**Faecal Sludge Management Services Contract**

This Faecal Sludge Management Services Contract entered into on June 22nd, 2017 (hereinafter referred to as “**Agreement**” or **“Services Contract”**) is between:

**The Ladakh Development Authority**, constituted by the Ladakh Autonomous Hill Development Authority and represented by its Chief Executive Officer, hereinafter referred to as **“LDA”** of the First Party.

AND

**Municipal Committee of Leh**, a statutory body represented by the Municipal Administrator, hereinafter referred to as **“Municipality”** of the Second Party.

AND

**[•]**, a private limited company incorporated under the provisions of the Companies Act, 1956, having Corporate Identification Number **[•]** and having its registered office at **[•]**, hereinafter referred to as “**[•]**” or **“Service Provider”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor / successor in interest) of the Third Party.

The parties are together referred to as the “Parties” and individually as the “Party” in this Agreement.

**WHEREAS:**

1. Leh is a fast growing city and a popular tourist destination, which has resulted in sharp growth in population and consequently, the generation of garbage and wastewater. The Municipality, which has the task of providing sanitation and waste management services and protecting the environment and public health, has started several projects to build a new scientific waste management facility, as well as a sewerage system with sewage treatment plant, which are expected to be completed and become operational in the coming years.
2. The Service Provider designs, builds and manages decentralized waste water management solutions including faecal sludge and septage treatment plants. Its goals are to work with local governments, citizens and other socially-oriented organizations to help protect the environment and public health through the implementation of robust, appropriate wastewater and faecal sludge management systems in urban and peri-urban areas.
3. Currently, all homes, commercial buildings and hotels in Leh rely upon soak pits and septic tanks to discard sewage and wastewater. This sewage and wastewater seeps into the ground and can contaminate the underground water, which is a major source of drinking water for residents. The faecal matter, E.Coli and other pollutants from this wastewater are a potential public health risk. Soak pits and Septic Tanks are together referred to as On-Site Sanitation (**“OSS”**) systems
4. The Service Provider, given its mission as environmentally and socially conscious business, has agreed to invest in, develop and operate a Faecal Sludge Treatment Plant (**“FSTP”**) in Leh and provide good quality scheduled Faecal Sludge Management (**“FSM”**) services in the city, to protect water sources and the environment from pollution. The Municipality has agreed to support and compensate the Service Providerfor such FSM services that are delivered.

NOW IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Definitions**
	1. **Additional FSTP Investment:** Any amount invested by the Service Provider to improve, expand or repair the FSTP after its commissioning, as intimated by the Service Provider to the Municipality in writing and acknowledged by the Municipality.
	2. **BORDA:** The Bremen Overseas Research and Development Association, a global non-profit organization with expertise in designing, operating and undertaking research on decentralized wastewater and energy solutions
	3. **Dispute:** As defined in Clause 9.1.
	4. **CDD:** The Consortium for DEWATS Dissemination Society, a non-profit organization providing engineering design, capacity building and management support services in the wastewater and faecal sludge management sector, with its primary office located at Survey 205, opposite Beedi Worker Colony, Komaghatta Road, Kengeri, Bangalore 560060.
	5. **Commencement Date:** As defined in Clause 3.1.
	6. **Concession Period:** As defined in Clause 3.2.
	7. **Customers:** As defined in Clause 4.3.
	8. **Customer Fees:** As defined in Clause 5.3.3.
	9. **Extension Period:** As defined in Clause 3.3.
	10. **First Appointment Date:** As defined in Clause 4.3.5.
	11. **FSM:** A set of services and infrastructure that help to collect, transport, manage and treat septage and faecal sludge so as to prevent it from polluting the environment or coming into human contact.
	12. **FSTP:** A Faecal Sludge Treatment Plant specifically designed to treat the septage or faecal sludge removed from septic tanks and soak pits, using biological treatment process and using minimal electricity or chemicals, in order to be robust, expandable, environmentally friendly, easily to maintain and deliver the lowest lifecycle cost for the conditions of Leh.
	13. **FSTP Site:** The plot of land admeasuring about 4,000 square meters, legally owned and controlled by the LDA, behind the Housing Society and near LDA Children’s Park on the Leh-Manali highway, which includes an office building with ground and first floor admeasuring about 1,800 square feet that is provided for purposes of constructing a FSTP, as per Clause 4.1.
	14. **Initial FSTP Investment:** The total amount invested by the Service Providers to develop and build the FSTP before its commissioning, as intimated by the Service Provider to the Municipality in writing and acknowledged by the Municipality.
	15. **LDA:** The Ladakh Development Authority
	16. **OSS:** On-Site Sanitation; Septic tanks and soak pits that collect wastewater and sewage generated by any building or structure such as homes, hotels, guesthouses, restaurants, offices, shops etc.
	17. **Project Bank Account:** As defined in Clause 5.1.
	18. **Second Appointment Date:** As defined in Clause 4.3.7.
	19. **Service Notice:** As defined in Clause 4.4.6.
	20. **Sludge Cleaning Services:** As defined in Clause 4.4.
	21. **Termination Notice:** As defined in Clause 8.3.
	22. **Trucks:** Special purpose trucks mounted with a suction pump and tank to clean the sludge from septic tanks and soak pits. Trucks may be owned by the Service Provider or owned by the Municipality and given to the Service Provider for delivering Sludge Cleaning Services.
2. **Interpretations:**
	1. Any reference to statutory provision shall include such provisions as is from time to time modified, re-enacted or consolidated, insofar as such modification, re-enactment or consolidation is relevant to the scope of this Agreement
	2. References to applicable laws shall include laws, rules, ordinances, notifications, guidelines and acts which have the force of law.
	3. The headings are for convenience and reference only and shall in no way affect the interpretation of this Agreement.
3. **The Contract Period:**
	1. **Commencement Date:** The commencement date shall be the date on which this Agreement is signed.
	2. **Concession Period:** The concession is granted for a period of five years (60 months) commencing on 1st of the month following the month in which the FSTP is commissioned. The exact start and end date of the Concession Period shall be entered into **Annexure A** on the date of commissioning of the FSTP.
	3. **Extension Period:** The Concession Period may be extended after the Concession Period ends, for up to three years upon mutual agreement between the Parties.
4. **Scope of Work for the Service Provider and the Municipality:**
	1. **Designing and Building a FSTP:**

The Service Provider shall engage CDD to design and build a FSTP at the **FSTP Site**, which will be provided for such purpose against a fee payment as specified in Clause 6.

* + 1. The LDA shall retain full ownership of the FSTP Site, but it shall be marked for use as a FSTP only as long as the FSTP remains operational.
		2. The Service Provider shall have no right of ownership, leasehold right or any other right to the FSTP Site but shall have unrestricted access to the FSTP Site for the duration of this Agreement.
		3. The FSTP Site is approximately 4,000 square meters and will be jointly identified and marked by the Service Provider and the LDA within 1 (one) week of signing this Agreement. If the FSTP Site is found to be unsuitable, particularly following Clause 4.1.6 or any other event including difficulty in receiving any required permits, then an alternative FSTP Site shall be identified within 2 (two) weeks from it becoming known that the identified FSTP Site is unviable.
		4. The Municipality and LDA shall ensure that the FSTP Site is accessible by the Trucks at all times from the main road.
		5. Within 1 (one) month of signing this Agreement, the Service Provider and CDD will conduct research and surveys to estimate the number of septic tanks and pits in Leh, the quantity of faecal sludge produced annually and other related information.
		6. Within 1 (one) month of signing this Agreement, CDD will complete soil tests at the FSTP Site, and design a FSTP to be built at the FSTP Site.
		7. Within 3 (three) months of signing this Agreement, the Service Provider and CDD will complete construction and inaugurate a FSTP using appropriate technologies to serve the needs of Leh.
		8. This FSTP may be expanded, enhanced or improved from time to time, as the need may arise, at the sole decision of the Service Provider, provided that no additional land is requested. If additional land is required, the LDA shall provide such additional land adjoining the FSTP Site.
	1. **Operating and Maintaining the FSTP:**

The Service Provider will operate the FSTP as per the terms herein.

* + 1. The FSTP must be operated in accordance with the Standard Operating Procedures (SOP) published by CDD.
		2. All preventive and curative maintenance activities must be conducted in accordance with the SOP. All records must be maintained and made available to the Municipality whenever requested.
		3. All by-products and effluents from the FSTP must meet relevant standards and norms, as set by and periodically updated by relevant authorities.
		4. All by-products from the FSTP shall be made available to the LDA and/or Municipality for use in public gardens and parks, if requested by the LDA and/or Municipality.
		5. The FSTP must always be well-maintained, clean and not create any nuisance or disturbance to any neighbouring structures or inhabitants.
	1. **Scheduling the Cleaning of On-Site Sanitation systems:**

The Service Provider will manage the entire process of scheduling and tracking the cleaning of septic tanks and pits, while the Municipality will issue notices to any structure in Leh that has septic tanks or soak pits (the **“Customers”**). CDD and other partners of the Service Provider will provide certain services and support to the Service Provider.

* + 1. The Service Provider must establish and maintain a Control Centre for Customers to phone and request cleaning services, or register complaints.
		2. The control centre must have 24x7 voicemail recording facilities and must be staffed from 10am to 5pm on all working days of the Municipality, by operators who speak Ladakhi and Hindi.
		3. By the 20thof every month, the Service Provider shall submit to the Municipality a list of Customers whose soak pits and septic tanks will be cleaned during the following month in the format in **Annexure B**.
		4. Based on the information provided in 4.3.3 above, the Municipality shall issue notices before the 24th of the month to all those Customers whose soak pits and septic tanks are to be cleaned in the following month, instructing the Customer to ensure that the soak pit and/or septic tank is accessible for cleaning.
		5. The Service Provider will call each Customer to set up a cleaning appointment at least five (5) days in advance of the cleaning day (the **“First Appointment Date”**) and send a digital reminder to the mobile phone number and/or e-mail address provided by the Municipality.
		6. The Service Provider will send a digital reminder message to every Customer on the day before the First Appointment Date, and once again on the morning of the First Appointment Date.
		7. In the event that a Customer is not available at the Appointment Date or if access to the septic tank or soak pit is blocked or inaccessible for any reason, the appointment must be re-scheduled within 48 hours (**“Second Appointment Date”**).
		8. The Service Provider will send a digital reminder message to the Customer on the day before the Second Appointment Date, and once again on the morning of the Second Appointment Date.
		9. If a Customer is not available or if access to the septic tank or soak pit remains blocked or inaccessible at the Second Appointment Date, then the Service Provider shall inform the Municipality in writing. The Municipality shall issue a notice to the Customer for the relevant fine as per its rules and regulations, and enforce collection of the fine and other penalties, if any.
	1. **Providing Cleaning Services for On-Site Sanitation systems:**

The Service Provider shall operate jetting-cum-suction trucks (**“Trucks”**) to provide septic tank or soak pit de-sludging and cleaning services (**“Sludge Cleaning Services”**) to all Customers in the city of Leh.

* + 1. Every septic tank and soak pit in Leh must be cleaned once every year.
		2. The Municipality shall provide two jetting-cum-suction Trucks that are owned by it to the Service Provider for delivering the Sludge Cleaning Services.
		3. The Service Provider may acquire other Trucks to provide the services, as needed, with its own capital.
		4. The Service Provider shall be fully responsible for operating and maintaining the Trucks for the duration of the Contract Period, including paying for all associated expenses including but not limited to servicing, fuel, driver and staff expenses, tire changes, repairs and maintenance, insurance etc.
		5. Cleaning Services must be completed between 10pm and 8am on any day of the week, if provided between 1st May and 30th September. Between 1st October and 30th April, Cleaning Services must be completed between 6pm and 11am on any day. Emergency cleaning services may be provided at any time mutually convenient to the Service Provider and the Customer.
		6. Truck drivers must be given four (4) copies of a **“Service Notice”** in a format similar to **Annexure C** for each customer. One copy has to be handed to the customer, one copy has to be filed at the FSTP with a signature/stamp of the Customer, one copy has to be filed at the control centre with a signature / stamp of the Customer and one copy has to be submitted to the Municipality with a signature / stamp of the Customer.
		7. The Trucks must be cleaned and disinfected periodically, maintained properly, must not leak, meet emission norms and operate without other malfunctions, at all times.
		8. The Trucks must be parked overnight at a location provided by the Municipality or at the FSTP, and must leave customer premises clean and hygienic as it was when the Truck arrived.
		9. The Trucks must carry the faecal sludge to the FSTP and not dispose it at any other location.
		10. Each Truck must have one driver and one operator, who must be properly and periodically trained to perform their tasks, without causing nuisance or inconvenience to the customer or damage to their property.
		11. The driver and operator must wear uniforms with the names of the “Leh Municipal Corporation” and the Service Provider clearly visible, and use appropriate safety gear at all times.
		12. Any other relevant regulations, Government Orders and notifications related to such services, should be adhered to at all times during the Contract Period.
		13. No person should enter the septic tanks pursuant to “The Prohibition of Employment of Manual Scavengers and their Rehabilitation Act, 2013”.
		14. All deployed staff must carry a photo identity card issued by the Municipality.
		15. The driver must have a valid and appropriate driving license.
		16. The service provider must have adequate insurance for the Trucks.
		17. The Truck drivers must take precautions to avoid inconvenience, damage, destruction or disturbance to any third party's right and properties.
		18. The Trucks should prominently display the Contact Centre helpline number.
	1. **Information and Reporting:**

The Service Provider shall provide the following information and reports to the Municipality in a timely manner.

* + 1. The following reports must be generated each month and submitted to the Municipality on or before the 5thof the following month:
			1. A list of all septic tanks and pits cleaned by the Truck with Customer details, along with one copy of the Service Notice of each Customer.
			2. An MIS statement containing the key operational and financial metrics, in the format in **Annexure D** which may be amended from time to time.
			3. A monthly Control Centre summary including (i) number of calls received, (ii) purpose of calls, and (iii) time taken to solve complaints including corrective actions taken to prevent recurrence of complaints.
			4. An invoice clearly stating the service fees to be paid by the Municipality to the Service Provider for the prior month, including computation of the service fees in accordance with Clause 5.4 and Clause 5.5.
		2. The Service Provider shall create an annual report on the state of faecal sludge management in Leh, including a Shit Flow Diagram.
		3. The Service Provider must support the Municipal Council in ensuring that all private players providing septic tank and pits cleaning services in the town, if any, are licensed and bring the faecal sludge to the FSTP. Such private players may be required to install GPS systems and sensors on their trucks and the Service Provider will report any private operator who does not follow this rule, to the appropriate officer of the Municipality.
	1. **Other Activities:**
		1. The Service Provider shall support the Municipality to ensure that all buildings in Leh build proper septic tanks that will do the right kind of treatment, and be easily accessible for efficient cleaning.
		2. The Service Provider shall help the Municipality to build a section on the Municipality website containing up-to-date information about FSM services being offered in Leh, standard designs for building septic tanks and pits and toilets, and other related information including quarterly updates to ensure transparency with citizens.
		3. Other awareness and informational campaigns may be conducted by the Service Provider from time to time, and the Municipality shall extend its support as needed and necessary.
1. **Payment of service fees to Service Contractor:**
	1. Within two (2) weeks of signing this Agreement, the Municipality shall set up a new bank account in any nationalized bank and all fees and fines or penalties paid by Customers shall be collected in this bank account only (**“Project Bank Account”**).
	2. The Project Bank Account shall only be used for purposes related to this Agreement.
	3. Due to the importance of FSM services to preserve the environment and health in Leh, the Municipality has decided to charge every household, hotel and guesthouse in Leh a fixed fee for each cleaning services, to be notified to these Customers through periodic notices.
		1. Every septic tank and soak pit in the city must be cleaned once each year
		2. If any Customer does not make their soak pit or septic tank available for cleaning, then a fine of Rs 10,000 (ten thousand) shall be imposed.
		3. If any Customer has more than one (1) septic tanks or soak pits, or require more than one (1) trip by the Truck to clean, then that Customer shall be charged an additional cleaning or trip fee as per the fee schedule of the Municipality.
		4. The service charges and penalties paid by the Customers to the Municipality together are the fees (**“Customer Fees”**)
		5. The Customer Fees must be collected by the Municipality in a timely and rigorous manner.
		6. The rates for service charges and penalties will be periodically revised by the Municipality.
	4. The Service Provider will be paid a service fee for each OSS cleaned, equal to 90% of the Fees collected by the Municipality from the Customer.

This is expected to cover the cost of providing Sludge Cleaning Services and operating the FSTP, and also payback the investments made by the Service Providers in building the FSTP.

* 1. Payments of service fees to the Service Provider shall be made via electronic bank transfer into the designated bank account of the Service Provider, or by crossed account payee cheque in favour of the Service Provider, on or before the 15th of the following month, provided the monthly reports as per Clause 4.5.1 have been submitted in a timely manner.

For example, if all reports for the month of May are submitted by 5th of June, then the payment shall be made on or before the 15th of June.

* 1. All funds collected in the Project Bank Account shall be used for providing and promoting FSM services in Leh only and the Municipality shall not withdraw any funds from the Project Bank Account for any other purpose. Further, the Municipality shall not withdraw more than 10% of the funds collected the Project Bank Account, for purposes other than payments made to the Service Provider.
	2. Both the Municipality and the Service Provider shall support each other to deliver good quality FSM services in Leh, and to generate the maximum revenues (including charging and collecting fines from non-compliant Customers) so as to make the Sludge Cleaning Services financially sustainable and successful.
	3. The Service Provider commits to invest any profit from this project into new sanitation and waste management projects for the benefit of Ladakh region.
1. **Payment of fee to LDA for use of FSTP Site:**
	1. The Service Provider shall pay a monthly fee of Rs 10,000 (Rupees ten thousand only) to the LDA for use of the FSTP Site.
	2. This payment shall be made before the 5th of following month.
	3. The Service Provider is not required to pay any deposit or other fees or amounts for use of the FSTP Site, provided the FSTP Site is used for the purposes and under the terms and conditions of this Agreement.
	4. The Service Provider shall pay all electricity, water and other bills or charges related to the FSTP Site.
2. **Force Majeure:**
	1. **Definition of Force Majeure:**

Force Majeure means any event or circumstance that prevents or adversely affects any Party in the performance of its obligations under this Agreement, provided that the Party has little or no ability to control such events or circumstances, and the effects of such event or circumstance could not have been prevented with reasonable efforts:

* + 1. Natural disasters, including but not limited to earthquakes, floods, cyclones, fires or storms, in and around Leh.
		2. Act of war, terrorism, sabotage, blockades or military action.
		3. Civil unrest, labour unrest, strikes or actions by unions or organized groups.
		4. Any other event that disrupts the ability of Trucks and staff of the Service Provider to safely move around in Leh and deliver the Sludge Cleaning Services.
	1. **Notification of Force Majeure:**

The Party claiming Force Majeure shall:

* + 1. Inform the other Party of the event or circumstance leading to Force Majeure as soon as practically possible but no later than 48 hours after the start of such event or circumstance.
		2. Provide daily update on the situation along with an assessment of likely future developments.
		3. Inform the other Party once the situation has ceased and normal conditions are restored.
	1. **Consequence of Force Majeure:**
		1. Neither party shall deemed to be in breach of this Agreement if unable to perform their obligations solely due to one or more Force Majeure.
		2. Either Party shall have the right to terminate this Agreement if Force Majeure conditions continue for a period of over 120 (one hundred and twenty) days.
1. **Default and Termination:**
	1. **Events of default by Service Provider:**

Any of the following, if they occur during the Agreement Period, shall constitute an event of default by the Service Provider unless these happen due to Force Majeure or due to default by the Municipality under Clause 8.2:

* + 1. Service Provider fails to meet the timelines agreed to in Clause 4.1.
		2. Service Provider disposes faecal sludge in any location other than the FSTP.
		3. The Service Provider is in material breach of its obligation under this Agreement and the same has not been remedied for over 30 days after being notified of the breach.
	1. **Event of default by the Municipality:**

Any of the following, if they occur during the Agreement Period, shall constitute an event of default by the Municipality unless these happen due to Force Majeure or due to default by the Service Provider under Clause 8.1:

* + 1. Non-payment of service fees by the Municipality to the Service Provider as per Clause 5.
		2. The Municipality is in material breach of its obligation under this Agreement and the same has not been remedied for over 30 days after being notified of the breach, especially:
1. Collection of Fees from Customers in a timely manner as per Clause 5.3.4;
2. Ensuring convenient access for Trucks to the FSTP Site as per Clause 4.1.4;
3. Exclusivity to operate a FSTP and provide Sludge Cleaning Services under an agreement with the Municipality as per Clause 10.1.
	1. **Termination due to default by Service Provider or Municipality:**

The Municipality shall have the right but not obligation to terminate this Agreement if the event of default by the Service Provider is not rectified within 30 days of the Service Provider being notified of the event of default, simultaneously in writing and electronically by the Municipality.

The Service Provider shall have the right but not obligation to terminate this Agreement if the event of default by the Municipality is not rectified within 30 days of the Municipality being notified of the event of default, simultaneously in writing and electronically by the Service Provider.

If either Party becomes entitled to terminate the Agreement and decides to terminate the Agreement, such Party shall issue a notice (the **“Termination Notice”**) explaining in sufficient detail the sequence of events that led to the termination of this Agreement.

The Party receiving the Termination Notice shall have a further 30 (thirty) days to rectify the cause of the Termination Notice. If the cause is rectified, then the Termination Notice shall be withdrawn by the issuing Party. If the cause is not rectified, then this Agreement shall stand terminated, and the actions in Clause 8.4 shall be promptly completed.

* 1. **Process after Termination of Agreement:**

In the event of termination of this Agreement for any reason including the end of the Concession Period, the following actions shall be completed within 30 days from the termination date:

* + 1. Control of the FSTP and Trucks owned by the Municipality shall be passed back to the Municipality.
		2. The Service Provider shall no longer have access to the FSTP or permission to use the Municipality’s Trucks.
		3. All records, reports, MIS documents, computer files etc shall be handed over to the Municipality. The Service Provider may retain copies for tax, statutory and internal purposes.
		4. Any outstanding payments to the Service Provider for services provided shall be paid promptly by the Municipality to the Service Provider.
		5. The Municipality is not obliged or required to continue the services of or pay any personnel, workers, sub-contractors that have been hired or retained by the Service Provider.
		6. In the event of Termination due to default by Municipality, then the Municipality shall pay the Service Provider a breakup fee calculated as follows:

**Breakup Fee** = Initial FSTP Investment + Additional FSTP Investment - Total Amount for repayment of Investment by Service Provider (until the time of Termination)

*(see MIS in Annexure D)*

1. **Dispute Resolution:**
	1. The Parties shall first attempt to resolve any dispute, disagreements, differences or controversies of any nature (the **“Dispute”**) amicably between the appropriate representatives of the Parties within 30 days.
	2. If the Dispute cannot be solved amicably, then it may be referred to arbitration according to provisions of Clause 9.3 below.
	3. **Arbitration:**
		1. **Procedure:** Any Dispute which could not be settled by the Parties through negotiations, after the period of 30 (Thirty) Business Days from the service of the Dispute Notice, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The number of arbitrators shall be 3 (Three). Each disputing Party shall appoint 1 (One) arbitrator and the 2 (Two) arbitrators so appointed shall appoint the third arbitrator.
		2. **Place of Arbitration:** The seat, or the legal place, of arbitration shall be Leh, India, but if required and with the agreement of the Parties, it may be held elsewhere.
		3. **English language:** All written communication, submissions, awards and orders, as well as any oral hearings, shall be conducted in English.
		4. **Enforcement of Award:** The Parties agree that the decision or award of the arbitration panel shall be binding and final and shall be enforceable with the provisions of the Arbitration Act
	4. **Performance during dispute:** The Parties shall continue to perform their respective obligations under this Agreement until the final resolution of the Dispute.
2. **Other Terms and Conditions:**
	1. **Exclusivity:** The Municipality shall not enter into any contract that is materially similar to this Agreement, and shall not pay any other party, for any of the services or activities listed in Clause 4 of this Agreement.
	2. **Labour:** The Service Provider shall ensure the following:
		1. No person under the age of 18 shall be employed on a part-time or full-time basis or as a contractor or sub-contractor to deliver the Sludge Cleaning Services. Volunteers shall not be counted as employees.
		2. Every six months, a health check shall be conducted of all employees and workers who do the Sludge Cleaning Services.
		3. The Service Provider shall comply with all applicable labour laws. The Municipality shall be indemnified against any claims against the Service Providers for non-compliance of such laws.
		4. All employees shall be properly qualified and trained to undertake their tasks.
	3. **Insurance:** The Service Provider shall, at their cost, purchase and maintain all relevant insurances with respect to the FSTP and the Trucks, for the entire Contract Period, in line with good industry practices.
	4. **Asset and Land Use:** The Service Provider shall ensure that the FSTP Site and Trucks shall be used optimally and exclusively for the purposes mentioned and related to this Agreement. The FSTP Site and Trucks shall not be used for activities unrelated to this Agreement.
	5. The Service Provider shall pay all taxes, duties, statutory charges, fees and outgoing including utility bills related to the FSTP, Trucks and Sludge Cleaning Services provided.
	6. **Governing Law:** This Agreement shall be governed by the laws of India.
	7. **Notices:** Any notice must be in the English language and delivered (i) electronically to the e-mail address(es) AND (ii) by registered mail or reputed courier service (with tracking number) or hand delivered with stamp of acceptance, as per the details below. This information can be updated by either Party by submitting a notice to the other Party.

If to the Municipality:

**[•]**

If to the Service Provider:

**[•]**

* 1. **Severability:** If for any reason, any provision of this Agreement becomes invalid, illegal or unenforceable, the validity and legality of the other provisions shall in no way be affected. The Parties shall negotiate in good faith to substitute such invalid, illegal or unenforceable provisions as nearly as possible.
	2. **No Partnership:** Nothing in this Agreement shall be construed or interpreted as a partnership between the Parties.

In witness whereof the parties hereto have caused this understanding in duplicate to be executed hereunto set their respective hands the day month and year first hereinabove written.

**For the Ladakh Development Authority For the Municipal Committee of Leh**

Name: Name:

Title: Title:

Date: Date:

**For [•]**

Name:

Title:

Date:

**Annexure A**

*This Annexure is to be filled in and duly signed on the date of commissioning the FSTP.*

Date of Commissioning FSTP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Start Date of Concession Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

End Date of Concession Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the Ladakh Development Authority For the Municipal Committee of Leh**

Name: Name:

Title: Title:

Date: Date:

**For [•]**

Name:

Title:

Date:

**Annexure B**

**List of Customers planned for the Month of \_\_\_\_\_\_, 201\_\_**

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| --- | --- | --- | --- |
| **Sr. No.** | **Name** | **Address** | **Type / Category** |
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**Annexure C**

**Sludge Cleaning Service Notice**

**Order No:**

**Customer ID:**

**Customer Name:**

**Address:**

**Phone No.:**

**E-mail:**

**First Appointment Date:** \_\_\_\_\_\_\_\_\_\_ Arrival Time: \_\_\_\_\_\_\_ Dep. Time: \_\_\_\_\_\_\_

 Cleaning completed: Yes / No

 If No, then reason: Right person not available at site

 Access blocked

 Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Second Appointment Date:** \_\_\_\_\_\_\_\_\_\_ Arrival Time: \_\_\_\_\_\_\_ Dep. Time: \_\_\_\_\_\_\_

 Cleaning completed: Yes / No

 If No, then reason: Right person not available at site

 Access blocked

 Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Units to be cleaned: \_\_\_\_\_ Septic Tanks \_\_\_\_\_Soak Pits

Number of Units cleaned: \_\_\_\_\_ Septic Tanks \_\_\_\_\_ Soak Pits

Total Volume of sludge collected: \_\_\_\_\_ Litres

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**Customer Acknowledgement:**

The septic tank and soak pit cleaning services have been completed satisfactorily.

Customer Signature and Stamp

**Feedback:**

The site was left clean and hygienic: Yes No

The operator was courteous: Yes No

The operator used appropriate safety equipment: Yes No

Overall Score: 1 2 3 4 5

**Annexure D**

**Monthly MIS Statement for the month of \_\_\_\_\_\_, 20\_\_\_**

**Operational Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| No. of working days |  |  |  |
| No. of Customers served: |  | No. of Scheduled Cleanings: |  |
|  *Plan*  |  |  *First Appointment* |  |
|  *Actual* |  |  *Second Appointment* |  |
|  *Fulfilment Rate (%)* |  | No. of Emergency Requests |  |
|  |  | No. of fines charged |  |
| Areas of Leh covered |  |
| Volume of Faecal Sludge Collected |  | Total kilometres run by Trucks |  |

**Financial Data (all amounts in Indian Rupees):**

|  |  |  |  |
| --- | --- | --- | --- |
| **Operating Costs:** |  |  |  |
| Total salaries and manpower |  |  |  |
| Fuel |  |  |  |
| Truck Maintenance and Repairs |  |  |  |
| FSTP Maintenance |  |  |  |
| Office and admin costs |  |  |  |
| Financing and other expenses |  |  |  |
| **Total Operating Costs (A)** |  |  |  |
| **Capital Investments:** |  |  |  |
| Truck Improvement CapEx |  |  |  |
| FSTP Improvement CapEx |  |  |  |
|  **Total Capital Investment (B)** |  |  |  |
|  |  |  |  |
| Payment due to Service Provider for current month (C) |  |  |  |
| Amount for repayment of Investment by Service Provider (C-A-B) |  |  |  |
|  |  |  |  |
| Opening Balance of Project Bank Account |  |  |  |
| Fees Collected |  | Total YTD: |  |
| Fines Collected  |  | Total YTD: |  |
| Total Collections |  | Total YTD: |  |
| Payments to Service Provider for prior months |  |  |  |
| Withdrawals by Municipality |  |  |  |
| Closing Balance of Project Bank Account |  |  |  |