operation Period, the Concessionaire shall operate and maintain the Project, and if required, modify, repair or otherwise make improvements to the Project to conform to the Technical Specifications and Standards (**Schedule 5**), Applicable Laws, and Applicable Permits.
3. Preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project or encroachments on the Site;
4. The Service Provider shall, during the Operations Period suspend forthwith the whole or any part of the operations upon receiving a written notice from the Authority’s Representative, who may require the Service Provider to suspend the activities in whole or part if in the reasonable opinion of the Authority’s Representative, the operations are being carried on in a manner that is not in conformity with the Standard Operating Procedures (**Schedule 6**).
5. In the event that the Service Provider fails to rectify any deficiency in service in adhering to the Technical Specifications and Standards (**Schedule 5**) or where it fails to meet Standard Operating Procedures (**Schedule 6**) and Service Levels (**Schedule 8**), it shall be deemed to be in breach of the Agreement and the Authority may, without prejudice to any other rights or remedy available to it under this Agreement, have such defect or deficiency rectified at the risk and costs of the Service Provider.
   1. **Grievance Redressal**
6. The Service Provider shall ensure redressal of public/desludging operator complaints such as odour, improper disposal, long waiting times, etc. received by the Sanitation Cell within 48 hours. Non-compliance therefor shall attract the penalty as provided in Schedule 8.
7. The Service Provider shall submit details of grievances received and addressed along with the monthly invoice to the Authority as per Monthly Report;
   1. **Insurance**

The Service Provider shall provide, in the joint names of the Authority and the Service Provider, insurance cover for the following:

1. loss of or damage to the Works, Plant, and Materials;
2. 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 affect 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.

* 1. **Environmental Compliance**

The Service Provider shall, at all times, ensure that all aspects of the FSTP and processes employed in the operation and maintenance of the FSTP shall conform with the laws pertaining to environment, health and safety aspects including rules, policies and guidelines. The Service Provider shall obtain and maintain from time to time all necessary clearances from the SPCB [except the clearances relating to implementation of the Project which shall be procured by the Authority as set out in **Clause 3.3(b)**] or any other similarly empowered Government Agency and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the FSTP.

* 1. **Sale/Distribution of Products**

1. The Service Provider may adopt such processes, standards and methods as it considers necessary or expedient for disposal of all products at the FSTP, subject to meeting the applicable environmental, public health and safety standards issued from the government/Authority from time to time.
2. The Service Provider shall be free to sell or otherwise dispose of Products at such price and to such Persons and using such marketing and selling arrangements and strategies as it may deem appropriate.
   1. **General Obligations**

The Service Provider shall:

1. Ensure that the personnel deployed under this Agreement wear uniform having the logo of the Service Provider and carry an identity card with photo during working hours and produce the same on demand
2. Comply with the Applicable Laws in discharge of its obligation under this Agreement.
3. 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;
4. Pay all Taxes, duties and outgoings, including utility charges relating to the FSTP.
5. Keep all information relating to households/commercial establishments which is shared by the Authority or otherwise, 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.
   1. **Consortium and Procedure for Change in Consortium[[7]](#footnote-7)**

The Obligations of the Service Provider under this Agreement shall be carried out by the Consortium. The Consortium consists of Consortium Members, viz., M/s\_\_\_\_\_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_\_\_ (“Lead Member”) (ii) M/s\_\_\_\_\_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_\_\_ (“Other Member”) and (iii) M/s\_\_\_\_\_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_\_\_ (“Other Member”). However, the Lead Member shall be solely responsible for compliance of such obligations.

1. The Lead Member shall endeavour that Consortium Members as on Appointed Date remain part of Consortium throughout the period of the Agreement, however change in Consortium Members is permitted post 2 (two) years from the OCD.
2. In case change in composition of the Consortium is contemplated by the Lead Member, the Lead Member shall submit a proposal to the Authority setting out, inter alia, the following (“**Proposal for Change in Consortium**”):
3. Undertaking that the Lead Member will continue to be part of the reconstituted Consortium;
4. Names of Consortium Members proposed to be excluded from Consortium;
5. Details of Companies (including annual reports, technical experiences) proposed to be part of reconstituted Consortium;
6. memorandum of Understanding between the Lead Member and proposed Members of the Consortium; and
7. undertaking from the reconstituted Consortium Members that it will comply with the conditions set out in the Proposal of the original Consortium.
8. The Proposal for Change in Consortium may be accepted by the Authority at its discretion, if and only if,
9. The proposed members are companies incorporated under the Companies Act, 1956/2013;
10. The reconstituted Consortium continues to meet the Technical Capacity and Financial Capacity set out in Section 3 of the RFP document issued to Bidders for the Project;
11. the reconstituted Consortium expressly adopts the Proposal already made on behalf of original Consortium as if it were party to it originally;
12. The Memorandum of Understanding for proposed reconstituted Consortium is substantially similar to original Memorandum of Understanding submitted by the original Consortium and
13. any other clarifications sought by the Authority are satisfactorily provided by the Lead Member.
14. The reconstituted Consortium shall be effective from the date of acceptance of Proposal for Change in Consortium by the Authority.
    1. **No Breach of Obligations**

The Service Provider shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

1. Force Majeure Event, subject to **Clause 8.3**;
2. The Authority Event of Default;
3. Compliance with the instructions of the Project Engineer/the Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Service Provider of any of its obligations hereunder;
4. closure of the FSTP or part thereof with the approval of the Project Engineer/the Authority.

**ARTICLE 6**

**AUTHORITY’S OBLIGATIONS**

* 1. **FSTP Operation and Maintenance**

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

The Authority shall,

1. Provide encumbrance free FSTP site, motorable road, electricity (with backup generator if required), and water supply up to the FSTP.
2. Provide a report with the results of the performance tests conducted as part of the commissioning process.
3. Provide the Standard Operating Procedure (SOP) manual for the FSTP as **Schedule 6** of this document; and make arrangements to train the personnel to be deployed by Service Provider as part of the handing over efforts.
4. Support and facilitate the Service Provider in implementation of the Project in accordance with the provisions of this Agreement.
5. Support and facilitate the Service Provider in procuring Applicable Permits and Approvals and their renewals, if any.
6. Assist the Service Provider in procuring police assistance for ensuring safety of the FSTP, removal of trespassers and security to the Site, if so required during the Agreement Period.

**ARTICLE 7**

**OPERATIONS AND MAINTENANCE FEE**

* 1. **FSTP Operation and Maintenance Fee (FSTP O&M Fee)**

1. Subject to the provisions of this Agreement and in consideration of the Service Provider accepting the same and undertaking to perform and discharge its obligations relating to operations and maintenance of FSTP in accordance with the terms, conditions and covenants set forth in this Agreement, the Authority agrees and undertakes to pay to Service Provider an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_ (In words) (the **“FSTP O&M Fee**[[8]](#footnote-8)”) to be paid in equal monthly instalments during the Operations Period.
2. The FSTP O&M Fee shall be subject to escalation of 9% once every three years during the Agreement Period

1. FSTP O&M Fee shall be paid by the Authority within 15 (fifteen) days of receipt of invoice in this regard from the Service Provider. Payment of FSTP O&M Fee under this clause shall be subject to any penalty that will be deducted for non-compliance to Service Levels as set out in **Schedule 8**.
2. Any delay in payment of FSTP O&M Fee shall attract an interest of 8% per annum.
   1. **Mechanism of** **Payment**
3. The Authority shall within 15 days from the date of the Agreement open an account in a scheduled bank (“Designated Account”) and deposit an amount equivalent to 3 months Service Fee.
4. Upon withdrawal of funds from the Designated Account by the Service Provider, the Authority shall within 10 days of such withdrawal replenish, the Designated Account to the original level equivalent to 3 months Service Fee.
5. Payments of Service Fee to the Service Provider shall be made by way of account payee cheque.

**ARTICLE 8**

**FORCE MAJEURE AND CHANGE IN LAW**

* 1. **Force Majeure Event**

Any of the following events which is beyond the control of the Party claiming to be affected thereby (“Affected Party”) and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event.

1. Earthquake, flood, inundation and landslide.
2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.
3. Fire caused by reasons not attributable to the Service Provider or any of the employees, Contractors or agents appointed by the Service Provider for purposes of the Project.
4. Acts of terrorism.
5. Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Service Provider or the Contractor.
6. Action of a Government Agency having Material Adverse Effect including but not limited to:
7. Acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project/FSTP or any part thereof or of the Service Provider’s or the Contractor’s rights in relation to the Project;
8. Any judgement or order of a court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings which is non-collusive and duly prosecuted by the Service Provider, and
9. Any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Service Provider’s or the Contractor’s breach or failure in complying with the Applicable Laws, Applicable Permits, any judgement or order of a Governmental Agency or of any contract by which the Service Provider or the Contractor as the case may be is bound.
10. Early determination of this Agreement by the Authority for reasons of national emergency or national security.
11. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure.
    1. **Notice of Force Majeure Event**
12. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party the following in reasonable detail:
13. The nature and extent of the Force Majeure Event;
14. The estimated Force Majeure Period;
15. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
16. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
17. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
18. As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding **Sub-clause (a**), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the FSTP in order to:
19. Assess the impact of the underlying Force Majeure Event;
20. To determine the likely duration of Force Majeure Period; and
21. To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
22. The Affected Party shall during the Force Majeure Period provide to the other Party regular reports concerning the matters set out in the **preceding Sub-clause (b)** as also any information, details or document, which the other Party may reasonably require.
    1. **Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

1. Due notice of the Force Majeure Event has been given as required by the preceding **Clause 8.2**;
2. The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the FSTP as a result of the Force Majeure Event and to restore the FSTP, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
3. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the Project Engineer written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
4. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
   1. **Termination Due to Force Majeure Event**
5. **Termination**
6. if a Force Majeure Event, described under Clauses 8.1, continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
7. **Termination Notice**

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding **Sub-clause (a),** it shall issue Termination Notice setting out;

1. in sufficient detail the underlying Force Majeure Event;
2. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
3. the estimated Termination Payment including the details of computation thereof and;
4. any other relevant information.

1. **Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

1. the Termination Payment, if any, payable by the Authority in accordance with the following Sub-clause (d) is paid to the Service Provider on the Termination Date; and
2. the FSTP is handed back to the Authority by the Service Provider on the Termination Date free from all Encumbrance.
3. **Termination Payment**

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Service Provider by the Authority in accordance with the following:

1. If Termination is due to a Force Majeure Event, described under **Clauses 8.1(a)** to **8.1(e)**, no Termination Payment shall be made by the Authority to the Service Provider but, the Service Provider shall be entitled to receive and appropriate:
2. the proceeds of any amounts under insurance policies;and
3. the amounts in the Designated Account
4. If Termination is due to the occurrence of any event described under **Clauses 8.1(f)** or **8.1(g)** or **8.1(h)**, the Authority shall pay 3 months FSTP O&M Fee.
5. In addition to the termination payments, the Service Provider would also be allowed to appropriate the amounts in the Designated Account.

Provided the Authority shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Authority from the Service Provider as on the Termination Date.

* 1. **Liability for Other Losses, Damages etc.**

Save and except as expressly provided in this Article 8, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

**ARTICLE 9**

**EVENTS OF DEFAULT AND TERMINATION**

* 1. **Events of Default**

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

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 such event has occurred as a result of one or more reasons set out in **Clause 5.12**:

1. The Concessionaire has failed to adhere to Service Levels which has resulted in cause for termination as set out in **Schedule 8**;
2. The Service Provider has abandoned the FSTP;
3. **The Authority Event of Default**

Any of the following events shall constitute an event of default by the Authority ("Authority Event of Default”), when not caused by a Service Provider Event of Default or Force Majeure Event:

1. The Authority has failed to maintain minimum balance in the Designated Account which has resulted in delay of any payments due to the Service Provider for more than 90 days;
2. The Authority has unreasonably withheld or delayed grant of any approval or permission which the Service Provider is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect.
   1. **Termination Due to Event of Default**
3. **Termination for Service Provider Event of Default**
4. Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of a Service Provider Event of Default, the Authority shall, be entitled to terminate this Agreement in the manner as set out under **Clause 9.2(a)(ii)** and **Clause 9.2(a)(iii)**.

Provided however that upon the occurrence of a Service Provider Event of Default as specified under **Clause 9.1(a)**, the Authority may terminate this Agreement by issue of Termination Notice in the manner set out under **Clause 9.2(c)**.

1. If the Authority decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Service Provider. Within thirty (30) days of receipt of the Preliminary Notice, the Service Provider shall submit to the Authority in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the “Service Provider's Proposal to Rectify”). In case of non-submission of the Service Provider's Proposal to Rectify within the said period of 30 days, the Authority shall be entitled to terminate this Agreement by issuing Termination Notice.
2. If the Service Provider's Proposal to Rectify is submitted within the period stipulated therefor, the Service Provider shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the Service Provider fails to remedy/cure the underlying Event of Default within such further period allowed, the Authority shall be entitled to terminate this Agreement, by issue of Termination Notice.
3. **Termination for the Authority Event of Default**
4. Without prejudice to any other right or remedy which the Service Provider may have in respect thereof under this Agreement, upon the occurrence of the Authority Event of Default, the Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice in the manner set out under **Clause 9.2(b)(ii)** and Clause **9.2(b)(iii)**.
5. If the Service Provider decides to terminate this Agreement pursuant to preceding **Sub-clause (i)** it shall in the first instance issue Preliminary Notice to the Authority. Within 30 days of receipt of Preliminary Notice, the Authority shall forward to the Service Provider its proposal to remedy/ cure the underlying Event of Default (the "Authority Proposal to Rectify”). In case of non-submission of the Authority Proposal to Rectify within the period stipulated therefor, Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice.
6. If the Authority Proposal to Rectify is forwarded to the Service Provider within the period stipulated therefor, the Authority shall have further period of 30 days to remedy/cure the underlying Event of Default. If, however the Authority fails to remedy/cure the underlying Event of Default within such further period allowed, the Service Provider shall be entitled to terminate this Agreement by issuing Termination Notice.
7. **Termination Notice**

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding **Sub-clause (a) or (b),** it shall issue Termination Notice setting out:

1. In sufficient detail the underlying Event of Default;
2. The Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
3. The estimated termination payment including the details of computation thereof; and,
4. Any other relevant information.
5. **Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

1. Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the FSTP;
2. The termination payment, if any, payable by the Authority in accordance with the following Sub-clause (f) is paid to the Service Provider on the Termination Date; and
3. The FSTP is handed back to the Authority by the Service Provider on the Termination Date free from any Encumbrance along with any payment that may be due by the Service Provider to the Authority.
4. **Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

1. **Termination Payments**
2. Upon Termination of this Agreement on account of the Authority Event of Default,
3. The Authority shall release the Performance Security submitted by the Service Provider and the Authority shall pay to the Service Provider Termination Payment equal to three months FSTP O&M Fee.

Upon Termination of this Agreement on account of the Service Provider Event of Default, the Authority shall appropriate the Performance Security, if any subsisting.

* 1. **Rights of the Authority on Termination**

Upon Termination of this Agreement for any reason whatsoever, the Authority shall upon making the Termination Payment, if any, to the Service Provider have the power and authority to:

1. enter upon and take possession and control of the FSTP forthwith;
2. Prohibit the Service Provider and any person claiming through or under the Service Provider from entering upon/dealing with the FSTP;
3. 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 hand back of the FSTP by the Service Provider to the Authority shall be free from any such obligation.
   1. **Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

**ARTICLE 10**

**HANDBACK OF FSTP**

* 1. **Ownership**

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

* 1. **Service Provider’s Obligations**

1. Upon the expiry of the Agreement Period, the Service Provider shall hand back peaceful possession of the FSTP to the Authority free of cost and in good condition.
2. The Service Provider hereby acknowledges the Authority’s rights specified in **Clause 9.3** enforceable against it upon Termination and its corresponding obligations arising therefrom. The Service Provider undertakes to comply with and discharge promptly all such obligations.
   1. **The Authority’s Obligations**

The Authority shall, subject to the Authority’s right to deduct amounts from the Designated Account towards:

1. Carrying out works/jobs listed under **Clause 10.2**, which have not been carried out by the Service Provider,
2. Purchase of items, which have not been handed back to the Authority along with the FSTP in terms of **Clause 10.2,** and
3. Any outstanding dues, which may have accrued in respect of the Project during the Agreement Period, duly discharge and release to the Service Provider the amounts in the Designated Account in accordance with **Clause 7.2.**

**ARTICLE 11**

**DISPUTE RESOLUTION**

* 1. **Amicable Resolution**

1. Any dispute in relation to this Agreement, (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in **Sub-clause (b)** below.
2. Either Party may require such Dispute to be referred to the \_\_\_\_\_\_\_\_, [*the Authority*] (or the Person holding charge) and the Chief Executive Officer of the Service Provider for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of **Clause 11.2** below.
   1. **Arbitration**
3. **Procedure**

Subject to the provisions of **Clause 11.1**, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 15 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

1. **Place of Arbitration**

The place of arbitration shall ordinarily be [\_\_\_\_\_\_] but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

1. **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

1. **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

* 1. **Performance During Dispute**

Pending the resolution of any Dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such resolution.

**ARTICLE 12**

**MISCELLANEOUS**

* 1. **Governing Law and Jurisdiction**

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

* 1. **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.

* 1. **Notices**

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

**If to the Authority**:

\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

**If to the Service Provider**:

The Managing Director,

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Or such address, 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 recognised courier or by mail (registered, return receipt requested) at that address, and
2. in the case of any communication made by facsimile, when transmitted properly addressed to such telex number or facsimile number.
   1. **Counterparts**

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

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

SIGNED SEALED AND DELIVERED

|  |  |
| --- | --- |
| For and on behalf of the AUTHORITY by:  (Signature)  (Name)  (Designation)  WITNESSES | For and on behalf of SERVICE PROVIDER by:  (Signature) |
| In the presence of:  1) | 2) |

# SCHEDULE 1: DETAILS OF PROJECT SITE

[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 with FSTP site marked]

**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. Faecal Sludge Characteristics**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Characteristic of Faecal Sludge** | **Value** |
| 1 | Total solids (mg/l) |  |
| 2 | Total suspended solids (mg/l) |  |
| 3 | Volatile solids (mg/l) |  |
| 4 | COD (mg/l) |  |
| 5 | BOD (mg/l) |  |
| 6 | Total Kjeldahl Nitrogen (mg/l) |  |
| 7 | Oil and grease (mg/l) |  |
| 8 | E Coli (CFU/ml) |  |

**IV. Details of FSTP Layout**

[Provide details about survey number and description, GPS co-ordinates, extent, area, map with approach road]

# SCHEDULE 2: SCOPE OF WORK

1. **Overview** – The concessionaire shall be responsible for
   1. Operate and maintain the FSTP for entire operations period so as to meet all prevalent public health and environmental regulations, conform to Standards (**Schedule 5**), and meet Service Levels (**Schedule 8**).
   2. Transfer the FSTP in good operating condition at the end of the operations period in good working order and meeting all conditions prescribed herein to ensure smooth transition of O&M services to the next Concessionaire.
2. **Operations and Maintenance**
   1. The Concessionaire is responsible for Operations and Maintenance of the FTSP in accordance with the Standard Operating Procedures (SOP) document approved by the Authority and will bear all costs incurred for the same.
   2. The FSTP will accept faecal sludge loads only from emptying operators licensed or otherwise approved by the Authority.
   3. All faecal sludge loads have to be safely treated as per SOP to meet prescribed standards (**Schedule 5**). Discharging untreated or partially treated faecal sludge will attract penalties as per **Schedule 8**.
   4. The concessionaire will employ competent and requisite staff for the O&M of the FSTP. Such staff will be provided photo identity cards and uniforms during their employment at the FSTP.
   5. The Concessionaire is responsible for all plant safety related initiatives and for the safety of the workers at the FSTP.

* 1. The Concessionaire will monitor the performance of the FSTP. In addition, the Concessionaire, at their own cost, will conduct tests to analyse inlet septage and effluent/solids quality after treatment on their own initiative and at the direction of competent authorities. Concessionaire shall initiate and take adequate actions to ensure smooth and satisfactory performance.
  2. The Concessionaire shall prepare and implement an effective plant maintenance programme, including general cleaning, housekeeping, landscaping, and maintenance of all utilities and amenities at the FSTP, in consultation with the Authority. It is solely the Concessionaire’s responsibility to look after all sorts of maintenance whether regular, preventive, or break-down regardless of its cost.
  3. The Concessionaire shall be responsible for procuring all consumables required for smooth operation of the FSTP, including safety equipment such as Personal Protective Equipment for workers, tools and spares as required.
  4. The Concessionaire will maintain all records diligently as per the SOP document, including but not limited to, personnel attendance, equipment maintenance and repair, process parameters, monitoring and lab test reports, safety incidents, visitors, consumable and spare parts stock and treatment product disposal stocks records. These records will be used to generate a monthly report (as per **Schedule 7**) to the Authority and shall be made available upon request at any time.
  5. The Concessionaire will separate any wastes and rejects from the treatment process and safely store them onsite until the same is picked up by the Authority at pre-specified intervals. The Concessionaire is prohibited from disposing any wastes indiscriminately.
  6. The Concessionaire is encouraged to take all possible steps for evacuating the treated septage products and water from the FSTP in conformance with **Schedule 5**. The Concessionaire shall have “Right to Sell” the treated septage and water for reuse by potential buyers for the purpose of agriculture/ commercial/industrial use. The Authority is responsible for evacuating any treatment products from the FSTP.

1. **Transfer of FSTP after O&M period**
   1. Three months before the end of the contract period the Authority will inspect and assess the state of the plant and equipment in order to determine the repairs to be undertaken before transfer of assets. Such repairs will not address normal wear and tear due to regular operations. The Concessionaire is bound to make all such recommended repairs in a time bound manner and ensure smooth transition.
   2. On completion of the operations period, the Concessionaire shall have to handover the Faecal Sludge & Septage treatment plant to the Authority in full working condition. However, it will be open to the Authority to either extend the contracted operations period through mutually agreed terms and/or agree to retain the additional infrastructure that the Concessionaire has created.
   3. Handing over of the Plant in good working condition with all relevant documents such as as-built drawings, physical & operational condition of the assets, O&M and training manual for the plant, periodical reports, all plant log books in hard and soft copies to the Authority.
   4. The Plant will be taken over by Authority on satisfactory completion of the operations Period of the plant provided that
      1. The plant/equipment are in good, smooth running condition.
      2. The result of the treated effluent/septage quality for last 3 (three) months of operation of the plant is within the limits specified.
      3. In case of major repairs/replacement of equipment, the performance guarantee for such unit/equipment is extended by 6 (six) months from the date of satisfactory operation of such unit/equipment.
      4. All records of operation and maintenance are handed over to Authority in proper condition.
      5. The Concessionaire should repaint the plant including all civil structures, mechanical, electrical equipment/units/structures.
      6. In case taking over is delayed on account of Concessionaire’s failure, the operations period will be extended further till it meets the requirement without any extra cost to Authority.
2. **General**
   1. The Authority has the right to conduct a technical audit of the Plant and to perform any analysis or inspection deemed necessary. The Concessionaire shall at their cost provide all assistance to the Authority required to complete these inspections. Such audits may cover all or any of the obligations of the Concessionaire.

# SCHEDULE 3: IMPLEMENTATION PLAN

The Concessionaire shall provide the following information regarding planning for the O&M of treatment plant.

1. FSTP O&M implementation plan with the following details (as per Schedule 6)
   1. Schedule for reaching steady state operations from system start-up, if applicable
   2. Personnel to be deployed by the Concessionaire

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

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

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

Name and Signature of Concessionaire

# SCHEDULE 4: TEMPLATE FORMS

(copy of form A to be provided by desludging operator to FSTP operator at the time of disposal at FSTP; provided for information purposes)

1. **DESLUDGING REQUEST REGISTER**

|  |  |  |
| --- | --- | --- |
| **Sl.No.** | **Item Description** | **Entry** |
| 1 | Serial Number or Service Request Number |  |
| 2 | Form No. (Same Form No. as in FSM Customer Service Form) |  |
| 3 | Name of Customer |  |
| 4 | Phone Number |  |
| 5 | Address |  |
| 6 | Property tax no. |  |
| 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 |  |

1. **FSM CUSTOMER SERVICE FORM**

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

Service Fee/Fixed tariff per trip[[9]](#footnote-9)\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Desludging Service Form**

|  |  |  |
| --- | --- | --- |
| **Sl.No.** | **Item Description** | **Entry** |
| 1 | Serial number or service request number |  |
| 2 | Name of 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

**3) Service Provision Form**

|  |  |  |
| --- | --- | --- |
| **Sl.No.** | **Item Description** | **Entry** |
| 11 | Reason, if desludging could not be completed | * Customer did not respond * Narrow lane, no access * No access to pit/tank * Other |
| 12 | Desludging date and time |  |
| 13 | Containment structure | * Septic tank * Pit latrines * Other |
| 14 | Type of property | * Residential * Commercial/Institution * Hotels/Restaurants/other Large Kitchens * Public Toilet * Others |
| 15 | Vehicle Desludging License Number |  |
| 16 | Any other remarks (please include any damage to structure in description) |  |

**4) Customer feedback – to be filled by customer’s own hand**

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

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

Name & Signature of property owner

**5) Faecal Sludge Disposal information**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Item Description** | **Entry** |
| 17 | Date & Time of disposal |  |
| 18 | Did the designated disposal site accept faecal sludge? | * Yes * No |
| 19 | If No, provide reasons | * Not domestic sludge * Plant treatment capacity met for the day * Plant shut down for maintenance * Others\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 20 | If Yes, Volume of faecal sludge received in litres |  |

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

Name and Signature of Authorized Treatment Plant Operator Signatory and Title:

If the designated disposal site did not accept faecal sludge, where was it disposed:

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

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

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Name and Signature of Concessionaire

**Methodology to fill the Form:**

1. When a request is received at the Sanitation Cell, the authorized 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:

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

1. 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: STANDARDS FOR TREATMENT OF FAECAL SLUDGE

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 |

Faecal sludge treatment plants should adhere to standards and reporting protocols described in this schedule.

* + - 1. ***Standards for Biosolids***

The standards for biosolids are classified under four components - pathogen reduction, vector attraction reduction (VAR), contaminant standards, and general criteria. It is expected that FSTPs adhere to requirements specified under all these components.

* 1. **Pathogen Reduction Standards:**

The pathogen load in biosolids should be reduced in order to minimize risk to public health. The FSTP shall implement any of the processes listed under (a) to (c) below, or achieve the standards prescribed in (d) using any other process.

1. Air drying on percolation beds to achieve a moisture content not more than 60% followed by storage in a dry space for at least one year.   
   (or)
2. Co-composting of faecal sludge solids with organic solid waste to achieve temperatures above 45-degree C for at-least 7 consecutive days after every turning or any other time temperature combinations as prescribed in the pathogen kill curve (Appendix 1).

(or)

1. Achieve temperatures homogeneously within the solids as per the pathogen kill curve using any thermal process (Appendix 2).

(or)

1. Demonstrate consistent achievement of 1,000 most probable number (MPN) per gram total dry solids of E Coli or 1,000 colony-forming unit (CFU) per gram total dry solids of faecal coliform (Appendix 3).

**1.2 Vector attraction reduction (VAR) standards:**

The pathogen in faecal sludge solids pose a risk of transmission through vectors such as insects, rodents and birds. It is, therefore, necessary that in addition to pathogen reduction, faecal sludge solids must be subjected to vector attraction reduction. The following processes are aimed at VAR.

1. Composting to achieve temperatures above 40º C for at least 14 days with average temperatures exceeding 45º C in that time.

(or)

1. Any other process which can achieve a VS/TS ratio of 40% as an output of sludge digestion.

(and)

1. Any process which reduces the final moisture content in biosolids to less than 25%.

**1.3 Contaminant standards:**

The biosolids should not have toxic contamination in order to reduce risk to receiving soils.

1. The ceiling limit of heavy metal contamination levels in biosolids are stated in the Table 2. Periodic tests have to be carried out, as described in *Appendix 4*, to determine the level of contamination and, therefore, regulate the reuse application. If any of the heavy metals found in biosolids are above these ceiling limits, then the reuse of biosolids should be stopped.

Table 2: Ceiling Limits for Heavy Metal Contamination in Biosolids

|  |  |
| --- | --- |
| **Heavy metal** | **Ceiling limit for biosolids (mg/kg dry weight basis)** |
| Arsenic | 75 |
| Cadmium | 85 |
| Chromium | 3000 |
| Copper | 4300 |
| Lead | 840 |
| Mercury | 57 |
| Nickel | 420 |
| Selenium | 100 |
| Zinc | 7500 |

**1.4 General criteria**

* 1. No foul odour should emanate from the biosolids.
  2. In case partially treated biosolids are transported outside the FSTP for further treatment, then at least VAR standards have to be met.

1. ***Standards for Treated Effluent*** 
   1. **Proposed Standards for treated effluent discharge from FSTPs**
2. These standards in Table 3 are applicable for discharge of treated effluent to surface water bodies, land disposal and for ground water recharge.

Table 3: Effluent Discharge Standards

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Parameters** | **Unit** | **Standards** |
| 1 | pH |  | 6.5 - 9 |
| 2 | BOD3 | mg/L | < 30 |
| 3 | TSS | mg/L | < 100 |
| 4 | Faecal coliform | MPN/100 mL | <1000 |

1. ***Standards for Emissions***
   1. **Stack emissions standards**
2. FSTPs implementing thermal processes are expected to meet standards as listed in Table 4 for incineration of solid waste, as prescribed in the manual for Municipal Solid Waste Management (CPHEEO, 2016).

Table 4: Emission Standards for Thermal Treatment

|  |  |  |
| --- | --- | --- |
| **Parameter** | **Emission Standard** | |
| Particulates | 50 mg/Nm3 | Standard refers to half hourly average value. |
| HCl | 50 mg/Nm3 | Standard refers to half hourly average value. |
| SO2 | 200 mg/Nm3 | Standard refers to half hourly average value. |
| CO | 100 mg/Nm3 | Standard refers to half hourly average value. |
| 50 mg/Nm3 | Standard refers to daily average value. |
| Total Organic Carbon | 20 mg/Nm3 | Standard refers to half hourly average value. |
| HF | 4 mg/Nm3 | Standard refers to half hourly average value. |
| NOx (NO and NO2 expressed as NO2) | 400 mg/Nm3 | Standard refers to half hourly average value. |
| Total dioxins and furans | 0.1ng TEQ/Nm2 | Standard refers to 6-8 hours sampling. Please refer guidelines for 17 concerned congeners for toxic equivalence values to arrive at total toxic equivalence |
| Cd + Th + their compounds | 0.05 mg/Nm3 | Standard refers to sampling time anywhere between 30 minutes and 8 hours |
| Hg and its compounds | 0.05 mg/Nm3 | Standard refers to sampling time anywhere between 30 minutes and 8 hours |
| Sb + As + Pb + Cr + Co + Cu + Mn + Ni + V + their compounds | 0.5 mg/Nm3 | Standard refers to sampling time anywhere between 30 minutes and 8 hours |

1. ***Reporting Protocol***

In addition to following the above standards, FSTPs must employ the reporting and record-keeping procedures described below:

1. All process parameters are to be logged (Appendix 5) by the FSTP operator.
2. Biosolids must be sampled and analysed as per prescribed protocols (*Appendix 4 and 5*).
3. Effluent must be sampled and tested every month. Sampling and testing protocols may be adopted from the Guide Manual: Water and Wastewater Analysis (CPCB).
4. A register to be maintained containing information on the quantity and application of biosolids sold/reused (Appendix 6)
5. All reports mentioned above, including emission readings, should be filed and available at the FSTP for a minimum period of 2 years.

**Appendix 1: Recommendations for storage treatment of dry excreta and faecal sludge before use**

These recommendations apply when there is no addition of new faecal matter.

Table A1: Recommended Conditions for Treatment by Storage for Dried Faecal Sludge

|  |  |  |
| --- | --- | --- |
| **Treatment** | **Criteria** | **Comment** |
| Storage;  ambient temperature  2-200 C | 1.5-2 years | Will eliminate bacterial pathogens; regrowth of E.coli and Salmonella may be considered if rewetted; will reduce viruses and parasitic protozoa below risk levels. Some soil-borne ova may persist in low numbers. |
| Storage;  ambient temperature  > 20-350 C | > 1 year Substantial to total inactivation of viruses, bacteria and  protozoa; Appendix 3: Time-temperature diagram for pathogen kill | inactivation of schistosome eggs (< 1 month); inactivation of nematode (roundworm) eggs, e.g. hookworm (Ancylostoma/Necator) and whipworm (Trichuris); survival of a certain percentage (10-30%) of Ascaris eggs (> 4 months), while a more or less complete inactivation of Ascaris eggs  will occur within 1 year (Strauss, 1985) |

Source: WHO 2006

**Appendix 2: Time-Temperature Diagram for Pathogen Kill**

Influence of time and temperature on selected pathogens in night soil and sludge. A treatment process that achieves time-temperature combination in the safety zone shown in the figure should be lethal to all excreted pathogens (except for Hepatitis A virus at low retention times). Indicated time-temperature combinations are – at least 1 hour at 62º C or more, 1 day at 50º C or above, 1 week at 46º C or above.

Figure A1: Pathogen Kill Graph for Faecal Sludge

Diagram

Description automatically generated

Source: Feachem et al. 1983

**Appendix 3: Biosolids testing protocol for microbial parameter**

The microbial parameters analysed for the sample should be within the prescribed output standards. If the test results of the sample do not comply with the prescribed standards, then the sale or evacuation of biosolids should be stopped immediately. Measures should be taken to rectify any design or operational deviation and then the testing should be carried out fortnightly until the results comply with the standards.

Table A2: Microbial Testing Protocol for Biosolids

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Parameter** | **Frequency of testing** | **Sampling point and method** | **Test methods** | **Limits** |
| Faecal coliform/ E-coli | Every month | Point: When biosolids are used or disposed  When biosolids are prepared for give away or sale or applied in land | (US)EPA 1681 | <1000 MPN (E-coli)/g Total solids or <1000 CFU (Faecal coliform)/g Total solids  (Total solids by dry weight) |

**Appendix 4: Testing frequency and protocol for contaminants in Biosolids**

Table A3: Contaminants Testing Protocol for Biosolids

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Standards** | **Parameter** | **Frequency of testing** | **Sampling point** | **Test methods** |
| Ceiling limits | Heavy metals (Arsenic, cadmium, chromium, copper, lead, mercury, nickel, zinc) | Once in a year or as prescribed by the officer in charge | When biosolids are used or disposed  When biosolids are prepared for give away or sale or applied in land | (US)EPA 600 |

**Appendix 5: Biosolids data collection and reporting format**

Table A4: Reporting Parameters and Protocol for Biosolids Treatment Process

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Process** | **Parameter** | **Sampling point** | **Frequency** | **Test methods** |
| 1. Air drying | Moisture | When removing dried FS solids from the bed | Every batch | (US) EPA -1684 (or) other approved probes |
| 1. Co-composting | Temperature of the co-compost | Average of 6-hourly temperature reading collected everyday over 14 consecutive days. | Every heap | Temperature probe immersed in compost pile |
| 1. Any other process for pathogen reduction standards “c” | Temperature of the sludge/dry solids | Average of 6-hourly temperature reading collected everyday over 7 consecutive days (or) as per time requirement for pathogen kill (Appendix 3) | Every batch | Temperature probe immersed in sludge |
| 1. Storage | Moisture | When biosolids are used or disposed  When biosolids are prepared for give away or sale or applied in land | Every month | (US) EPA -1684 (or) other approved probes |
| 1. Any process for VS/TS reduction | VS/TS ratio | While removing sludge from VS/TS reduction process | Every month | (US)EPA – 1684 |
| 1. Any process for moisture removal | Moisture | At the end of the treatment process or when biosolids are used or disposed  When biosolids are prepared for give away or sale or applied in land | Every month | (US) EPA -1684 (or) other approved probes |

**Appendix 6: Biosolids reuse data collection**

Table A5: Biosolids Sale and Disposal Log Format

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl. No** | **Date** | **Quantity** | **Details of the transporting vehicle** | **End use application** | **Location of biosolids application and contact details of person in charge** | **Meets biosolids standards? (Yes/No)** |
|  |  |  |  |  |  |  |

Separate logs shall be maintained for any other treatment by-products, including if treated water is being sold/disposed

**Appendix 7: Faecal sludge acceptance screening at FSTP**

The FSTP operator must undertake the following checks on the faecal sludge arriving through desludging vehicles to authenticate the domestic nature of the FS. Any faecal sludge which does not pass these tests should strictly not be accepted for treatment as it can foul the entire treatment system. Data collected through these tests should be logged and maintained at the FSTP along with details of the desludging truck and FS source.

Table A6. Screening of Faecal Sludge for Acceptance at FSTP

|  |  |  |
| --- | --- | --- |
| **Parameters** | **Test procedure** | **Recommended limits** |
| pH | Grab sample from the truck outlet.  Analysis using approved pH measuring methods – IS:3025 | 6.5 – 9 |
| Temperature | Grab sample from the truck outlet.  Analysis using approved temperature measuring instruments | 25 – 35 oC (or)  Ambient temperature +/- 5o C |

In addition to these, the operator must be trained to identify unusual colour and odour in the incoming faecal sludge.

# SCHEDULE 6: STANDARD OPERATING PROCEDURES

(to be provided by the Authority to the Service Provider)

# SCHEDULE 7: MONTHLY REPORT

**Faecal Sludge Treatment Plant (FSTP) Operations Related Data**

1. FSTP operations report for (MM/YYYY):
2. Date of submission:

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Item Description** | **Entry** |
| 1 | Number of truck loads received at the FSTP in the month |  |
| 2 | Number of litres of sludge received at the FSTP in the month |  |
| 3 | Total number of truck loads NOT accepted at FSTP in the month |  |
| 4 | Total number of litres of sludge NOT accepted at FSTP in the month |  |
| 5 | Number of truck loads NOT accepted due to non-domestic sludge in the month |  |
| 6 | Number of truck loads NOT accepted due to FSTP being full for the day in the month |  |
| 7 | Number of truck loads NOT accepted due to FSTP being shut down for maintenance in the month |  |
| 8 | Number of truck loads NOT accepted for any other reason in the month |  |
| 9 | Number of days FSTP was shut down for maintenance in the month |  |
| 10 | Number of days FSTP was shut down for any other reason in the month |  |
| 11 | Describe reason for shut down briefly |  |
| 12 | Quantity in kg of treated solids sold in the month |  |
| 13 | Quantity in kg of treated solids otherwise disposed in the month |  |
| 14 | Describe how treated solids were disposed if not sold |  |
| 15 | Quantity in litres of treated wastewater sold in the month |  |
| 16 | Quantity in liters of treated wastewater disposed in the month |  |
| 17 | Describe how treated wastewater was disposed |  |
| 18 | Quantity in kg of any other treatment products sold in the month |  |
| 19 | Quantity in kg of any other treatment products disposed in the month |  |
| 20 | Describe how other treatment product was disposed |  |
| 21 | Total quantity in kg of treated solids in stock |  |
| 22 | Total quantity in kg of any other treatment product in stock |  |
| 23 | Number of truckloads of Faecal Sludge sampled for testing in the month |  |
| 24 | Number of samples of raw Faecal Sludge tested at lab in the month (please attach copy of lab reports) |  |
| 25 | Number of samples of treated solids lab tested in the month (please attach copy of lab reports) |  |
| 26 | Number of samples of treated wastewater lab tested in the month (please attach copy of lab reports) |  |
| 27 | Also attach any emissions tests, other treatment product tests conducted in the month as applicable |  |
| 28 | Number of accidents or other worker safety related incidents happened at the FSTP in the month - please attach separate report for each incident |  |
| 29 | Was any faecal sludge disposed in raw or partially treated form into the environment in any way? If yes, please attach a separate report for each such incident | * Yes * No |
| 30 | Was any untreated wastewater disposed into the environment? If yes, please attach a separate report for each such incident | * Yes * No |
| 31 | Number of complaints registered at the FSTP regarding its operations in the month |  |
| 32 | Append an action taken report for each complaint registered |  |
| 33 | Number of staff that underwent formal training in the month (provide photos and details of training) |  |
| 34 | Number of staff that underwent quarterly health check-ups in the month |  |

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

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

Name and Signature of Authorized Representative of Concessionaire

# SCHEDULE 8: SERVICE LEVELS AND PENALTIES

The concessionaire 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 operating the plant.
      4. Assuring sustainability of the FSM operations.
2. **Basic Service Levels**
   1. The FSTP shall accept loads only from operators licensed or otherwise approved by the authority.
   2. The FSTP shall accept loads at all times between [7am to 9pm] on all 365 days a year except statutory public holidays.
   3. The Concessionaire shall conform to the Scope of work (**Schedule 2**), Standard Operating Procedures (**Schedule 6**), and the relevant portions of the Quality Definitions Standards and Specifications (**Schedule 5**) in this agreement.
3. **Primary Service Level Benchmarks**
   1. Disposal at designated site: 100% of faecal sludge transported by licensed or authorized E&T operators should be allowed to be disposed at designated disposal site.
      1. The designated disposal site operator will be penalised for rejecting a truck load unless a) the capacity of the site is exceeded for the day, b) the sludge is from a non-domestic source.
   2. Wait time of truck at designated disposal site exceeds 25 min
      1. If such delays occur more than 25% of trips then the Authority should make changes at their own cost to rectify the situation.
   3. Treating faecal sludge to requisite standards (as per **Schedule 5**)
      1. Disposing of untreated or partially treated faecal sludge is prohibited and the Concessionaire will be penalised for doing so.
      2. All tests prescribed for end products of treatment must conform to standards.
      3. If biosolids tests show non-conformance for three consecutive months a thorough third-party technical investigation should be conducted into the FSTP process to determine root cause. The Authority or Concessionaire shall bear the cost of the investigation and making any changes recommended, as contractually appropriate.
      4. Non-compliance to logging of process parameters will lead to penalties
      5. If treated wastewater samples tested show non-conformance for three consecutive months a thorough third-party technical investigation should be conducted into the FSTP process to determine root cause. The Authority or Concessionaire shall bear the cost of the investigation and making any changes recommended, as contractually appropriate.
      6. If emissions samples tested show non-compliance for seven consecutive days a thorough third-party technical investigation should be conducted into the FSTP process to determine root cause. The Authority or Concessionaire shall bear the cost of the investigation and making any changes recommended, as contractually appropriate.
      7. Dispose any other products of the treatment process, such as, residual ash, garbage separated from faecal sludge, and other wastes as per existing rules (e.g., MSW 2016 rules). Local government is responsible for collection and safe disposal of Trash separated from faecal sludge.
   4. Worker health & safety during FSTP operation: Zero death or disability due to avoidable causes. A maximum of one incident in 3 years of FSTP operations 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 Concessionaire. In case of repeated violation, the Authority will insist on training to the staff at the cost of the Concessionaire.
      4. Every incident leading to loss of working hours for an operator will be investigated and the Concessionaire will be penalised if negligence or non-conformance to SOP is found.
      5. All workers at the treatment plants should be provided quarterly health check-ups by the Concessionaire.
4. **Secondary Service Level Benchmarks**
   1. Maintenance of assets for ensuring full functional life
      1. Regular (preventive) maintenance schedule published and adhered to as documented in asset log book.
      2. All breakdowns of 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 uninterrupted acceptance of faecal sludge to full capacity at FSTP.
      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 Concessionaire, at the completion of service period.
   2. FSTP as a model plant.
      1. A welcome desk managed continuously during daily operating hours to answer phone calls, handle visits and log public grievances if any.
      2. High quality of general maintenance along with proper landscaping to ensure that the premises are aesthetically pleasing and welcoming of visitors.
      3. Any public complaints against nuisance for odour or visual nuisance have to be logged without fail and addressed within one day.
5. **Monitoring and Record Keeping**
   1. FSTP 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. Treatment plant operators should maintain daily logs.
   3. Records of all lab tests should be filed.
   4. Treatment process logs (e.g., temperature of composting, moisture in dried solids) help investigate/understand any shortcomings in quality of outputs and hence are critical to maintain as per **Schedule 5.**
   5. 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. Conditions in ‘Consent for operations’ letter should be diligently adhered to.
   2. All queries from authorities should be responded to in a timely manner.
   3. 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. | 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 |  |
| 2. | Treatment plant operator rejecting faecal sludge load without valid reason | High |  |
| 3. | Treatment plant operator discharges untreated or partially treated faecal sludge | High |  |
| 4. | Disposing process rejects and wastes from treatment plant indiscriminately/unsafely | Low |  |
| 5. | 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, in general cleanliness and upkeep of FSTP (odour and aesthetics), and operator coming into unsafe contact with faecal sludge | Low |  |
| 6. | Any observed or reported instance of non-compliance:  in maintaining process, maintenance and safety logs,  in maintaining records of tests and other relevant documents  in meeting compliance requirements in full and in a timely manner | Low |  |

**Contract Termination:** Operator contracts for treatment plant operation 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)[[10]](#footnote-10)

**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**

1. By the Concession Agreement (“the Concession Agreement”) being entered into between the Authority and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“the Concessionaire”), the Concessionaire has been granted the Concession to implement the project envisaging outsourcing the Operations and Maintenance of FSTP at \_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “the Project”).
2. In terms of **Clause 5.1** of the Concession Agreement, the Concessionaire 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 Concession Agreement, relating to the execution of the Project.
3. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire 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 Concession 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 Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire 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 Concessionaire 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 \_\_\_\_\_\_[[11]](#footnote-11) unless discharged/released earlier by the Authority in accordance with the provisions of the Concession 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 Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/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.

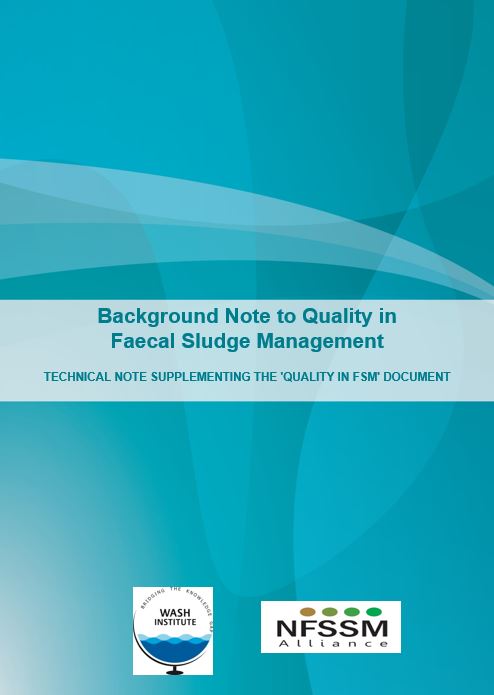
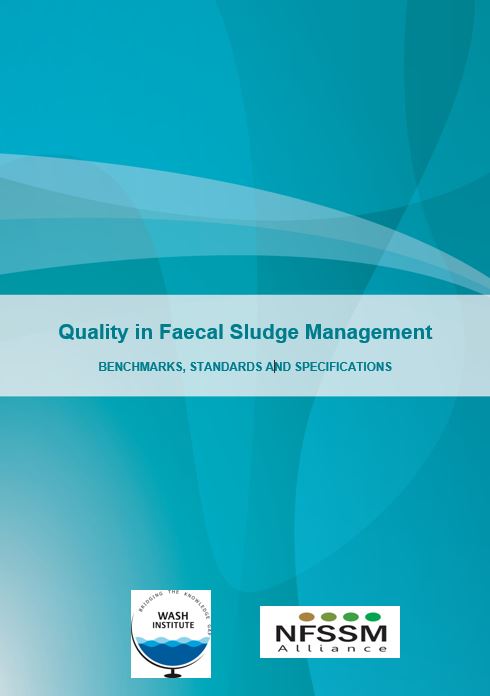
# SCHEDULE 10: SCOPE OF WORK OF AUTHORITY’S REPRESENTATIVE

1. **Role of Authority’s Representative**

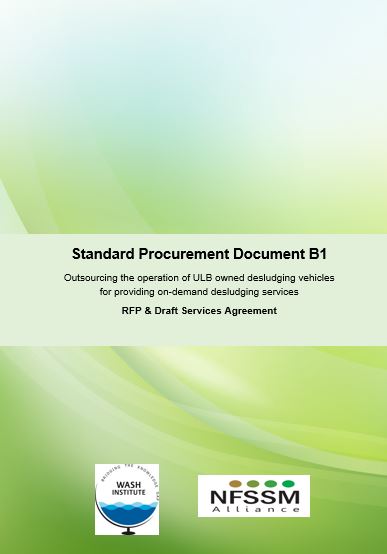
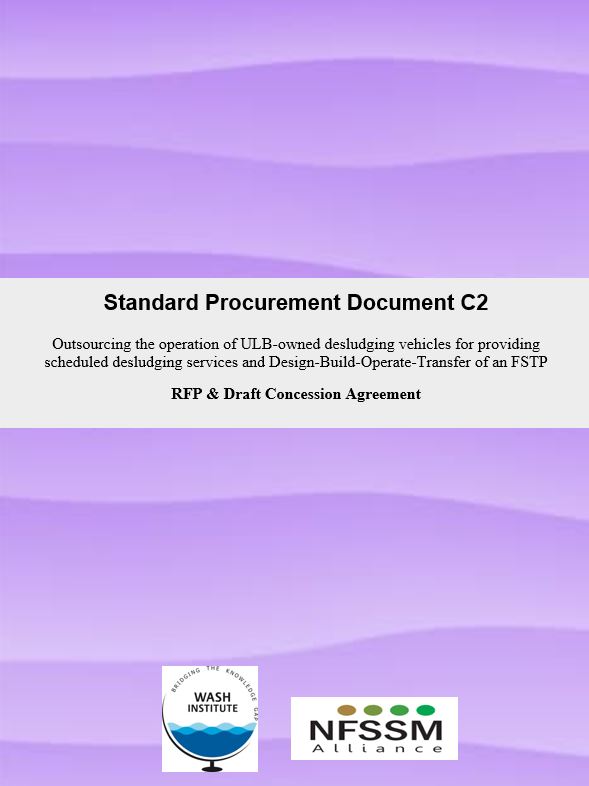
The Authority’s Representative is expected to facilitate smooth implementation of the project in its entirety. As such, the primary responsibility of Authority’s Representative is to:

1. provide administration of the contract in full;
2. assure adherence to quality norms throughout the project period
3. **Operations Period** 
   1. During this period the Authority’s Representative would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with Standard Operating Procedures. The specific activities to be undertaken would include the following:
4. Monitor FSTP Operation and Maintenance activities (including maintenance of FSTP, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the Standard Operative Procedures, O&M Plan and O&M Manual;
5. Review and approve monthly reports and invoices submitted by Concessionaire
6. Monitor complaints and grievances received for FSTP O&M operations to understand causes and oversee remedial action by Concessionaire
7. Assess quality of Concessionaire’s performance against expected Service Levels based on Monthly Reports, filed visits, and complaints to encourage remedial actions as required and levy penalties where applicable
8. In general, ensure that the Concessionaire discharges contractual obligations
9. **Hand Back of Project**
   1. The Authority’s Representative will assess the condition of all Authority assets and specify any repairs to be made by Concessionaire beforehand back.
10. **Other Obligations**
    1. The Authority’s Representative shall facilitate continuity of operations as far as possible in emergency or extra-ordinary circumstances or Force Majeure Event or other exigencies.
    2. The Authority’s Representative shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
11. All relevant technical project documents as submitted by the Concessionaire;
12. Construction Cost/O&M Fee Payments;
13. Change in Law;
14. Force Majeure Events;
15. Breaches and Defaults by the Parties; and
16. Hand back Requirements

# SCHEDULE 11: COPY OF LETTER FROM SPCB WITH CFO

**Relevant FSM Publications by WASH Institute**



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**Business Models for**

**Fecal Sludge Management in India**

https://doi.org/10.5337/2020.209

**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

**Standard Procurement Document – B1**

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

**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.

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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)
2. Period for undertaking Bid Process to be modified as per the applicable procurement law of the State. [↑](#footnote-ref-2)
3. Registered Sole Proprietor, Registered Partnership firm and Trusts can submit the certificate from the Chartered Account who audits their books of accounts. [↑](#footnote-ref-3)
4. Provisions in the square parenthesis shall be filled or modified suitably [↑](#footnote-ref-4)
5. Mention the Location where the Project is to be set up [↑](#footnote-ref-5)
6. Performance Security shall be equal to 10% x bid price for FSTP O&M fee per year quoted by the bidder [↑](#footnote-ref-6)
7. To be deleted, in case the Successful Bidder is not a Consortium [↑](#footnote-ref-7)
8. The annual FSTP O&M Fee quoted by the Service Provider in the Financial Bid [↑](#footnote-ref-8)
9. As per the price bid from the Concessionaire [↑](#footnote-ref-9)
10. To be issued by a Scheduled Bank in India [↑](#footnote-ref-10)
11. Three months beyond the end of Concession period [↑](#footnote-ref-11)