

**MODEL CONTRACT FOR**

**OPERATION AND MAINTENANCE  
(O&M) OF FAECAL SLUDGE  
TREATMENT PLANT (FSTP)/  
CO-TREATMENT PLANT AND  
DESLUDGING VEHICLES**



**URBAN DEVELOPMENT DEPARTMENT, UTTAR PRADESH**



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**URBAN DEVELOPMENT DEPARTMENT, UTTAR PRADESH**

**FSTP/Co-Treatment Plants का संचालन****प्रेषक,**

निदेशक,  
नगर निकाय, उ० प्र०,  
गोमती नगर विस्तार सेक्टर - 7  
लखनऊ ।

**सेवा में,**

- 1- नगर आयुक्त,  
नगर निगम- प्रयागराज, अलीगढ़, आगरा, कानपुर, लखनऊ, गोरखपुर, वाराणसी,  
सहारनपुर, गाजियाबाद, मुरादाबाद, मथुरा-वृन्दावन, फिरोजाबाद, मेरठ, झाँसी,  
शाहजहाँपुर एवं अयोध्या उ० प्र०।
- 2- अधिशासी अधिकारी,  
नगर पालिका परिषद/नगर पंचायत- शिकोहाबाद, हाथरस, मैनपुरी, फतेहपुर, फर्रुखाबाद,  
इटावा, रायबरेली, सुल्तानपुर, हरदोई, लखीमपुर, उन्नाव, सीतापुर, देवरिया, जौनपुर, बदायूँ,  
पीलीभीत, मुजफ्फरनगर, शामली, मोदीनगर, लोनी, बड़ौत, खुर्जा, बुलन्दशहर, हापुड़,  
चन्दौसी, रामपुर, अमरोहा, उरई, बाँदा, ललितपुर, मऊनाथ भंजन, आजमगढ़, बहराइच,  
अकबरपुर, गोण्डा, मिर्जापुर, बस्ती, बक्शी का तालाब, चुनार, बिजनौर उ० प्र०।

पत्रांक: 422/01/नगरीय प्रशिक्षण/2023

दिनांक: 07 नवम्बर, 2023

**विषय:-**उत्तर प्रदेश की निकायों में FSTP/Co-Treatment Plants के संचालन-रखरखाव (O&M) के लिए Model Contract के संबंध में।

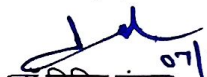
महोदय,

कृपया उपर्युक्त विषयक संदर्भ में अवगत कराना है की अमृत योजना के अंतर्गत आपकी निकाय में FSTPs/Co-treatment plants निर्मित किए गए हैं, जिन्हे संचालन हेतु जल निगम द्वारा संबन्धित नगरीय निकायों को हस्तांतरित (handover) किया जाना है। इसी क्रम में अगला मुख्य कार्य इन plants का सुदृढ़ संचालन और रखरखाव (O&M) एवं plants की sustainability को बनाए रखना है। निकाय, यदि plants का संचालन और रखरखाव का दायित्व किसी निजी फ़र्म को देना चाहता है, तो उनकी आवश्यकता को ध्यान में रखते हुए नगर विकास विभाग ने CSE के सहयोग से मॉडल अनुबंध (Model Contract) तैयार किया है।

अतः मॉडल अनुबंध (Model Contract) संलग्न कर इस आशय के साथ प्रेषित किया जा रहा है कि निकाय अपनी आवश्यकता के आधार पर मॉडल अनुबंध (Model Contract) को संशोधित कर, plants का संचालन और रखरखाव किया जाना सुनिश्चित करें।

**संलग्नक:** State Model Contract for Operation and Maintenance (O&M) of Faecal Sludge Treatment Plant (FSTP)/Co-treatment plant and desludging vehicles

भवदीय,

  
(डा० नितिन बंसल)  
निदेशक।

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## **Model Contract for Operation and Maintenance (O&M) of Faecal Sludge Treatment Plant (FSTP)/ Co-treatment plant and desludging vehicles at (ULB name) Municipal Corporation/ Municipality**

\*(There are words or group of words available in the document which are formatted in *italics*. These words, in *italics*, in the document requires special attention and action/modification while preparing the contract at the city level)

This CONTRACT (hereinafter called “**the Contract**”) is made on the *XX* day of the month of *XX, 20XX*, between, on the one hand, [*ULB name*] *Municipal Corporation/Municipality*, represented by the *Municipal Corporation/GM Jal Kal/Executive Officer, [ULB name] Municipal Corporation/Municipality* (hereinafter called “**ULB**” which expression shall include its respective successors and permitted assignees, unless the context otherwise requires) and, on the other hand, [*Contractor firm name*] represented by the [*Contractor representative name*] (hereinafter called “**Contractor**” which expression shall include their respective successors and permitted assignees).

### **WHEREAS,**

[*ULB name*] *Municipal Corporation/Municipality* is the prime user and custodian of the Faecal Sludge Treatment Plant (FSTP)/Co-treatment Plant at [*mention FSTP location*], [*ULB name*]. The *FSTP/Co-treatment* plant is primarily constructed to serve the areas under the jurisdiction of [*ULB name*] ULB and other peripheral areas within the district of [*ULB name*], if any. ULB is responsible for provisioning and delivering all municipal services in [*ULB name*] city and ensuring that all the faecal sludge and septage collected in the ULB is disposed only at the *FSTP/Co-treatment* plant. ULB wants to partner with the Contractor to operate and maintain the Faecal Sludge Treatment Plant/Co-treatment Plant. The Site and the *FSTP/Co-treatment* plant developed thereon shall be and continue to be the property of the ULB.

Now therefore, the parties do agree as follows:

## **I. ULB'S ROLE AND RESPONSIBILITIES**

1. For regular operation and maintenance of the *FSTP/Co-treatment* plant and desludging vehicles (purchased under AMRUT &/or existing with ULB), ULB has decided to handover the Operations and Daily & Periodic Maintenance of the plant to the Contractor as well as the vacuum tankers for providing desludging services and their related Operations & Maintenance.

## **2. Handover activities**

- 2.1. ULB shall handover a *FSTP/Co-treatment* plant in a working condition to the Contractor within [*XX days*] from the contract signing date. ULB and Contractor shall do a joint inspection of *FSTP/Co-treatment* plant using checklist as per Annexure 1 before signing of the contract. They shall jointly verify the condition of the *FSTP/Co-treatment* plant, make observations and jointly sign the checklist to establish the assets condition of the *FSTP/Co-treatment* plant. It shall be ULB's responsibility to address any gap or need for repairs/additional equipment/infrastructure found during this joint inspection.
- 2.2. ULB shall ensure that workers deployed by the contractor have required qualification and experience as per the prescribed law &/or ensure the Standard Operating Procedures (SOP) document approved and provided by the ULB.

## **3. Cost and expense responsibilities and supplies**

- 3.1. ULB shall bear for all cost related to setting-up any additional infrastructure/machinery and related to operations and maintenance of the *FSTP/Co-treatment* plant including compensating the Contractor for deploying human resource and performing their duties as mentioned in this contract and expenditure for compliances, tests as prescribed in the Standard Operating Procedures (SOP) document approved and provided by the ULB.
- 3.2. ULB shall bear the expense for any major emergency repair/fault of any modules of the *FSTP/Co-treatment* plant. The scope falling under this shall be mutually agreed by both the parties.
- 3.3. In case of absence of solar system, ULB shall ensure supply of electricity to the *FSTP/Co-treatment* plant but monthly energy charges will be borne by Contractor.

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#### **4. Record keeping and maintenance of documents**

- 4.1. ULB will ensure the Standard Operating Procedures (SOP) document approved and provided by the ULB is in simple and understandable language. Two Printed copies of the same should be made available at the FSTP/Co-treatment Plant.
- 4.2. The daily attendance and HR deployment record shall be maintained in the Attendance register at the plant by the Contractor and shall be verified by the Nodal Officer assigned for O&M of *FSTP/Co-treatment* Plant by ULB.

#### **5. Regular handholding, review and monitoring mechanism**

- 5.1. ULB shall deploy a technical personnel as Nodal Officer for overall supervision of *FSTP/Co-treatment* plant.
- 5.2. The Nodal Officer shall provide handholding support, close supervision and addressing any immediate concerns of the Contractor.
- 5.3. ULB shall conduct a quarterly meeting with Contractor to review the O&M of the *FSTP/Co-treatment* plant.
- 5.4. ULB shall respond to any query or concern raised by the Contractor.
- 5.5. ULB shall conduct a joint visit to the plant with officials from Jal Nigam or any other concerned department to check overall working the plant and desludging vehicles, once in a year. Any gap if identified, should be rectified by the Contractor.
- 5.6. ULB shall install CCTV camera, if not installed already at the plant for monitoring of the plant.

#### **6. Enforcement and local support**

- 6.1. ULB shall take all measures to ensure that the maximum septage reaches the *FSTP/Co-treatment* plant.
- 6.2. ULB shall support the Contractor in getting local police assistance for ensuring safety of *FSTP/Co-treatment* plant facilities, removal of trespasser and overall security to the *FSTP/Co-treatment* Plant assets and the people working inside the *FSTP/Co-treatment* plant, as required.
- 6.3. ULB shall divert the desludging request received at ULB to Contractor for emptying of septic tank/containment unit.
- 6.4. ULB shall provide a list of nearby Local Bodies (Urban or Rural) with whom it has MoU for accepting the septage at the treatment plant.

## II. CONTRACTOR'S ROLES AND RESPONSIBILITIES

7. The Contractor shall agree to deliver (Both or only Part A or B) the following as mentioned below:

### A. Operation & Maintenance of FSTP/Co-treatment plant

- 7.1. The Contractor will be responsible for Operations and Daily & Periodic Maintenance of the *FSTP/Co-treatment* plant in accordance with the Standard Operating Procedures (SOP) document approved and provided by the ULB.
- 7.2. The contractor shall allow the decanting of septage brought only by registered private desludgers/operator of the ULB and also by registered private desludgers/operator of the nearby Local Bodies (Urban or Rural, who have MoU with host ULB) at the treatment plant.
- 7.3. The Contractor shall deploy the required number of workers, qualification and experience as prescribed in the Standard Operating Procedures (SOP) document.
- 7.4. The contractor shall ensure that the workers deployed at the plant are well trained on delivering their assigned roles and responsibilities.
- 7.5. The Contractor shall provide photo identity cards and uniforms to their staff deployed at the plant and for the operation of desludging vehicles.
- 7.6. Contractor shall provide a list of all workers deployed at the plant to ULB along with government ID proof, including their assigned roles and responsibilities.
- 7.7. Contractor shall ensure that the personnel deployed wear uniform as defined in SOP and carry the identity card with photo during working hours and produce the same on demand.
- 7.8. The Contractor shall monitor the performance of the *FSTP/Co-treatment* plant. In addition, the Contractor, at their own cost, shall conduct tests every month to analyze the inlet septage and effluent/solids quality at the outlet after treatment.
- 7.9. Contractor shall initiate and take adequate actions to ensure smooth and satisfactory performance.
- 7.10. The Contractor shall nominate a Plant Manager, who will be reporting to the ULB. Plant Manager should maintain the daily and all other records at the plant.
- 7.11. The Plant Manager should submit a six-monthly report to the Nodal Officer on overall performance of the *FSTP/Co-treatment* plant,



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including but not limited to quantity of septage received, quantity of treated water and bio-solids, quality of treated products and sale of treated products.

- 7.12. All workers and other staff deployed for operation and maintenance shall be on rolls with the Contractor only as such their workers/staff cannot claim for any service benefit from the ULB or represent in any court of law. All labour laws, health of workers and other applicable laws for carrying out the work shall be followed by the Contractor and the ULB will not be responsible for any lapse / consequences on these accounts.
- 7.13. The Contractor shall ensure that proper safety precautions are taken while operating the *FSTP/Co-treatment* plant and shall procure and mandate use of Personal Protective Equipments (PPEs) by the workers.
- 7.14. The Contractor shall ensure that the *FSTP/Co-treatment* plant is always well-maintained, clean and does not create any nuisance or disturbance to any neighboring structures or inhabitants.
- 7.15. The Contractor shall ensure for a half-yearly health check-up of all its staff engaged at the *FSTP/Co-treatment* plant, at its own cost.
- 7.16. The Contractor shall take all necessary steps to protect the environment on and off the *FSTP/Co-treatment* plant site to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising because of *FSTP/Co-treatment* plant O&M activities.
- 7.17. The Contractor shall, at all times, ensure that all aspects of the *FSTP/Co-treatment* plant and processes employed in the operation and maintenance of the *FSTP/Co-treatment* plant shall comply with the guidelines of Central Public Health Environmental Engineering Organisation (CPHEEO) MoHUA, laws pertaining to environment protection, health and safety aspects including rules, policies and guidelines of Government of India.
- 7.18. The contractor shall follow the CPHEEO Guidelines on 'Standard Operating Procedure (SOP) for Cleaning of Sewers and Septic Tanks'.

#### **B. Operation & Maintenance of vacuum tankers and desludging services**

- 7.19. The Contractor will be responsible for running the desludging vehicles (purchased under AMRUT &/or existing with ULB), providing the desludging services within ULB or within the agreed boundary and the O&M of the desludging vehicles. The amount of fees and collection procedure will be as per the system put in place by the ULB. The

desludging fees may be fixed in consultation with the contractor and/or private desludgers.

- 7.20. The Contractor should ensure that manpower (Driver and helper) is sufficient for providing timely services to cater the number of desludging requests diverted by the ULB and/or any additional requests received directly.
- 7.21. Contractor should ensure timely services of the desludging vehicles. All the vehicles need to be well maintained. In case of any technical problem/breakdown of vehicles, the same has to be addressed within XX working days.
- 7.21. The Contractor shall provide the desludging service within XX hours of receiving request from the ULB/Users/Households.

## 8. Expenses and Revenues at the FSTP/Co-treatment plant

- 8.1. ULB shall pay Contractor a fixed per month cost as per Annexure 2 for the O&M of the *FSTP/Co-treatment* plant.
- 8.2. Contractor shall bear the cost of human resources, testing and all the expense made for the operation and maintenance of the plant.
- 8.3. Contractor shall bear the charges for all petty expenses consumed at the plant during the regular course of O&M such Dry Broom, Wet Broom, Wiper, Brush for Screen Cleaning, Soap, Dustpan, Hand wash (Liquid & Soap), Toilet cleaner (as Required), Phenyl (As Required), Hand Sanitizer (As Required), Surface Cleaning Acid (As Required), Office Dustbin, Brush for Toilets & Basin, Room Freshener, Door Mat, Bleaching powder (As Required), Disinfectant, Bucket, Mug.
- 8.4. The operation and maintenance cost of the desludging vehicles shall be borne by the Contractor (ULB shall provide an indicative maximum numbers of desludging services per day or month that the contractor has to provide for arriving at this cost). Contractor may generate revenue by charging desludging fees in lieu of desludging service provided.
- 8.5. Pay all Taxes, duties and outgoings, including utility charges relating to the *FSTP/Co-treatment* plant.
- 8.6. Contractor can take-up related revenue generating activities such as composting, reuse of bio-solids, sale of treated water etc. within the *FSTP/Co-treatment* plant premises with written approval from ULB. However, such activities, if any undertaken at the *FSTP/Co-treatment* plant, should not impact the ability of *FSTP/Co-treatment* plant to carry out its core function i.e. safe treatment and disposal of faecal sludge and septage.

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## 9. Procedures and coordination with the ULB

- 9.1. Contractor agrees to run the plant (allow the tankers to decant the septage) on six days (*XX AM to XX PM*) in a week. *However, every Sunday the FSTP/Co-treatment plant shall be in operation till XX PM only.*
  - 9.2. Contractor shall ensure the plant remains safe and secure round the clock. Contractor shall inform the ULB in writing for any additional support required to ensure the safety of the *FSTP/Co-treatment* plant.
  - 9.3. The Contractor must provide real time update to ULB regarding any conflict or hazardous incident at the *FSTP/Co-treatment* plant.
  - 9.4. The Contractor shall inform ULB if any issue arises in the *FSTP/Co-treatment* plant which needs to be addressed and is beyond the Standard Operating Procedures (SOP) document approved and provided by the ULB.
  - 9.5. Contractor shall allow following the list of authorized person and vehicle provided by ULB. Any unauthorized individual or vehicle, the contractor would seek the approval of ULB.
10. The Contractor shall strictly follow the applicable acts & rules including but not limited to Uttar Pradesh State Septage Management Policy 2019, The Minimum wages act 1948, The Contract Labour (Regulation & Abolition) Act 1970, The Contract Labour Regulation and abolition act 1970, The Child Labour (Prohibition & Regulation) Act 1986, The Workmen's Compensation Act 1923, The Equal Remuneration Act 1976, The Workmen's Compensation (Amendments) Act, 2000, The Employees' State Insurance Act 1948, The Employees' Provident Fund & Miscellaneous Provisions (Amendment) Act 1996, The Payment of Wages Act 1936, The Payment of Wages Rules 1937, The Payment of Wages (Amendment) Act 2005, The Environment (Protection) Act 1986, The Water (prevention and control of Pollution) act 1974, The air (prevention and control of pollution) act 1981 etc. during the period mentioned in the Contract.
  11. Contractor shall ensure that the functional and clean toilet facility is available within the plant premises.

## III. PERFORMANCE SECURITY AND SECURITY DEPOSIT

12. Contractor shall submit the Performance Security to ULB, equal to *10%* of the contract amount and valid till the contract period within *XX* days from the date of contract signing.

13. The contractor shall ensure that the performance security remains valid till the end of contract period as specified in the Contract.
14. The ULB shall retain a 5% of the each running monthly bill as a Security Deposit and it shall be released on [*six monthly/yearly*] basis.
15. Whenever any claim against the Contractor for the payment arises under the contract, the ULB shall be entitled to recover such sum by appropriating, in part or whole of the Performance Security and Security Deposit, and/or any sums payable under the contract to the Contractor.

#### **IV. CONTRACT PERIOD**

16. ULB shall transfer the responsibility of the regular O&M of the *FSTP/Co-treatment* plant and O&M of vacuum tankers and providing the desludging services to the Contractor for a period of *XX Months/Years*.
17. The contract can be renewed after their performance review and revising the O&M fee, if required considering the inflation, if found satisfactory by an Evaluation Committee having engineers and other members from ULB and other officials as would be deemed proper.

#### **V. PAYMENT TERMS**

18. ULB shall release O&M fee after receiving Monthly Report (Annexure 3) and invoice from the Contractor as per the payment break-up provided in Annexure 2.
19. ULB shall release the payment on [*monthly/quarterly*] basis to the Contractor within *XX* working days upon submission of Monthly Report (Annexure 3), attendance sheet and invoice.
20. ULB shall deposit the O&M fee directly to the bank accounts of the Contractor in any nationalised/scheduled bank.
21. There may be some unforeseen expenses other than the work assigned to Contractor and mentioned above, in such cases, Contractor should get written approval from ULB prior to spending. The Contractor must claim for the additional expenses along with the approval in the following month at the time of submitting monthly report (Annexure 3) and invoice.

#### **VI. HAND-BACK OF THE FSTP/CO-TREATMENT PLANT**

22. Without prejudice and subject to the contract, the ownership of the plant, including all improvements made therein by the contractor, shall at all times remain that of the ULB.

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23. Upon the expiry of the contract period, the Contractor shall hand back peaceful possession of the *FSTP/Co-treatment* plant and the desludging vehicles (*if any*) in a good working condition to the ULB.
  24. Before the hand-back, a third party review shall be done by [*Jal Nigam/RCUES/other agency as would be deemed proper*]. Any gap if identified by the reviewer, shall be rectified by the Contractor before the hand-back.
  25. Any outstanding dues, which may have accrued during the contract period, duly discharge and release to the Contractor the amounts in the designated account.

## **VII. GENERAL TERMS AND CONDITIONS**

### **26. Binding Effect**

This Contract shall be binding on and, to the extent such successors or assigns are permitted, inure to the benefit of the successors and assigns of ULB and Contractor.

### **27. ULB's Right to Inspect**

ULB or its designated representative shall have access to the *FSTP/Co-treatment* plant at any time for the purpose of inspecting the facility or any portion thereof.

### **28. Entire Understanding**

This contract constitutes the entire understanding of the parties related to the subject matter hereof. The contract may be amended only in writing when it is signed by ULB and Contractor.

### **29. Access to Premises**

- 29.1. Contractor shall allow the employees of ULB or authorized personnel by ULB to enter the facility.
- 29.2. Contractor shall render all assistance in this regard and shall provide safe access and conditions for ULB employees or appointed personnel whilst in the premises.
- 29.3. Contractor or appointed personnel shall comply with security and confidentiality policies and procedures while on the premises.

### **30. Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall be delivered to persons as follows:

For ULB:

*Name:*

*Address:*

*Telephone:*

*E-mail:*

For Contractor:

*Name:*

*Address:*

*Telephone:*

*E-mail:*

### **31. Miscellaneous**

31.1. This contract along with annexures constitutes the whole of the Contract and understanding between the parties about the subject matter.

31.2. In the event of any provision of this contract being held or becoming invalid, unenforceable or illegal for any reason, this Contract shall remain otherwise in full force apart from the said provision which shall be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflect the same purpose of the deleted provision to the greatest extent possible.

### **32. Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in Uttar Pradesh as they may be issued, and be enforced, from time to time.

### **33. Arbitration**

33.1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Municipal Commissioner/Executive Officer of the ULB shall act as the mediator/arbitrator for resolving any issue of contractor within 30 days from the complaint.

33.2. In case of such failure in amicable settlement, the dispute shall be referred to the Arbitrators, who shall be appointed by the Parties on their own.

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- 33.3. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in (ULB name), Uttar Pradesh.
- 33.4. The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
- 33.5. Any dispute arising in relation to this Contract shall be subject to Jurisdiction of Courts at (ULB name), Uttar Pradesh.
- 33.6. Courts located in (ULB name) shall not be the exclusive jurisdiction to settle dispute arising under this Contract. Parties may go for higher courts if not settled within the predefined jurisdiction.

#### **34. Force majeure**

This means earthquakes, floods, fires, explosions, acts of God, acts of State, war, terrorism, action of any government including change in governmental policy, or any other situation, which is beyond the reasonable control of a Party claiming occurrence of the Force Majeure event. For the avoidance of doubt, it is being clarified that wilful and intentional acts and omissions or acts or omissions of affiliates in relation to any Party shall not be considered as a Force Majeure event.

Neither of the Parties shall be entitled to claim benefit of a Force Majeure event unless it has intimated the other Party of occurrence of such event within 72 hours from the occurrence thereof, indicating therein the steps it is taking or intending to take to mitigate the effect of such Force Majeure event on performance of its obligations under this Contract.

In the event of force majeure, the respective obligations and responsibilities shall remain suspended. If the Force Majeure continues for a period of more than 30 days, the Parties can re-negotiate this Contract in good faith and if the Parties do not reach any consensus within the 15 days from the end of such 30 days period referred to above, this Contract shall automatically stand terminated on such 45<sup>th</sup> day.

### 35. Penalty/Fine

S. No.	Indicator	Penalty per incident in Rupees
1.	Contractor rejecting faecal sludge/septage load without valid reason	XX
2.	Contractor discharges untreated or partially treated faecal sludge/septage	XX
3.	Disposing process rejects and wastes from treatment plant indiscriminately/unsafely	XX
4.	Any observed or reported instance of non-compliance, other than above mentioned indicators: in adhering to SOPs, in adhering any clause of this contract, in issuance or use of PPE, in conducting regular maintenance, in conducting worker health checks, in general cleanliness and upkeep of FSTP/Co-treatment plant (odour and aesthetics), and plant workers coming into unsafe contact with faecal sludge	XX

### 36. Termination of Contract

The termination of the Contract can be undertaken by any of the party in following situations and manner:

- 36.1. **By ULB:** The ULB may, in its discretion or if contractor is found to be violating the contract then ULB shall have the right to terminate it at any time by giving a written notice of not less than XX days. During this period, the contractor shall be provided due opportunity to take corrective actions.
- 36.2. **By Contractor:** In case contractor is unable to continue with the contract due to below reasons or otherwise then it shall have the right to terminate the Contract with XX months' notice to ULB:
  - 36.2. In the event of non-payment of operation and maintenance fee by ULB for three consecutive months
  - 36.2. In the event of lack of timely or adequate payment, then the Contractor can inform and seek for guidance from ULB and if even that does not benefit the contractor, they can give a two months' notice to ULB for terminating the Contract.
- 36.3. During the notice period, Contractor shall be liable to provide services as per this contract
- 36.4. ULB shall be liable to pay to the Contractor for services rendered during the notice period, as per payment terms of this contract.



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**37. Indemnity**

To the fullest extent permitted by applicable law and professional regulations, the Contractor shall indemnify ULB against all claims by third parties and resulting liabilities, losses, damages, costs and expenses arising out of third party's use of the facilities.

**38. Interpretation**

38.1. All words and expressions used in this Contract shall, where relevant, have the meaning respectively assigned to it under any Act or any other law for the time being in force, and in the absence thereof, the Parties may suitably discuss and adhere to the modalities prescribed thereafter.

38.2. All words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise.

38.3. The Annexures to this Contract form an integral part of this Contract and shall interpreted accordingly.

**ANNEXURES:**

- 1) Handing Over Checklist
- 2) Payment break up
- 3) Monthly report

**Signed, Sealed and Delivered**  
Head, ULB

**Signed, Sealed and Delivered**  
Head, Contractor

**Witness:**

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

### ANNEXURE 1: HANDING OVER CHECKLIST

[ULB to provide all the details of civil work, electro-mechanical equipment and any other assets available at the plant]

Location of FSTP/Co-treatment Plant:  
[FSTP layout can be added]

List of civil work, tools, machinery and other assets available at the plant during ULB and Contractor joint visit:

*For explanation, actual details to be provided by the ULB as per the plant.*

S No	Civil Work	Details	Remarks
1	Boundary wall		
2	Road		
3	Sludge storage room		
4	Operator room		
5	MS Gate		
6	Inlet and Screening chamber		
7	Sludge drying bed		
8	Sludge storage room		
9	Anaerobic tank		
10	.....		
11	.....		
	<b>Electromechanical Equipment</b>	<b>Details</b>	<b>Remarks</b>
12	Screw Press		
13	Submersible sludge pump		
14	Solar power plant with Inverter and Battery backup		
15	Vacuum Truck (Desludging Vehicle)		
16	....		
	<b>Miscellaneous Items</b>	<b>Details</b>	<b>Remarks</b>
17	Bucket		
18	Broom		
19	...		
20	...		

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We (ULB and contractor) have jointly visited the FSTP/Co-treatment plant and checked that all the above mentioned items are present and working in good condition.

\_\_\_\_\_  
Name and Signature of  
Authorized Representative of ULB

\_\_\_\_\_  
Name and Signature of  
Authorized Representative of Contractor

**ANNEXURE 2: MONTHLY PAYMENT BREAK-UP**

(to be provided by the contractor to ULB)

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### **ANNEXURE 3: MONTHLY REPORT**

#### **Faecal Sludge Treatment Plant (FSTP)/Co-treatment Plant Operations Related Data**

1. *FSTP/Co-treatment* Plant operations report for (MM/YYYY):
2. Date of submission:

Sl. No.	Item Description	Details
1	Number of employees, as per designation engaged by contractor in the last month	
2	Number of truck loads received at the plant in the month	
3	Number of trips done by contractor as per vehicle category	
4	Number of litres of sludge received at the plant 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 plant being shut down for maintenance in the month	
7	Number of truck loads NOT accepted for any other reason in the month	
8	Number of days plant was shut down for maintenance in the month	
9	Number of days plant was shut down for any other reason in the month	
10	Quantity in kg of treated solids stored/reused in the month	
11	Quantity in kg of treated solids otherwise disposed in the month	
12	Quantity in litres of treated wastewater stored/reused in the month	
13	Quantity in litres of treated wastewater disposed in the month	

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

\_\_\_\_\_  
Name and Signature of Authorized Representative of Contractor







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