



DRAFT SERVICE LEVEL AGREEMENT FOR FSTP OPERATION AND MAINTENANCE

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1. Context and Structure

- 1.1. This service level agreement governs the services being provided by XXX in operating and maintaining the FSTP at [Insert ULB Name].
- 1.2. While XXX is providing the service to [Insert ULB Name] it should be noted by all parties that the primary objective of this service is to ensure the safe and sustainable operation of the FSTP.
- 1.3. As this is first septage treatment plant in the state requires a spirit of accommodation and understanding between the parties. Formal review meetings attended by all stakeholders should be held at regular intervals and all issues discussed objectively and necessary learning or changes incorporated.
- 1.4. Accordingly, the primary purpose of defining service levels will be to determine the desired degree and quality of outputs regarding:
 - 1.4.1.Risks to public health
 - 1.4.2.Environmental pollution
 - 1.4.3.Safety of personnel operating the plant
- 1.5. Secondary service levels will also be defined based on the need to ensure.
 - 1.5.1.Sustainability of the FSTP
 - 1.5.2.Its role as a demonstration plant for the State and beyond
- 1.6. The responsibility of the operator is to ensure the life of the assets while consistently operating the plant as per design. The operator is responsible to ensure the prolonged life of the assets through correct procedures of operation, preventive maintenance functions and replacement of parts. Failure to perform any of these functions will attract penalties. Such penalties will be in proportion to:
 - 1.6.1.Compensation provided for O&M services
 - 1.6.2.The costs incurred in remedying the ill-effects of not conforming to service levels
 - 1.6.3.The penalties imposed by any competent authority with regard to such non-conformance

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2. Definition of Primary Service Levels

- 2.1. Accepting truck loads
 - 2.1.1. Accept 100% of truck loads arriving at the FSTP
 - 2.1.2. In the case of rejection of a truck load a valid reason should be documented. Accepted valid reasons are a) Exceeding capacity of the plant for that day, b) FS is non-domestic in nature. This should be reported and corrective action taken by PCB or TP.
- 2.2. The entire volume of influent Faecal Sludge should be treated / handled as described in items 2.3 to 2.5 before disposal.
 - 2.2.1. Disposing partially treated or untreated faecal sludge or its component fractions is prohibited.
- 2.3. Let the solids fraction in influent faecal sludge dry in the beds up to a maximum of 40% moisture (as per design) before evacuating and disposing to the SWM resource park for co-composting.
 - 2.3.1. For farming use (From FCO norms, specifying quality)
- 2.4. Treat liquid fraction of influent Faecal Sludge as per process prescribed by design in SoP.
 - 2.4.1. Treated water is to be used for irrigation purposes only – inside the FSTP or in agriculture, municipal parks, road medians or other similar purposes.
- 2.5. As per MSW 2016 rules, handle the refuse from the screen and grit chamber, composting operations and any other process rejects, and dispose such wastes safely at the resource park or landfill site.
- 2.6. Operator health and safety
 - 2.6.1. Data record of issue and reissue; shots given to personnel; training dates and proof of training; random checks by third party.
 - 2.6.2. Develop a health and safety protocol
 - 2.6.3. Display signage for safety (no smoking; fire extinguishers; safe place for safety equipment).
 - 2.6.4. PPE for all operators to be provided and reissued as necessary.
 - 2.6.5. Safety training for all personnel and any specific trainings to be provided on a regular basis.
 - 2.6.6. Health check-ups for all plant personnel to be undertaken on a quarterly basis.

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3. Definition of Secondary Service Levels

- 3.1. Maintaining assets in good condition to ensure functionality.
 - 3.1.1. Regular (preventive) maintenance schedule published and adhered to as documented in asset log book – specifically, the sand level in any drying bed should not reduce below YYY level at any point.
 - 3.1.2. All breakdowns of equipment and damage to civil structures to be documented and response to breakdown logged.
 - 3.1.3. A spare parts and supplies management plan is to be implemented for the FSTP with a view to maintaining 100% uptime of the plant.
 - 3.1.4. An emergency response plan in case of failure of specific equipment to be published and kept updated.
 - 3.1.5. All the assets in the plant will be handed over in good working condition to the Client upon termination of this agreement.
- 3.2. Operating the plant efficiently as per design description provided with key performance indicators being measured for adherence to performance.
 - 3.2.1. Electricity consumption (total from grid and DG set) to be within budgeted units.
- 3.3. Personnel operating the plant
 - 3.3.1. Attendance log of all personnel working at the FSTP and any temporary workers hired will be maintained and shared with Client upon request.
 - 3.3.2. Temporary operators will be recruited as required to ensure that operations do not suffer due to vacancies in workforce.
- 3.4. FSTP as a model plant
 - 3.4.1. A welcome desk manned continuously during daily operating hours to answer phone calls, manage visitors and log public grievances if any.
 - 3.4.2. High quality of general maintenance along with proper landscaping to ensure that the premises are aesthetically pleasing and welcoming of visitors.
 - 3.4.3. Any public complaints against nuisance for odour or visual nuisance have to be logged without fail and addressed within one day.

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4. Monitoring the operations of the plant and generating records

- 4.1. A full set of logs should be maintained by the service provider depicting at least the following data:
 - 4.1.1. Number of trucks approaching the plant
 - 4.1.2. Number of truck loads accepted for testing of raw FS
 - 4.1.3. Number of truck loads accepted into the FSTP after testing
 - 4.1.4. Number of truck loads rejected and the reason for the same
 - 4.1.5. Quantity of compost bagged
 - 4.1.6. Quantity of compost disposed and price at which disposed
 - 4.1.7. Total quantity of water recovered and quantity discharged in different ways
 - 4.1.8. Weight of trash and rejects generated
 - 4.1.9. Weight of trash and rejects disposed
- 4.2. Adhering to process parameters
 - 4.2.1. All critical process indicators to be logged as per monitoring plan in the SoP.
 - 4.2.2. Visible tests should be conducted and logged on a daily basis as per following parameters:
 - 4.2.2.1. Final effluent is clear, does not contain solids, and is odour free
 - 4.2.2.2. Sludge is odour free
- 4.3. Records of all lab tests should be filed and made available to the ULB at any time upon request.
- 4.4. Records of all safety incidents to be maintained

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5. Compliance with statutory authority requirements

- 5.1. Conditions under which permission for plant operation were provided must be complied with.
- 5.2. All queries from authorities should be responded to in a timely manner.
- 5.3. Any penalties levied by authorities in response to submissions should be cleared in a timely manner.

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6. Penalties for non-compliance with agreed upon service levels

S. No.	Description of Compliance requirement	Penalty as % of monthly O&M fee
1	Rejecting a truck without valid reason	0.5% per truck
	Plant not accepting loads due to downtime	3% per day
2	Disposing untreated or partially treated FS or its components	25%
3	Disposing trash and rejects indiscriminately	1% per violation
4	Non-issuance of PPE or PPE found inadequate during site inspection 3 times in a quarter	1%
5	Every employee health check missed	0.5%
6	Missing regular maintenance schedule for critical components	5%
7	Asset replacement/upgrade request to client before 75% of expected life of asset	Case-to-case basis
8	Adverse remarks exceeding 6 numbers in all visual checks combined or public complaints for odour or visual nuisance in 3 months	1% per every 6 adverse remarks in 3 months
9	Failure to maintain all records satisfactorily for 3 consecutive months as determined by client	1% for every 3 incidents
10	Failure to comply with regulatory compliance in time	1% for every 3 incidents

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Tamil Nadu Urban Sanitation Support Programme (TNUSSP) supports the Government of Tamil Nadu and cities in making improvements along the entire urban sanitation chain.

The TNUSSP is implemented by a consortium of organisations led by the Indian Institute for Human Settlements (IIHS), in association with CDD Society, Gramalaya and Keystone Foundation.