



Service Level Agreement and Packages

OPERATION AND MAINTENANCE OF EFFLUENT/SEWAGE TREATMENT PLANT

SERVICE STC SPECIAL TERMS AND CONDITIONS FOR OPERATION AND MAINTENANCE OF EFFLUENT/SEWAGE TREATMENT PLANT

1. Preamble

A. All the Operation and Maintenance of Effluent/Sewage Treatment Plant service contracts placed through GeM shall be governed by the following set of Terms and Conditions:

I. General terms and conditions for Goods and Services.

II. Service STC contained in this document

III. BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes service-specific STC which supersedes GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the buyer and the service provider. The purpose of this document is to outline the Scope of Work, Stakeholder's Obligations, and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goals

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.
- Present a clear, concise and measurable description of services offered to the buyer.
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

3. Stakeholders

The main stakeholders associated are:

a. Buyer: The buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.

b. Service Provider: The service provider is responsible to provide all the required services in a timely manner and to the satisfaction of buyer or its authorized representative. The service provider may also include seller/ supplier/ bidder/ contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the document.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.

4. Service Scope

4.1 Introduction

The Operation and Maintenance of Effluent/Sewage treatment plant (ETP/STP) and its machines and equipment are required by the buyers for smooth working and performance of the sewage/effluent treatment plant and its machines and equipment. The work will comprise of regular maintenance/preventive maintenance of various Effluent/Sewage treatment plants and its machines and equipment as mentioned by the buyer in the bid documents. The operations of Effluent/Sewage treatment plant and its machines and equipment will be as per the requirement of buyer and might be required round-the-clock. Regular checking of parameters is required for the smooth operation of the plant. All measures should be taken to operate the plant satisfactorily.

4.2 Scope of Work

- i. The scope of work includes operation (as applicable), servicing, repairing and the maintenance of STP/ETP system comprising of various pumps, motors, blowers, pipelines, setting tanks, filter unit, etc. together with the electrical panels and connections.
- ii. Responsibility to maintain STP/ETP in a healthy state all the time, to plan and undertake preventive maintenance of STP/ETP at regular intervals and attend routine maintenance activity every day and other additional required duties mentioned in the bid.
- iii. Adherence to various obligations as mentioned under the service provider's obligations.

5. Terms and Conditions

5.1 Buyer's Obligations

- i. The buyer shall nominate a Nodal Officer/Engineer in-Charge from its organization to coordinate with the service provider to facilitate operation and maintenance of the sewage/effluent treatment plant.
- ii. The buyer shall provide access and adequate space to the authorized personnel of the service provider to work in the specified area.
- iii. The buyer will provide sewage, water and electricity on continuous basis.
- iv. If needed the complete layout of site/location/building of Effluent/Sewage Treatment Plant Installations are placed and also complete diagram shall be provided to the service provider.
- v. The items not included in scope of the service (i.e., to be provided by buyer), if any, shall be provided by the buyer in a timely manner for smooth running of O&M service.
- vi. The buyer must notify to the designated representative of the service provider, as soon as possible after the buyer becomes aware of them;
 - a. For any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behaviour/ improper uniform by the personnel.
 - b. For any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services
- vii. The buyer can issue instructions as may be necessary or appropriate for the prompt and effective implementation of the services to officials, agents and representatives, of the service provider
- viii. ***Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT.***

ix. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

5.2 Standard Service Provider Obligations

- i. The service provider shall ensure that the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- ii. A complaint escalation matrix is to be provided by service provider.

- iii. The service provider shall attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works.
- iv. The service provider will be required to submit a list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff/workers.
- v. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
- vi. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the buyer of the above change.
- vii. The persons deployed by the service provider shall solely be the responsibility of the service provider and buyers shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the buyer.
- viii. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
- ix. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the service provider.
- x. The service provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- xi. The service provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- xii. It is the responsibility of the service provider to disburse wages timely to all its deployed personnel. The buyer has no responsibility in this regard.
- xiii. The service provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by buyer.
- xiv. The service provider shall produce to the buyer the details of payments of statutory benefits like bonus, leave, relief etc. to its personnel from time to time or as required by buyer.
- xv. Attendance of man power shall be entered in attendance register on regular basis. The same shall be made available for verification to the buyer/buyer's authorized representative, as and when required.
- xvi. Tax deduction/collection at source for the service provider shall be governed by the prevailing rules.
- xvii. The service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the buyer shall not have any liability whatsoever on this account.
 - a. The service provider shall deploy manpower who are above eighteen years of age and are not above 65 years of age.
 - b. If required by the buyer and wherever applicable, the service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the service provider.
 - c. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the buyer. In case the manpower deputed by the service provider is found not suitable, the service provider shall replace such manpower without any additional cost to the buyer, if directed by the buyer. The service provider shall not deploy or shall discontinue deploying such person(s).
 - i. The service provider shall get the police verification done for all its deployed personnel at site
 - ii. The service provider shall ensure medical fitness of all its deployed personnel at site.
 - iii. The service provider shall ensure adequate supervision to ensure correct performance of the services in accordance with the requirements agreed upon.
 - a. In an event that the service provider fails to deliver or fails to carry out tasks as per schedule due to the absence of personnel or any other reasons, the service provider at his own cost shall make an alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke a penalty and the buyer shall have the right to recover damages as per the provisions of the contract.
 - b. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of

personnel deployed by them.

- iv. Duty hours of workman/supervisor for the job will be same as followed under the Industrial Act and as per instructions of the buyer. However, the Workmen/Supervisors can be called upon at any time and they have to work on holidays/rest days also, if necessary, based on the demand of work.
- v. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel deployed and make available to the buyer/ buyer's representative for verification and endorsement, if required.
- vi. The service provider shall deploy adequate number of skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the services. Excess manpower shall not be deployed without approval of the buyer.
- vii. All safety accessories and measures as required for the execution of the work shall be provided to the workers by the service provider at their own cost.
- viii. The service provider would always keep adequate number of equipment (in working conditions) at the site which is needed to ensure smooth function of this contract covering the scope of work.
- ix. The service provider must provide required tools, equipment and safety gears based on applicable regulations/codes/guidelines.
- x. The service provider shall depute adequate manpower to ensure round-the-clock operation and preventive/minor break-down/routine repair & maintenance work/ service as per details specified in the scope of work.
- xi. The service provider shall deploy the manpower as mentioned by the buyer in the contract.
- xii. The service provider shall submit a monthly report and a comprehensive report after each preventive maintenance to buyer/buyer's authorized representative. The format of the report shall be jointly agreed upon at the start of contract between the buyer and the service provider.
- xiii. Deployed man power should be capable of taking up any repair & maintenance work of his area of the system independently. The service provider's supervisor shall ensure that his manpower is available at the site at all times.
- xiv. In case any loss is incurred by the buyer owing to the negligence or mishandling by the deployed personnel of the service provider, the service provider shall be responsible to make good the losses suffered by the buyer, subject to GTC provisions on limitation.
- xv. Any damages caused by the service provider in existing facilities while carrying out the work shall be made good by the service provider to buyer's entire satisfaction at their own risk and cost.
- xvi. The service provider shall, at all times, make and keep sufficient copies of the Drawings, Specifications etc. which are required by them to fulfil their duties under the contract.
- xvii. The location for reporting shall be provided by the buyer to the service provider.
- xviii. In case of hazardous nature of work, the service provider should provide appropriate manpower that has past experience of undertaking hazardous/similar nature of work.
- xix. The service provider shall provide prior information to the buyer and obtain necessary approvals, for any hazardous material being brought to the site and service provider shall ensure safe and secure storage and usage of such material.
- xx. All electrical works will be done as per the latest Indian Electricity Act and other requirements of the contract.
- xxi. The service provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- xxii. No work may be carried out above the heads of people or over gangways or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the buyer/authority in charge
- xxiii. The service provider should ensure that their personnel do not consume alcohol / do not smoke / do not take khaini/ any type of drugs in the buyer's premises, the violation will attract suitable penalty.
- xxiv. The service provider must ensure that their personnel do not report for duty in inebriated state. Any violation will attract suitable penalty on the service provider
- xxv. The service provider is advised to visit and examine the work site and its surroundings and obtain for themselves all information that may be necessary for preparing the bid. The site visit shall be at the service provider's own expenses and the buyer will be indemnified for any material/personnel loss of the service provider.
- xxvi. Facilities for Workmen
 - a. The service provider shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.
 - b. The service provider shall provide at the site adequate supply of drinking water, other water for use and other

facilities to meet the statutory requirements.

c. If any illness of an epidemic/pandemic nature breaks out, the service provider shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.

d. The service provider shall, at all times, take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighbourhood of the work.

e. The service provider shall ensure that the provisions of facilities for workmen clause are complied with by his sub-service providers/contractors as well.

f. The service provider shall provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, wherever necessary or required by the buyer or by any authority for the protection of the Works or for safety and convenience to the public or others, and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or repair.

i. All spare parts or consumables to be supplied by the service provider, if applicable, shall be properly wrapped and packaged so that they are preserved in original as new condition under the normal conditions of storage anticipated at site. All such spare parts/consumables shall be properly tagged and coded for proper identification so as to facilitate its intended usage. They shall be packaged separately and clearly marked as Spare Parts/Consumables and brought to the site in accordance with instructions/approval from the buyer. Packing lists shall be maintained so that the parts can be handled without unpacking/uncrating.

ii. The service provider shall clearly intimate, well in advance, any special storage/protection requirements for spare parts/consumables under their scope of supply

iii. In case spare parts/consumables are to be provided by buyer, the Service Provider will maintain inventories and follow up with the buyer/authorized representative of the buyer, for regular supplies of such material. The service provider shall ensure that requests for spare parts/consumables are raised well in advance to ensure no downtime of machines and equipment's due to non-availability of spare parts/consumables.

iv. In case spare parts/consumables are to be provided by the buyer, old and used spares/items shall be returned by the service provider to the buyer immediately after completion of job/work.

v. If the spare parts/consumables issued by the buyer are found to be misused or wasted by the service provider, the service provider shall be liable to pay compensation as may be fixed by the buyer.

vi. The service provider shall comply with all statutory requirements, including but not limited to those as specified above and shall keep the buyer harmless and indemnified for any action brought against it for any violation/non-compliance of any of the Acts, etc.

vii. Insurance: The service provider shall take an insurance policy for all the employees employed by them against accidents and injuries while at work as required by the relevant rules and agreement clause. It shall be the obligation of the service provider to pay compensation, if any to his workmen as per Workmen's Compensation Act and any statutory modification and also in respect of any damage or compensation payable in consequence of any accident or injury sustained by the workmen or other persons whether in the employment of service provider or not, if caused by the action of negligence on the part of the service provider. The buyer will not share any responsibility or liability fully or partly on above. The decision of the buyer in regard to fixing the responsibility for the accident will be final and binding. All costs on such insurance shall be deemed inclusive in price bid.

5.3 Service Specific Service Provider Obligations

i. Collection of sample sewage from individual units at the point of discharge to sewer, conducting tests on them to ascertain that they are within the standards fixed by Central Pollution Control Board (CPCB)/ State Pollution Control Board/relevant authority, informing the buyer of the results and initiating remedial action should be done by the service provider.

ii. The treated wastewater should comply with the standards given in the consent order of CPCB/ State Pollution Control Board /Bureau of Indian Standards (BIS)/ any other standard as mentioned by the buyer.

iii. If applicable, the service provider shall provide the name, detailed description and specifications of chemicals to be used for treatment of effluent/sewage and provide to the buyer for their approval.

iv. Sewage at no point in time should overflow the tank and cause a health hazard to the occupants of the buyer's surroundings (localities or neighbours).

- v. PWD/ CPWD specifications shall be followed as the case may be. In case they are not applicable, BIS/ Engineering practice as directed by the buyer shall be followed.
- vi. The service provider will also provide a Test Certificate every month of effluent water before and after treatment. The certificate has to be obtained from the CPCB/State Pollution Control Board/relevant authority/ for B.O.D, C.O.D, PH, TSS, and O&G etc. as called for or as per parameters mentioned by buyer.(BOD-biological oxygen demand; COD-chemical oxygen demand; TSS-Total suspended solids; O&G-oil and gas.)
- vii. The service provider should provide all Tools & Tackles required for the proper running and functioning of the STP/ETP. Also, minimum testing kits shall be provided for onsite testing of water.
- viii. The service provider shall provide standard quality of materials viz. EM, urea, Di-Ammonia phosphate and Sodium Hypo Chloride, etc., spares, consumables, critical and non-critical spares, tools & tackles (ISI marked, wherever applicable) and of reputed companies (if applicable) or as per specifications mentioned by the buyer
- ix. The service provider shall also submit a duly signed comprehensive report every month, detailing the services performed during the month like sheets of system performance, chemical consumption records, electrical consumption records, daily inlet outlet discharge quantities etc.

5.4 Safeguarding of proprietary and confidential information

- i. The service provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by the buyer, out of the buyer's premises without prior written permission from the buyer.
- ii. The service provider acknowledges that the buyer's business data and other proprietary information or materials, whether developed by the buyer or being used by the buyer pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the buyer; and the service provider agrees to take reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall not be less than that the care taken by the service provider to protect his own proprietary information.
- iii. Ownership and Retention of Documents: The buyer shall own the documents, prepared by or for the service provider arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by the buyer, the service provider shall deliver to the buyer all documents provided by or originating from the buyer and all documents produced by or from or for the service provider in the course of performing the services, unless otherwise directed in writing by the buyer at no additional cost.

5.5 Independent Contractors

- i. The relationship between the buyer and the service provider under this agreement is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, neither the service provider nor the personnel of the service provider shall become the employee of the buyer under this Agreement. The buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that the buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The service provider shall make them known about this position in writing before deploying the personnel to the buyer's site. The buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the service provider or its employees.

6. SLA Penalties and Termination

S No.	Description of default	Penalty
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value

S No.	Description of default	Penalty
2.	Delay in mobilization of resource	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
3.	Non resolution of complaints	<p>If complaint is resolved within the agreed timelines of contract – No penalty</p> <p>If complaint is not resolved within the agreed timelines of contract – Penalty of INR 1,000 for per hour of delay or as stipulated by buyer</p>
4.	If an employee of the service provider is found responsible for misconduct/disobedience or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of buyer organisation or other employees of service provider	<p>1st Instance – 0.05% of the contract value and replacement of resource</p> <p>2nd Instance – 0.1% of the contract value and replacement of resource</p> <p>3rd Instance onwards – 0.2% of the contract value and replacement of resource</p> <p>The buyer can take further action as deemed fit by competent authority at buyer's end.</p>
5.	Consumables/spare parts supplied for use during the contract are not as per specification (if applicable)	<p>Apart from immediate replacement of such consumables/spare parts following penalties:</p> <p>1st Instance – 0.5% of the contract value</p> <p>2nd Instance – 1% of the contract value</p> <p>3rd Instance onwards – 2% of the contract value</p>
6.	Downtime of plants, machines and equipment due to the fault attributable to the service provider	Penalty and downtime as defined by the buyer
7.	Non-adherence of dress/uniform by the service provider employees or labours or any sub-contractors of the service provider	<p>1st Instance – INR 200</p> <p>2nd Instance – INR 500</p> <p>3rd Instance onwards – INR 1000</p>
8.	Violation of applicable Safety, Health & Environment related guidelines/norms by service provider or its employees/labours/sub-contractors	<p>In addition to applicable legal penalties, the following will be applicable</p> <p>1st Instance – 0.5% of the contract value</p> <p>2nd Instance – 1% of the contract value</p> <p>3rd Instance onwards – 2% of the contract value</p>

S No.	Description of default	Penalty
9.	If the employee/manpower of the service provider is absent or takes leave for more than 2 days without informing or taking prior approval of the buyer	Substitute within 2 days failing which, penalty of 0.1 % per day of the contract value of the absent resources up to 15 days. Beyond 15 days, penalty of 0.5% per day of the contract value
10.	Test certificate of effluent water before and after treatment from approved lab	In case, every month or on demand of buyer, service provider doesn't furnish latest certificate from approved lab: 1 st instance – 1% of the contract value 2 nd Instance – 2% of the contract value 3 rd Instance onwards – 3% of the contract value
11.	If cumulative penalties reach 10% of the contract value	Termination of contract

7. Payment Schedule

- i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.
- ii. The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting penalty amount, if any.

8. Formulae Used

Total Price = A*B*C

Where,

A = Price Quoted by the service provider (to be quoted by the service provider on per month basis)

B = Number of machines/equipment for which Operation and Maintenance Service is required (to be quoted by the buyer). This should be kept as 1 in case Operation and Maintenance Service is required for complete system.

C = Duration for which Operation and Maintenance Service is required (To be mentioned by the buyer in months)