



**Ministry of Housing
and Urban Affairs
Government of India**



Model Contract for Engagement of Private Agencies for Sewer and Septic Tank Management

2025

Model Contract
For
**Emptying/Transportation/Maintenance of Sewerage
System/Septic Tank**
Between
**<Enter Corporation [Zone_]/ Municipality/ Town
Panchayat>, <District>, <State>**
And
<Name of the PSSO>

Note: This is a performance-based Model Contract issued by Ministry of Housing and Urban Affairs to ensure that outsourced/contractual work for systematic emptying/ transportation/ maintenance of Sewerage/ Septic Tank and safety of all sewer and septic tank workers (SSWs) is followed as per the applicable laws and guidelines. The State/ULB reserves the right to modify, alter or repeal any provisions of the agreement as and when necessary, on public interest.

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This agreement <Insert Contract/ MoU/ License ID> is entered on this day,

<Enter Date Here>

at

<Enter name of town>

Between

1. *<Enter ULB Name>* represented by its *<Enter CEO/ EO data here>* and having its office *<Enter office address here>* hence after referred to as "Local authority" which expression shall, unless repugnant to the context or meaning thereof, includes its administrators, successors, and assignees.

AND

2. *<Name of the Private Sanitation Service Operator>* represented by the assigned local representative *<Enter office bearer name here>* and having its office at *<Enter office address here>* (hereafter referred to as "PSSO"), who has been a service provider independently engaged in the business of faecal sludge/septage evacuation and transportation to designated point and/or sewer network/sewer maintenance hole cleaning and desires to provide such services, in accordance with the terms and conditions set out in this agreement. It includes the administrators, successors, and assignees.

*(Signature of First Party/
Representative of the Local Authority)*

*(Signature of First Party/
Representative of the Local Authority)*

*(Name of First Party/
Representative of the Local Authority)*

*(Name of First Party/
Representative of the Local Authority)*

(Address of First Party/Local Authority)

(Address of First Party/Local Authority)

*(Signature of witness
on behalf of the Local Authority)*

*(Signature of witness
on behalf of the Local Authority)*

*(Name of witness
on behalf of the Local Authority)*

*(Name of witness
on behalf of the Local Authority)*

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

1. Abbreviations

ALR	Assigned Local Representative
CEO	Chief Executive Officer
DBT	Direct Benefit Transfer
EO	Executive Officer
FSTP	Faecal Sludge Treatment Plant
GHIP	Group Health Insurance Policy
GST	Goods & Services Tax
IFSC	Indian Financial System Code
PEMSRA	Prevention of Employment as Manual Scavengers and their Rehabilitation Act, 2013
PPE	Personal Protective Equipment
PSSO	Private Sanitation Service Operator
RSA	Responsible Sanitation Authority
SEP	Sewer Entry Professional
SeTP	Septage Treatment Plant
SHG	Self-Help Group
SOP	Standard Operating Procedure
SSW	Sewer and Septic Tank Workers
STP	Sewage Treatment Plant
ULB	Urban Local Body

2. Definitions

- a. **'Act'** means the Prohibition of Employment of Manual Scavengers and their Rehabilitation Act, 2013
- b. **'Advisory'** means Emergency Response Sanitation Unit by Ministry of Housing and Urban Affairs, 2019
- c. **'Agreement'** means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time
- d. **'Local authority'** means ULB, represented by authorised representative with whom the selected PSSO, signs the contract for the services
- e. **'Assigned local representative' (ALR)** means the person assigned by the PSSO under this contract to represent him in management/deployment of sewer and septic tank workers (SSWs) with the local authority
- f. **'Chief Executive Officer (CEO)'**, in relation to a Municipality means, its senior-most executive office, by whatever name/designation they are called
- g. **'Cluster'** means a group of neighboring ULBs which can share resources provided under this contract. In case of cluster approach, the State shall designate the specific officer who will be deemed to be the local authority for the purpose of this contract
- h. **'Confined Space'** means a space which contains or has the potential to contain a hazardous atmosphere or material, including gas that has the potential for engulfing an entrant or has an integral configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downwards and tapers to a smaller cross section or contains any other serious safety or health hazard
- i. **'Contract'** means the contract/memorandum of understanding/license signed by the parties along with all attached documents
- j. **'Core equipment'** means the set of distinct sanitation equipment (standard septic tank vehicle, sewer hydrovac set, grabber/desilting machine) that are essential for the mechanised cleaning and operation and maintenance of sewer network and septic tank systems in an urban area, where
 - i. Standard septic tank vehicle means a mobile platform designed either as a septage collection tanker with pump pulled by a tractor or a septage collection tanker with pump fabricated onto a vehicle chassis, which can meet the desired performance defined under the contract
 - ii. Sewer hydrovac set means a mobile platform mounted safe, non-invasive cleaning apparatus that employs high pressure water and industrial strength vacuum to loosen dirt and debris and remove blockages from sewer pipes.
 - iii. Grabber/desilting machine means any apparatus which can evacuate solids such as brickbats, stones, cloths and plastics dumped at the

bottom of a sewer maintenance hole.

- k. **'Day'** means a calendar day
- l. **'Duty Supervisor'** means an official, that is Sanitary Inspector or, their nominee, assigned the job supervising observance of safe confined space entry protocols prescribed for sewer and septic tank cleaning and maintenance
- m. **'Employer'** means the PSSO or the assigned local representative (ALR) of the PSSO, who shall be the designated employer of the SSWs deployed with the local authority under this contract.
- n. **'Faecal Sludge'** means raw or partially digested, in a slurry or semi-solid form, the collection, storage or treatment of combinations of excreta and black water, with or without grey water
- o. **'Guidelines'** means National Action for Mechanised Sanitation Ecosystem, Ministry of Social Justice & Empowerment, 2023
- p. **'Hazardous cleaning'** by an employee or SSW, in relation to a sewer or septic tank, means its manual cleaning, including removal of blockage and grit from sewer lines/evacuation of sewage from sewer maintenance hole/removal of faecal sludge from septic tank by such person without following the applicable safety precautions as may be prescribed or provided in any other law, for the time being in force or rules made thereunder
- q. **'Maintenance hole'** means an opening through which a person may enter a sewer/septic tank for inspection, cleaning and other maintenance
- r. **'Manual cleaning'** means the cleaning of sewers and septic tanks using bare hands without donning the PPE and without using appropriate simple machines
- s. **'Owner'** means the PSSO or the ALR on behalf of the PSSO, who shall be the designated owner of equipment/machines, including vehicles, towed tractors/trucks/trailers and PPE supplied by them under this contract, even when the said equipment/machines, including vehicles, towed tractors/trucks/trailers and PPE supplied by them are assigned to the duty locations by the local authority and operated under the instructions of the duty supervisor or any other official/officer to whom the items are assigned
- t. **'Private Sanitation Service Operator (PSSO)'** means any private organization/partnership firm/self-help group, which is empaneled or licensed with the respective ULB or State agency to provide specified sanitation resources or services in the area of responsibility of the ULB.

In the context of this contract document, an entity will be considered as a PSSO if:

- i. It is tasked to operate under ULB's instructions or provide (to be operated by municipal employees) 3 or more distinct units of sanitation machinery for the purpose of periodic maintenance of sewers and septic tanks, as specified in the contract, and/or

- ii. Provide minimum 20 trained SSWs to be engaged in maintenance of septic tanks and sewers for the ULB including operators to run municipal owned machinery and who will fulfill all other relevant Central Government or State Government guideline/notification/advisory regarding supply of machines and human resources, and/or
- iii. An entity registered as a self-help group (SHG) under the applicable State/National legislation, *and/or* an entity self-registered as a Sani-entrepreneur/Micro-entrepreneur even where not empaneled by the local authority.
- u. **‘Personal Protective Equipment (PPE)’** personal protective gear that are to be provided, worn or used by all SSWs while performing sanitation work in order to avoid any exposure to human skin to substances which can lead to diseases, and to avoid any incidental injuries while carrying out cleaning work
- v. **‘Responsible Sanitation Authority’** (hereafter referred to as “RSA”) means the official as designated by the concerned district administration for a particular district or CEO of a ULB designated as such to discharge duties and responsibilities relating to the Emergency Response Sanitation Unit
- w. **‘Rules’** means the “Prohibition of Employment as Manual Scavenger and their Rehabilitation Act, 2013”
- x. **‘Sewer and Septic Tank Worker (SSW)’** means any person engaged in or employed for maintenance and upkeep of sewer network/sewer maintenance hole and/or septic tank systems under the area of responsibility of the local authority including those engaged through a PSSO
- y. **‘Safety Gear’** means the set of special protective equipment that are to be worn or used by Sewer Entry Professionals (SEPs) when tasked to enter a potentially hazardous confined space for performing operation and maintenance of sewer and septic tanks so as to detect poisonous gases in the confined space, ventilate the confined space by blowing out hazardous gases, enable safe entry and exit from deep confined spaces, prevent any exposure of human skin to undesirable substances, supply adequate oxygen, and simultaneously prevent inhalation of sewer gases such as H₂S, CO₂, CH₄ present inside the sewers or septic tanks
- z. **‘Septic tank’** means a water-tight settling tank or chamber, normally located underground, which is used to collect and hold human excreta, allowing it to decompose, or any other underground containment system used for storing human excreta
- aa. **‘Sewage’** means used water containing human body waste matter (faeces, urine etc.) coming from a household or other similar municipal discharges
- bb. **‘Sewerage system’** means the underground conduit network, including rising main and pumping station, of sewer appurtenances intended for collection and conveyance of sewage generated from household, housing society, industrial unit, commercial unit, or any other form of infrastructure for human use to a sewage pumping station for treatment and disposal

- cc. 'Sewer Entry Professional (SEP)'** means those SSWs on the payroll of the local authority, who have been comprehensively trained and certified as such to carry out a sanitation confined space entry and are registered as SEPs with the local authority/ERSU. The SSWs supplied by the PSSO under this contract shall not perform the role of SEP under any circumstances.
- dd. 'Soak pit'** means a closed porous chamber that is directly connected with a primary treatment unit of residential or commercial building and serves the function of letting the used water coming from the septic tank to slowly soak into the underlying ground.
- ee. 'SOP'** means the Standard Operating Procedures for Cleaning and Maintenance of Sewers and Septic Tanks by the Ministry of Housing Urban Affairs, November 2018
- ff. 'Special equipment'** means any of the distinct sanitation equipment such as sewer inspection camera apparatus, hydro jetting machine, power bucket machine, power rodding apparatus, and hydraulic sewer root cutter which is needed, in addition to the core equipment, to resuscitate blockages in sanitation infrastructure
- gg. 'Wages'** (as defined in the Minimum Wages Act, 1948) means all remuneration, capable of being expressed in terms of money which would if the terms of the contract of employment express or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment (and includes house rent allowance) but does not include-
- i. the value of
 - any house-accommodation, supply of light, water, medical attendance; or
 - any other amenity or any service excluded by general or special order of the appropriate Government;
 - ii. any contribution paid by the employer to any Pension Fund or Provident Fund or under any scheme of social insurance;
 - iii. any travelling allowance or the value of any travelling concession;
 - iv. any sum paid to the person employed to defray special expenses entailed on him by the nature of his employment; or
 - v. any gratuity payable on discharge.

3. Eligibility/Qualification criteria

1. The applicant entity shall be recognised as a private sanitation service operator (PSSO) provided that:
 - a. They should be empaneled as such by the local authority or the State Government
 - b. They are registered as a company or society under the Companies Act, or
 - c. They are a cooperative society registered under the applicable State/National legislation
 - d. They can operate or provide minimum 3 distinct units of sanitation machinery (core/special) with or without operators *and/or*
 - e. They can provide minimum of 20 trained Sewer and Septic Tank Workers (SSWs) (including machine operators) for sewer and septic tank cleaning services
 - f. The entity is capable of entering into this “free-will” contract

An **Micro-entrepreneur** entity registered as a **self-help group (SHG)** under the applicable State/National legislation, *and/or* an entity self-registered as a **Sani-entrepreneur** even where not empaneled by the local authority, shall be permitted to participate as a PSSO for small contracts where it is required to deploy upto 2 distinct units of sanitation machinery with or without operators and/or less than 20 trained SSWs (including machine operators). In such cases, the terms of agreement between the local authority and a Micro-entrepreneur (SHG/Sani-entrepreneur) may be suitably relaxed. A draft agreement has been placed at Annexure 14 for reference.

The local authority shall ensure that **at least 25 percent** of the sewer and septic tank management work in the city is awarded to **Micro-entrepreneurs/SHGs/Sani-entrepreneurs**. In case of non-availability of Micro-entrepreneurs/SHGs/Sani-entrepreneurs, the ULB may award work to other entities such as a company or society and empanelled by the ULB. This awarding of contract to an empanelled company/society instead of Micro-entrepreneurs/SHGs/Sani-entrepreneurs, should be taken up only with the approval of the administrative head of the ULB.

2. The applicant entity must submit the following information upon signing this contract regarding their ability to meet the obligations.
 - a. Annex 1 – Formal engagement letter for SSWs by PSSO within the purview of this contract
 - b. Annex 2 – Details of all SSWs employed by PSSO within the purview of this contract
 - c. Annex 3 – List of distinct machines/equipment being deployed within the purview of this contract
 - d. Annex 4 – Checklist of statutory requirements for evaluating roadworthiness of machines/equipment
 - e. Annex 5 – PPE for SSWs employed by PSSO
 - f. Annex 6 – Form of undertaking to be submitted by PSSO

Note: *The requisitioning local authority may modify any part of the model contract with due justification, where each and every modification made to the text of the model contract, will be serial numbered and approved in writing under signature of a superior officer, at least one level above the signing authority in the administration. The said Modification sheet will be annexed to the final signed contract.*

4. Scope of work

The scope of work to be undertaken by the PSSO, including the expected output per unit will be any or all the following tasks. The local authority may change any of the values providing due justification.

1. **Provision of core equipment:** The PSSO will supply the following number of core equipment with/without operators:

- a. **Septic tank desludging vehicles**

Number of vehicles provided - _____ (numbers)*

Capacity of desludging vehicles - _____ (litres)*

Number of operators provided - _____ (numbers)

Expected faecal sludge extracted and safe transportation per day - _____ (litres per day)

* While the numbers and capacity of desludging vehicles would be on record, the work output would depend on possible numbers of extractions and trips which a desludging vehicle can make in course of a working day. Therefore, the contract would also specify the expected output from each desludging vehicle in terms of faecal sludge/septage extracted and transported safely per working day over one or more trips. If no value is given, then each vehicle will be considered capable of managing 10,000 litres per day.

- b. **Sewer hydrovac sets:**

A hydrovac equipment uses a combination of high-pressure water and vacuuming to clear blockages in sewers and drains. Accordingly, a sewer hydrovac set could comprise of single vehicle with mounted water storage, high-pressure water flushing apparatus, suction apparatus, and recovered water treatment unit. The set could also comprise of distinct vehicles for transportation of water and that for flushing and suction.

Number of hydrovac sets provided - _____ (numbers)*

Capacity of hydrovac set per day - _____ (meters of sewer (dia.))*

Number of operators provided - _____ (numbers)

* If the capacity of hydrovac sets being provided is variable, then each to be shown separately. Where no information is provided, the standard hydrovac set being provided under this contract will be considered capable of accessing and cleaning sewers as under:

- i. 480 m per working day for sewers with internal diameter upto and including 300 mm.
- ii. 240 m per working day for sewers with internal diameter upto and including 301 mm – 600 mm.
- iii. 120 m per working day for sewers with internal diameter upto and including 601 mm – 900 mm.

c. Grabbing-cum-desilting machine:

There are a number of simple-to-complex mechanisms to desilt manholes/maintenance holes. Also, the equipment being used may just extract the deposited silt and dump it next to the manhole, needing another vehicle to lift and transport the extracted material to the designated safe dumping site. Alternatively, the equipment can conduct the extraction and transportation on a single mobile platform. The nature of operation of the desilting apparatus being deployed must be explained briefly by the PSSO.

Nature of operation –

Number of grabbing-cum-desilting machines provided - _____ (numbers)*
 Capacity of grabbing-cum-desilting machines per day - _____ (number of sewer manholes/maintenance holes cleaned per day)*
 Number of operators provided - _____ (numbers)

* Where no information is provided, the standard grabber-cum-desilting machine being provided under this contract will be considered capable of accessing and cleaning a minimum of 8 sewer maintenance holes per working day.

General notes:

The PSSO shall register the equipment with the ULB and ensure that it is roadworthy and compliant with all statutory requirements (refer annex 4).

The PSSO shall provide/operate the vehicle/equipment which is fitted with GPS system for tracking of service provision by the local authority.

The PSSO shall ensure that the equipment provided is operated by an appropriate number of experienced, well-trained operators.

The agreed cost of services is given under Schedule 1 of this contract.

2. Provision of human resources – Sewer and Septic Tank Workers (SSWs):

The PSSO will supply the following SSWs:

- i. Trained septic tank beldars - _____ (numbers)
- ii. Trained sewer men - _____ (numbers)

Skill level expectation

- i. The **septic tank beldar** should be capable of assisting mechanical cleaning of at least 4 septic tanks per day in support of a desludging vehicle and its operating crew.
- ii. the **sewer men** should be capable of assisting operation of a super sucker

/sewer hydrovac set with its operating crew. A team of two sewer men should be able to support cleaning of 400 m length of sewer per day at an average. When assigned on sewer maintenance hole duty, a team of two sewer men should be able to undertake desilting of 12 sewer maintenance holes per day at an average using the grabber/desilting equipment.

- iii. The sanitary beldars and sewer men should be capable of independently operating and maintaining special sanitation equipment such as rodding machine, jetting machine, power bucket apparatus, and sewer croc apparatus held with the local authority other than the sewer inspection camera apparatus. However, they should be able to assist the camera operator.

General notes

The PSSO providing septic tank beldars/sewer men shall register such SSWs with the local authority as per annex 2.

The PSSO shall ensure that:

- i. the personnel deployed are provided with PPE
- ii. any additional weather-specific clothing as directed by the local authority is provided

The sanitation machinery and SSWs being provided by the PSSO shall be ordinarily deployed to operate in *<Enter District/Block/Gram Panchayat/Ward/Zone details here>*. However, the local authority reserves the right to deploy them in neighbouring administrations for limited period after providing a notice to the PSSO/ALR and arranging necessary transportation and accommodation.

5. Deliverables for PSSO

1. With regards to deployment where PSSO is to provide and operate the sanitation machinery:

- i. The equipment provided by the PSSO must comply with all applicable standards specified in the 'Guidance Document on Equipment and Workforce Norms for Managing Waterborne Sanitation in India' by the Ministry of Housing and Urban Affairs, November 2020.
- ii. The PSSO must ensure that the operators of the equipment are thoroughly familiar with and adhere to operating procedures of the equipment as provided by the equipment manufacturer.
- iii. The PSSO will be responsible for the transportation and safe disposal of faecal septage from septic tanks OR sewage from sewer pipe/sewer maintenance hole at the designated point of disposal such as sewage maintenance hole/sewage pumping station/SeTP/FSTP/STP. The designated point for safe disposal shall be designated by the local authority.
- iv. The PSSO must ensure that there shall be no spillage/overflow of faecal sludge and septage or sewage/used water during conveyance and transportation to the designated disposal site.
- v. The PSSO shall take all necessary precautions to ensure that the septic tank/sewer network/sewer maintenance hole and surrounding areas are not damaged in any manner or shall be restored to the same condition after the service provision.
- vi. The PSSO is responsible for conducting routine functionality checks of PPE provided to the SSWs (including operators) deployed by him as per the SOP and replace the same if found to be damaged at their own cost. The local authority shall also conduct routine checks regarding the use of PPE by the SSWs. Where the PPE is being provided by the local authority, necessary checks will be carried out by the local authority.
- vii. The PSSO shall ensure that the equipment will be used only for the mechanical cleaning of septic tank and sewer pipe/sewer maintenance hole and shall comply with the applicable guidelines specified in annex 11.

2. With regards to supply of SSWs:

- i. The PSSO shall ensure that the SSWs (including operators) deployed for services and/or operating the equipment shall not be below the age of 18 (eighteen) years.
- ii. The PSSO must ensure that the SSWs (including operators) are fit to undertake maintenance of sewer manholes/maintenance holes and desludging of septic tanks. Under no circumstances are they to be deployed to enter a confined sanitation space.
- iii. The PSSO must furnish a medical certificate in respect of each SSW (including operators) endorsed by a medical professional who has been notified by the local authority. The medical certificate shall include the evaluation of health conditions as listed in annex 7 and prescribed in sample format as shown in annex 8. This health check-up shall be undertaken annually till the duration of this contract. In case of any disabilities found

- during the health check-up of SSWs (including operators), the PSSO shall be responsible for replacing the human resources and inform the local authority.
- iv. The PSSO shall provide adequate uniform, ID card, PPE to all SSWs (including operators) deployed under this contract.
 - v. The PSSO shall ensure that no SSWs (including operators) engaged by them for mechanical cleaning of septic tank and sewer network/sewer maintenance hole will undertake unauthorised entry into confined spaces such as septic tank, soak pits, inspection chambers, sewer maintenance holes, sewer network or similar confined spaces used for collection and conveyance of faecal sludge and septage or sewage/used water even when ordered by the local authority or his representative.
 - vi. The PSSO shall ensure that no SSW (including operators) provided under this contract to the local authority will enter any private confined space or undertake hazardous cleaning, in exchange for any gratification in cash or kind.
 - vii. The PSSO shall provide an undertaking to the local authority as per annex 6.
 - viii. The PSSO is responsible for conducting routine functionality checks of PPE provided to the SSWs (including operators) as per the SOP and replace the same if found to be damaged at their own cost (refer annex 5 for items under PPE). The local authority shall also routinely check the use of PPE by the SSWs. Where the PPE is being provided by the local authority, necessary checks will be carried out by the local authority.
 - ix. It is mandatory for the PSSO to comply with the all the notifications, guidelines, advisories, and Standard Operating Procedures (SOPs) that have been or will be issued from time to time by the National, State/UT, and local authority for the mechanical cleaning and maintenance of septic tank/sewer network/sewer maintenance hole.

6. Responsibilities of PSSO with regards to SSWs

The PSSO shall strictly adhere to the following responsibilities towards the SSWs deployed for the mechanical cleaning of septic tanks or sewer network/sewer maintenance holes as part of this contract with the local authority.

The PSSO or the ALR on behalf of the PSSO shall be considered as the sole employer of the SSWs deployed with the local authority under this contract. This person/entity shall be responsible to abide by the stipulations, conditions or terms defined under PEMSR Act, 2013 or any other legislation/government notification, during the term of this contract even when their daily and emergency deployment including transfers between locations of service provision within the area of responsibility of the local authority, shall be conducted by the local authority or any other official/officer to whom the SSWs are assigned.

1. **Compliance with statutory provisions:** The PSSO/ALR shall ensure full compliance with all statutory provisions applicable under various labour laws, including but not limited to the Minimum Wages Act, 1948, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Payment of Gratuity Act, 1972, Maternity Benefits Act, 1961, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Contract Labour (Regulation and Abolition) Act, 1970, and any other relevant legislation. They shall provide all SSWs with all benefits and entitlements as per the eligibility conditions prescribed under these Acts.
2. **Adherence to 'The Code of Social Security, 2020':** The PSSO/ALR shall adhere to the provisions outlined in 'The Code of Social Security, 2020', and any modifications made thereto from time to time.
3. **Formal engagement letter:** The PSSO/ALR shall issue a formal engagement letter to all SSWs including operators (as prescribed in annex 1) engaged under this contract. The details of such SSWs and copies of the relevant identification documents must be submitted to the local authority (refer annex 2).
4. **Wages:** The Minimum Wages Act, 1948 shall be adhered to at all times, especially Sections 12 to 14, in respect of the provisions pertaining to the Payment of minimum rates of wages, fixing hours for normal working day and overtime, etc. However, payment of any remuneration over and above the minimum wages for the respective employment by ULBs is discretionary.
5. **Working hours:** The working hours per day will be assigned by the local authority or by the designated representative but will not exceed 8 hours in a stretch of 24 hours. If the duration of work exceeds the above working hours per day due to any emergent requirement and for engagement on the rest day, the PSSO shall provide an overtime allowance as per Section 14 of Act of 1948.
6. **Direct payments:** The PSSO shall ensure that all payments to the SSWs employed by them, including wages, are directly deposited into the bank accounts

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

through Direct Benefit Transfer (DBT) method. The DBT mode of payment is required to ensure all payments are directly made to the bank accounts of beneficiaries. The details required for ensuring DBT procedures are covered under Annex 2.

- 7. Training (upskilling) and certification:** The PSSO shall ensure that the SSWs being engaged under this contract have received prior training as sewer men or sanitary beldars as required under the contract. Any untrained SSW must complete the training within 3 months of the engagement for which the PSSO will be responsible. Period of training (upto 5 days) will be counted as "on duty" for the purpose of wages. This training will be arranged under the aegis of a training agency accredited with the National Skill Development Council or that empaneled for training of SSW by the State Government. Skill acquisition certificate will be provided on successful completion of training and will be valid for a period of 5 years.

In case of manpower deployed with the local authority, necessary orientation training will be provided for the specific models of sanitation equipment/machinery on which they are to be deployed for cleaning of sewer manholes and septic tanks mentioned at Annex 3. This also includes training to be given on the use of gas detectors for the model available with the local authority. This training can be provided by the equipment vendor or an experienced officer/official nominated by the local authority.

The PSSO is responsible for regularly ensuring that the workforce being deployed are familiar with all the components of PPE, either supplied by the PSSO or provided by the local authority, during the term of this contract. The components of PPE are mentioned at Annex 5.

- 8. Accident insurance:** The PSSO shall ensure that all appointed SSWs engaged by them for this contract are covered by accident insurance. The premium for such insurance shall be paid by the PSSO. At the minimum, the PSSO is required to provide a workmen compensation insurance policy that covers the liability as per the applicable norms for similarly placed employees with the local authority.
- 9. Health insurance:** The health insurance amounting to the minimum insurance amount recommended by the local authority for self and family members will be provided to those SSWs who are not covered by the Ayushman Bharat-Pradhan Mantri Jan Arogya Yojana. The PSSO may explore opting for Group Health Insurance Policy (GHIP) for this purpose (refer annex 9).
- 10. Life insurance policy:** The PSSO shall ensure that all SSWs have a life insurance policy with a minimum coverage, as per the PEMS Rules, 2013, Chapter-II, "Obligation of employer towards employees engaged in the cleaning of sewer and septic tank," Clause 7, point (V). The premium for this policy shall be covered by the concerned PSSO.

All the policy (accidental, health, and life insurance) details will be submitted to the local

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authority by the PSSO (refer annex 9).

11. Grievance mechanism: The PSSO shall establish an effective mechanism for receiving and registering grievances from all SSWs and shall make every effort to promptly resolve these grievances.

12. Display of notices: Any notice as mandated by or associated with this agreement must be conveyed in written form, explained to all the SSWs, and shall be prominently displayed in both English and the local languages spoken by a majority of the SSWs. These notices shall detail the entitlements of all SSWs deployed under this contract. Proof of the display of such notices shall be made available to the concerned local authority.

The local authority will support the PSSO in meeting the conditions wherever necessary and possible. However, in case of violation of any of the conditions, the PSSO shall be held liable for penalties/fines as determined by the local authority or a body with higher legal powers.

7. Responsibilities of the local authority towards PSSO and SSWs

1. Performance assessment

- i. **Compliance oversight:** The local authority shall oversee to ensure that the PSSO perform all mechanical cleaning activities in full compliance with the procedures referred in notifications, guidelines, advisories, and Standard Operating Procedures (SOPs) issued from time-to-time or updated by the Government of India and the State Government/local authority regarding the cleaning and maintenance of septic tanks and sewer network/sewer maintenance holes. The necessary tools for performance of tasks by SSWs supplied by the PSSO under this contract will be arranged and provided by the local authority/PSSO as agreed during the time of signing of this contract.
- ii. **Prohibition of Hazardous Cleaning:** Hazardous cleaning is strictly prohibited. No SSW deployed by the PSSO shall be engaged in entry into any confined sanitation space under control of the local authority as well as within the premises of private owner/s in exchange for any gratitude in cash or kind.
- iii. **Working hours:** The working hours for SSWs deployed by the PSSO will be assigned by the local authority or by his designated representative but will not exceed 8 hours in a stretch of 24 hours. If the duration of work exceeds the above working hours per day due to any emergent requirement, it will be ensured that the PSSO provides an overtime allowance not below the amount payable to similarly placed employees of the local authority.
- iv. The local authority will be responsible to ensure that the SSWs engaged under this contract are not put through tasks that are potentially harmful. The decision on what constitutes a harmful task will be that of local authority and shall be consistent with situations where regularly employed SSWs are deployed. A first-aid kit will be made available to the workforce as necessary (refer annex 10).
- v. **Health check-ups:** The local authority shall ensure that all SSWs deployed by the PSSO have undergone regular health check-ups. The local authority shall maintain proper records of medical fitness certificate and health check-up as prescribed at Annex 7 and Annex 8.

2. Monitoring of performance and equipment: Where the PSSO is assigned the provisioning and operation of equipment, the local authority will organise routine and non-routine monitoring of the service delivery against the outputs recommended under the scope of work. Also, the local authority will monitor the functionality of equipment including the PPE.

3. Recordkeeping of services: The local authority shall keep a record of registered PSSOs, including their complete contact details, lists of SSWs deployed, and lists of machines and equipment and collection, and service provision for monitoring and evaluation of service provision. The local authority will provide a record of daily attendance of SSWs, and equipment engaged through this contract to the PSSO on a monthly basis.

4. Training of SSWs: From time to time, the local authority shall facilitate training

and workshops for SSWs including those engaged through this contract on the safe operation of mechanical cleaning, equipment usage, and emergency procedures, in accordance with the applicable guidelines and SOPs. It will be ensured that the language of training is understood by most of the SSWs engaged by the PSSO under this contract, especially where these SSWs are sourced from outside the linguistic region.

- 5. Extended social protection nets:** To ensure that the SSWs are resilient with access to social protection nets, the local authority shall take following necessary steps:
 - i. The local authority shall support the PSSO to ensure that all SSWs deployed by him are supported in receiving essential documents/requirements, such as Aadhar card, family ration card, photo identity card, community certificate, income certificate, disability certificate, etc. The local authority shall organise regular camps at the district/ ULB level to register all SSWs engaged under this contract and their family members for enrollment/linkages with such schemes at one place.
 - ii. The local authority shall ensure that those SSWs deployed under this contract and who have worked in the designated sanitation jobs continuously for past one year (300 working days), shall be prioritized to access social security schemes.

- 6. Financial security for SSWs:** The local authority shall ensure that the SSWs are able to access context specific entitlements from the PSSO which has engaged them under this contract.
 - i. **Compensation for absence:** The local authority shall ensure that the PSSO follows the applicable norms for similarly placed employers of the local authority and pays applicable wages for periods of absence from duty due to injury, illness, paternity/maternity, or other reasons.
 - ii. **Liability for injuries including fatality:** All SSWs who sustain injuries at the work site that may lead to partial or permanent disability or fatalities are insured under the PEMSAR Act, 2013 and any other subsequent ruling/legislation. The local authority will ensure that the PSSO arranges quick disbursement of insurance claim to the SSW or the next of kin.
 - iii. **Disability allowance:** Any compensation due shall be facilitated by the local authority to be paid to the SSWs.

8. Reporting

1. **Designation of nodal person/representative:** The PSSO shall designate an authorised local representative (ALR) as the nodal person for facilitating communication with the local authority. The PSSO shall ensure that the ALR is present at all meetings as well as routine and non-routine checks organised by the local authority.
2. **Submission of pre and post work documentation:** If assigned by the local authority (as per annex 18) to undertake a specific sanitation task independently such as periodic cleaning of sewers/maintenance holes/septic tanks or rehabilitation measures, the PSSO will be responsible for promptly submitting pre and post work completion photographs, along with their respective GPS locations, to the overseeing supervisor immediately following the completion of the assigned task. The decision on scope and depth of documentation shall be made by the local authority.
3. **Report submission:** Upon the successful fulfilment of the assigned sanitation task, the PSSO shall submit a comprehensive completion report as decided by the local authority.

9. Commencement and duration of this agreement

1. **Commencement and term:** This contract shall become effective as of the date specified at page XX of this contract, and it shall remain in force for a period of **(Enter year here)** year(s), unless otherwise terminated in accordance with the provisions set forth herein.
2. **Geographical area:** This contract shall be executed in **(Enter the description of area)** (e.g. wards no. 7, 8, 9 of Samplepur town *OR* area bound by road XY and river CD)
3. **Commencement of work:** The PSSO shall initiate its duties and responsibilities within the designated geographical area immediately upon the execution and signing of this contract.
4. **Renewal and extension:** Any renewal of this contract shall be contingent upon the mutual consent of both parties hereto and shall be subject to the conditions of satisfactory job performance, ensuring strict compliance with the relevant statutory Acts and Rules, as well as a strict adherence to the Standard Operating Procedures (SOP), guidelines, advisories, and other directives issued by the local authority from time to time. The extension of the contract in scope and time will be limited to 50 percent of the original scope and time of the original contract.
5. **Jurisdiction:** This contract shall be governed by and construed in accordance with the laws of the **(Name of the State/UT)**. Any dispute arising out of or in connection with this contract agreement shall be subject to the exclusive jurisdiction of the Courts of **(Name of the State/UT)**.

10. Security Deposit

The local authority shall retain a security deposit amounting to <Enter percentage of the total value of the Agreement>, which will be held until <Enter the number of days here> to account for the damages caused by the PSSO during the term thereof.

11. Conflict of Interest

1. The local authority requires that the PSSO provides professional, objective, and impartial advice and at all times hold the local authority's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The PSSO shall not accept or engage in any assignment that would conflict with its prior or current obligations to local authority, or that may place it in a position of not being able to carry out the assignment in the best interests of the local authority as set out in this agreement.
2. The PSSO shall not have a conflict of interest that may affect the provision of services under this contract.

12. Payment

1. The PSSO shall provide mechanised cleaning of septic tanks or sewer network/sewer maintenance holes and maintenance services on payment terms agreed by the PSSO and the local authority and approved by the State Government.
2. The PSSO shall provide correctly rendered invoice by the 7th of next month against the service/work rendered for the previous month, complete with GST details. The local authority shall reserve the right to reject invoices that do not comply with the laws and regulations. The PSSO shall also furnish all supportive documents (images, completion certificate etc.) as necessary proof.
3. All payments shall be made within 30 days of receiving the complete invoice in all respect. The local authority shall ensure processing of all invoices within <Enter no. of Days Here> days of receiving of the invoice.

13. Taxes

1. The PSSO shall be responsible for the payment of all taxes, duties, and levies of any kind as applicable under the provisions by the Government of India and the State Government.
2. The GST, or other taxes, tolls, etc. shall be reimbursed by the ULB on submission of receipt towards payment of GST, or other taxes, tolls by the PSSO as per the terms and conditions of the contract.

14. Fines and Penalty

1. The PSSO shall be subject to fines of predetermined amounts due to violations of Standard Operating Procedures (SOP) or guidelines during the execution of work. The local authority shall be responsible for imposing appropriate fines and penalties as prescribed under the law or as applicable.
2. The PSSO shall take all necessary precautions to ensure that the septic tank/sewer network/open drain and surrounding areas are not damaged in any manner and remain the same after the maintenance operations.
3. The PSSO shall ensure that there is no spillage of faecal septage/sewage during transportation and only dispose at the disposal location designated by the local authority.
4. In case of any damage to infrastructure, instances of spillage during transportation, and/or dispose the faecal septage/sewage at any location other than that designated by the local authority, the PSSO shall be subject to fines as determined by the local authority for each instance of violation.
5. In the event of non-compliance with the Prohibition of Employment as Manual Scavenger and their Rehabilitation Act, 2013, and the Prohibition of Employment as Manual Scavenger and their Rehabilitation Rules, 2013, as also failure to pay the prescribed minimum wages and allowances as mandated under this contract, and non-adherence to the Standard Operating Procedures (SOP) for cleaning sewer lines and septic tanks, as periodically circulated, the local authority may take the following actions:
 - i. Revoke the license of the PSSO.
 - ii. Enforce the penalty notified from time-to-time by the Government of India/State Government/UT administration is paid by the PSSO to the SSW or the next of kin mentioned during registration of the SSWs during deployment, as applicable
 - iii. Blacklist the PSSO found guilty for <enter year/ month here> consecutive <Enter year/ month here>.
6. Both the local authority and the PSSO shall maintain a register documenting fines and all deductions related to damage or loss. This register shall provide a detailed explanation for the imposition of fines or deductions due to damage or loss.

15. Revocation of license

The local authority shall impose a penalty on PSSO for non-compliance with the terms and conditions of this contract. In the event of non-compliance with the Prohibition of Employment as Manual Scavenger and their Rehabilitation Act, 2013, and the Prohibition of Employment as Manual Scavenger and their Rehabilitation Rules, 2013, along with failure to pay the prescribed minimum wages and allowance as mandated by the Government from time to time, and non-adherence to the SOP for mechanical cleaning of sewer network/sewer maintenance holes/septic tank, as periodically circulated, the local authority shall revoke the license of the PSSO after giving a 15 days' notice followed by personal hearing. The decision on revocation of license shall be communicated in writing by the local authority to the PSSO.

16. Termination of contract

1. The local authority reserves the right to withdraw or rescind the contract in the following instances:
 - a. If the PSSO fails to complete the work or any portion of the work within the agreed-upon timeframe or the period.
 - b. In the event it is discovered that the PSSO has sublet the work, or any part of it, without prior authorization, the local authority may, after <Enter days here> days' written notice, terminate the agreement. In such cases, the security deposit of the PSSO shall be forfeited and become the property of the local authority.
 - c. If the PSSO is responsible to supply and operate machinery/equipment under this contract with the local authority but fails to provide a minimum of 2/3rd of machinery/equipment along with personnel when required by the local authority.
 - d. If the PSSO unilaterally halts the assigned work without prior approval, the local authority's decision regarding the continuity of the work by the PSSO shall be final.
 - e. Upon receiving written notice from the local authority to rectify, reconstruct, or replace any defective work or work carried out inadequately, the PSSO shall comply with the requirements of such notice within <Enter number of days here> days from the date of service of the notice.
 - f. If the PSSO is found to be in violation of any provisions of the Act, including allowing untrained or uncertified SSWs to work without proper PPE kit.
 - g. If it is determined that SSWs involved in mechanical cleaning services provision have been made to enter confined spaces or undertake hazardous cleaning in exchange for gratification either in cash or kind.
2. In the event this contract is terminated for any of the above-mentioned instances, the local authority shall issue a 15-day clear notice in writing or in electronic mail giving an opportunity to the PSSO for submitting their viewpoint or explanation for the instances of violation. Such a submission by the PSSO may be taken into consideration by the local authority to take a decision on rescinding/termination of contract with or without giving a personal hearing.
3. In the event this contract is terminated for reasons specified in (a) to (c), the local authority shall get the balance work completed from the PSSO and the cost borne by the PSSO for the balance work shall be deducted from the contract amount. The PSSO shall be entitled to balance money, if any. In case the amount spent by local authority to execute the balance work exceeds the pending bills of the PSSO, the local authority shall be at liberty to recover the difference from the PSSO by encashing the bank guarantee/security deposit.
4. In the event of the contract's cancellation for the reasons specified in (e) to (g) above, the PSSO shall have no claim for compensation related to any losses incurred due to the procurement of materials or the engagement in external commitments for the execution of their work or performance as the PSSO.

17. Blacklisting

The local authority shall blacklist the PSSO, after giving 15 days clear notice and considering the response from the PSSO within the next 15 days, if the PSSO is found:

1. Engaging in misconduct or threatening departmental and supervisory officials during the execution of work or the tendering process.
2. Involvement in any form of tender manipulation or fixing.
3. Consistently failing to achieve project milestones based on inadequate or unfounded justifications and disregarding quality specifications despite prior warnings.
4. Continual and intentional violation of significant terms of agreement during the currency of this contract.
5. Actions that compromise the security of the State.
6. Submission of false, fabricated, or forged documents for tender evaluation.
7. Hiring of employees that are underage or biased against a gender category.

18. Force Majeure

1. An event qualifies as 'Force Majeure' only when it cannot be attributed to willful acts, neglect, default, or other failure to take reasonable precautions on the part of the affected party, its agents, employees, or PSSOs. For the purposes of this agreement, the term 'Force Majeure' shall refer to an event that is beyond the reasonable control of an affected party or their agents, such as that a party could not have foreseen or mitigated through insurance, contingency planning, or any other prudent business means. It encompasses, but is not limited to, events such as fire, flood, earthquake, explosion, or other casualties or accidents, acts of God, war, or other forms of violence.
2. It also includes any actions by government agencies that permanently or temporarily restrict or prohibit the operations of the parties.
3. In such circumstances, non-performance, obstruction, or delay in fulfilling the obligations under this Agreement will be excused for the duration of the 'Force Majeure' event.

19. Dispute Resolution

1. If any dispute arises between field official/duty supervisor designated by the local authority and PSSO, concerning the provisions of this contract or execution of work, reasonable efforts to resolve the dispute amicably through negotiation, failing which they shall be referred to CEO of the local authority. On receipt of reference from field official or PSSO, the CEO of the local authority shall take decision within 30 days, which shall be communicated to both the parties in writing. The mode, manner, and procedure for appointment of arbitrator will be as per the State's existing general procedures.
2. In case any of the parties not satisfied with the decision of the local authority or the CEO, the dispute can be referred for arbitration as per the Arbitration and Conciliation Act, 1996.
3. Should a resolution not be achieved, the matter shall be referred to the Hon'ble High Court in which the local authority is situated.

20. Grievance Redressal System

The PSSO shall establish a mechanism for receiving and registering grievances from SSWs and promptly resolve them. The PSSO shall submit a grievance redressal report, including the number of registered grievances and the number of grievances that have been resolved with detailed information, to the local authority at the end of each specified review timeline. The local authority shall thoroughly review all grievances and take appropriate action to address any unresolved issues if they fall within its purview.

Strict timelines as under will be followed by the PSSO for first stage response towards redressal of grievances

- a. Grievance related to payment of wages – 7 days
- b. Grievance related to working conditions – 3 days
- c. Grievance related to sexual or physical harassment – 24 hours
- d. _____ (*specify other grievances with timeline for resolution*)

Penalty for not responding to above agreed timelines for first response towards grievances shall be **INR 500 per day**. This penalty amount will be deducted from the payables to the PSSO by the local authority.

Prohibition of retaliation: No SSW engaged through this contract shall face termination, harassment or adverse action for raising grievance/s.

21. Schedule 1 – Cost of services

1. The PSSO shall be responsible for providing cleaning of septic tank and sewer maintenance holes at rates fixed by the local authority.
 - i. In case of mechanical desludging service provision, the rates for service provision shall be fixed by the local authority as per the undermentioned recommended mechanism.
 - a) The charges will be collected from the citizen requesting for service by _____ (local authority/PSSO).
 - b) The agency responsible for arranging of fuel will be _____ (local authority/PSSO).
 - c) Considering an expected 2500 litres of faecal septage to be managed per instance, the minimum charge of ₹ _____ per trip of 20 km + ₹ _____ per additional km travelled where, travel distance of 20 km is from vehicle parking to septic tank to designated disposal location and back to vehicle parking.
 - d) For every additional litre of faecal septage to be evacuated from the same premises, an additional ₹ _____ per litre may be chargeable.
 - e) The PSSO will maintain a daily logbook for each desludging vehicle providing information on the number of trips made, the distance travelled for servicing each trip (in km.) and the fuel consumed during that day (in litres). This will be counter-signed by the ALR and the designated representative of the local authority on weekly basis or as demanded by the designated representative. The format for the logbook(s) shall be as provided by the local authority.
 - f) On the last day of each month, the logbook(s) with summary of payables and the fuel consumed will be submitted to the local authority for assessing the gross payment to the PSSO for the work done during the preceding month.
 - g) In case the fuel has been provided by the local authority, the amount will be deducted along with the applicable taxes.
 - h) Further, the local authority will charge _____% as facilitation charges to arrive at the net payment to the PSSO.
 - i) All other operator wages (where applicable), maintenance, repairs, tolls, fines/penalties will be paid by the PSSO.
 - ii. In other situation such as listed below, the local authority may fix justifiable charges based on the above criteria.

Type of property/cleaning rounds	Expected volume for faecal sludge/septage in litres	Transportation charges per trip (per km travelled and minimum charges)	Amount in ₹
Desludging in residential property			<Enter Amount Here in ₹>
Desludging in			<Enter Amount

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

apartment/housing societies			Here in ₹>
Desludging in Govt. institutions (including CTs/PTs)			<Enter Amount Here in ₹>
Desludging in business establishment (market & shopping complexes)			<Enter Amount Here in ₹>
Desludging in industrial property (factories and workshops)			<Enter Amount Here in ₹>
Desludging in hard-to-reach areas			<Enter Amount Here in ₹>
Charges for first round of desludging			<Enter Amount Here in ₹>
Charges for subsequent rounds of desludging			<Enter Amount Here in ₹>

iii. For purpose of mechanical cleaning of sewer network, the rates for service provision shall be fixed as per the following mechanism:

- a) The agency responsible for arranging of fuel will be _____ (local authority/PSSO).
- b) Charges for servicing of sewer network using hydrovac equipment:

Length of sewer pipe (in metres) of diameter less than 300 mm to be mechanically cleaned under the contract	<Enter Amount Here in ₹ _____ per m of sewer pipe length cleaned>
Length of sewer pipe (in metres) of diameter = 301 mm to 600 mm to be mechanically cleaned under the contract	<Enter Amount Here in ₹ _____ per m of sewer pipe length cleaned>
Length of sewer pipe (in metres) of diameter = 601 mm to 900 mm to be mechanically cleaned under the contract	<Enter Amount Here in ₹ _____ per m of sewer pipe length cleaned>
Length of sewer pipe (in metres) of diameter = 900 mm or more to be mechanically cleaned under the contract	<Enter Amount Here in ₹ _____ per m of sewer pipe length cleaned>
Gross amount	INR _____

- c) The PSSO will maintain a daily logbook for each hydrovac equipment providing information on the length (in m) and diameter (in mm) of sewer pipe mechanically cleaned per day and the fuel consumed during that day (in litres). This will be counter-signed by the ALR and the designated representative of the local authority on a daily basis. The format for the logbook(s) shall be as provided by the local authority.
- d) On the last day of each month, the logbook(s) with summary of payables and the fuel consumed will be submitted to the local authority for assessing the gross payment to the PSSO for the work done during the preceding month.

- e) In case the fuel has been provided by the local authority, the amount will be deducted along with the applicable taxes.
- f) All other operator wages (where applicable), maintenance, repairs, tolls, fines/penalties will be paid by the PSSO.
- iv. For purpose of mechanical cleaning of sewer maintenance holes, the rates for service provision shall be fixed as per the following mechanism:
- a) Charges for servicing of sewer maintenance holes using grabbing-cum-desilting machinery will be fixed as per:

Number of sewer maintenance holes of bottom diameter less than 900 mm to be mechanically cleaned under the contract	<Enter Amount Here in ₹ _____ per sewer maintenance hole cleaned>
Number of sewer maintenance holes of bottom diameter between 901 mm to 1499 mm to be mechanically cleaned under the contract	<Enter Amount Here in ₹ _____ per sewer maintenance hole cleaned>
Number of sewer maintenance holes of bottom diameter 1500 mm or more to be mechanically cleaned under the contract	<Enter Amount Here in ₹ _____ per sewer maintenance hole cleaned>
Gross amount	INR _____

- b) The PSSO will maintain a daily logbook for each grabbing-cum-desilting machinery providing information on the number of maintenance holes of each diameter class mechanically cleaned per day. This will be countersigned by the ALR and the designated representative of the local authority on a daily basis.
- c) On the last day of each month, the logbook(s) with summary of payables and the fuel consumed will be submitted to the local authority for assessing the gross payment to the PSSO for the work done during the preceding month.
- d) The amount payable to the PSSO will be with the applicable taxes.
- e) All other operator wages (where applicable), maintenance, repairs, tolls, fines/penalties will be paid by the PSSO.
2. The rate of septage evacuation and transportation service/sewer network cleaning/cleaning of sewer maintenance holes shall be reviewed and recommended by a committee comprising of 2 ULB officials and 1 representative of the PSSO at least once a year in the month of February.
3. In the case of ULBs with less than 100,000 population, the committee may have officials from Urban Development Department/Office of the District Magistrate. The committee shall submit the recommendations to the CEO of the ULB for technical decisions and the PSSO shall abide by the rates notified for service provision.
4. Under no circumstances shall the PSSO exceed the rates for service provision specified in the contract or decided by the local authority. Any violation may lead to the disqualification, revocation of the license and cancellation of the contract. The decision of the local authority in this matter shall be final.

Annex 1: Formal engagement letter of SSWs by PSSO within the purview of this contract

ENGAGEMENT LETTER (TO BE PRINTED ON LETTERHEAD OF THE PSSO)

Name of SSW:

Address:

Aadhar Number:



It is informed that:

1. Sri/Ms./Mr.: _____ has been employed as Sewer and Septic Tank Worker (SSW) in the role of septic tank beldar/sewerman under the terms and conditions of contract no. _____.
2. This employment is valid from _____ (date) to _____ (date).
3. His/her monthly wages are fixed as under INR _____ (amount in figures and words) and will be payable on last working day of each month.
4. Additional risk and hardship allowance over and above the monthly wages, if and where applicable, shall also be paid along with the wages as per the terms and conditions of this contract.
5. He/she will be provided with personal protective equipment (PPE) and/or equipment and machines for mechanical cleaning services as agreed upon under this contract in accordance with PEMSR Act-2023, Rule 4.
6. You will be provided with all the benefits attached to the employment scheme like (ESI, PF).
7. **Note:** Under no circumstance shall any SSW undertake hazardous cleaning i.e. to enter any confined sanitation space such as a septic tank/sewer or be directed to do so by any representative of the PSSO or the local authority.

Shri/Ms. _____ has been explained all the conditions of engagement in the language he/she understands.

We hereby accept.

Name and Signature of SSW:	Name and signature of PSSO/ALR:
Aadhar number of SSW:	
Contact address of SSW:	Registration number of PSSO:
Date and place:	Date and place:

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

Annex 2: Tabulated details of SSW deployed within the purview of contract no. -

A) Personal information:

Name of the SSW	Age	Gender	Proof of identity	Contact number	Residential address	Name of emergency contact (family member/guardian)	Contact number of emergency contact

The above information shall be used to provide an ID card and number to each SSW.

B) Bank account details for DBT:

Name of the SSW	Age	Gender	Proof of identity	Contact number	Savings bank account no.	Name of bank	Branch address	IFSC code

C) Bank account details of next of kin for DBT (for payment in case of work related fatalities):

Name of the SSW	Name of next of kin	Relation (Father/Mother/Spouse/Son/Daughter)	Aadhar Card no.	Savings bank account no.	Name of bank	Branch address	IFSC code

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

Annex 3: List of distinct machines/equipment to be deployed within the purview of this contract






The following table gives details of machines and equipment as per the SafaiMitra Suraksha Protocol document (core and special equipment). The items listed below consider the minimum type of mechanical equipment for sewerage and septic tank management. The signatories of this contract can procure/lease machines and equipment that are essential for mutually agreed service provision activities. And these additional items may be listed and specified in the format below.

Sr. No.	List of machine and equipment	Owned by PSSO		Leased by PSSO		Remarks
		Quantity (no.)	Ownership certificate status (furnished/not furnished)	Quantity (no.)	Lease deed along with ownership certificate (furnished/not furnished)	
1	Gully emptier/Septage Desludging vehicle/Suction vehicle					
2	Sewer hydrovac set					
3	Grabber/Desilting Machine					
4	Power Bucket Machine					
5	Power Rodding Apparatus					
6	Hydro Jetting Machine					
7	Hydraulic Sewer Root Cutter					
8	Sewer Inspection Camera Apparatus					
9	Others (specify)					

Annex 4: Checklist of statutory requirements for evaluating roadworthiness of machines/equipment

Checklist for details of machine/equipment (standard septic tank vehicle/sewer hydrovac set/grabber/desilting machine)						
No.	Form / Document	Submitted for Vehicle(s)				
		1	2	3	4	5
1.	Registration certificate					
2.	Fitness certificate					
3.	Road tax					
4.	Insurance certificate					
5.	Vehicle permit					
6.	Photographs of the vehicle(s) – front and rear side showing number plate					
7.	Size or capacity of equipment (volume in litres)					
8.	Government photo ID and address proof – drivers and workers					
9.	Personal accident insurance policy – drivers and workers					
10.	Driving license(s)					

Annex 5: PPE for SSWs employed by PSSO

Sr. No.	Item name	Representative diagram	Quantity to be provided	Frequency for restocking
1	Safety Body Clothing		1 unit per SSW	To be replaced after 25 washes (Source: EN ISO 20471)
2	Reflecting Jacket		1 unit per SSW	Replacement to be made after every 6 months, if worn on a daily basis. (Source: ANSI/ ISEA 107-2020)
3	Safety Helmet		1 unit per SSW	Safety helmets are to be replaced which has resisted an impact. Safety helmets can be replaced every six months. (Source: EN 397)
4	Safety Gumboots (pair)		1 pair per SSW	Safety gumboots are to be replaced within 2 years from the date of manufacturing. (Source: ASTM 2413-05)
5	Normal Face Mask + Hand gloves (pair)		1 unit of mask and 1 pair of hand gloves per SSW	Normal face mask must be replaced once in 15 days (Source: IS 9473: 2002) Hand gloves (pair) must be replaced after 3 months of use (Source: EN ISO 374: 2016)

Annex 6: Form of undertaking to be submitted by PSSO

I give this undertaking to the effect that

- a. I am fully aware of the various hazards involved in cleaning and maintenance of maintenance holes, sewer networks and septic tanks and consequences of such hazards on the workers carrying out such operations.
- b. I have gone through the notifications, guidelines, advisories, SOPs etc. issued by the Ministry of Housing and Urban Affairs and the State Government in matters connected with safe cleaning/ maintenance of sewers and septic tanks and understood the contents thereof.
- c. I have gone through The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013 and Rules made thereunder and understood the mandate of the Act/ Rules which ban manual scavenging, provide for use of mechanical appliances for cleaning of septic tanks and sewer maintenance holes, make use of PPE, and observance of prescribed safety precautions compulsory when, in extreme cases, manual entry becomes unavoidable and I will abide by the provisions of the said Act and Rules.
- d. The assigned job shall be carried out in the manner prescribed as per the guidelines/SOP issued at the National/State/Local Authority level with adequate safety protocols and equipment to ensure safety of SSWs employed by me.
- e. I understand that engaging any SSW under this contract for “Hazardous Cleaning” of sewer/ septic tank is not permitted under any circumstances. I will be personally liable if any SSW employed by me is made to engage in hazardous cleaning with the approval/willful knowledge of me/ALR.
- f. In case of any SSW employed by me undertakes hazardous cleaning within premises of private owners of septic tanks/sewer maintenance holes without the approval/willful knowledge of me/ALR, then the private owner/local authority shall be liable and subject to disciplinary action by the appropriate authority.

Place:

Date:

Signature of the PSSO/Assigned Local Representative (ALR):

Annex 7: Medical fitness of SSWs

1. If SSWs are physically fit and capable of undergoing and passing the required training and certification process, they will be selected as sewermen/septic tank beldar. **The following health conditions, if found in a SSW at any time during employment by the PSSO, he/she will be deemed as medically unfit by the local authority/designated representative of the local authority.**
2. SSWs with any of the health conditions shall be ineligible to be licensed to perform as a septic tank beldar and sewerman.
 - i. A history of fits, blackouts or fainting attacks;
 - ii. Chronic skin disease;
 - iii. Meiners disease or disease involving giddiness or loss of balance

Annex 8: Format for health checkup of SSWs

The following is the format of health-checkup provided as reference that should be considered by the PSSO and local authority for the SSWs. The medical evaluation will be undertaken by a notified medical professional as notified by the local authority.

Identification card holder name/Name of SSW: _____

Identification card number: _____

Professional details	
Type of duty	_____ - Operation and Maintenance of Sewer system _____ - Desludging of septic tank using suction machine/septic tank cleaning vehicle _____ - Other (Please specify _____)
Name of Employer	_____ - ULB office (Please specify _____) _____ - Water/Sanitation department or agency or board _____ - Private Sanitation Service Organization (PSSO) _____ - Individual/SHG/NGO
Nature of employment	_____ - Permanent _____ - Contractual _____ - Daily Wage _____ - Self-employed
Details of coverage under employment guarantee scheme or employee benefit scheme	

Medical history	
Chronic illness	<p>_____ - Diabetes _____ - Blood pressure</p> <p>_____ - Tuberculosis _____ - Skin disease</p> <p>_____ - Rhematism _____ - Gastro</p> <p>_____ - Other (Please specify _____)</p>
Disability	<p>_____ - Yes (Please specify _____)</p> <p>_____ - No</p>
Past instance of asthma/allergy corresponding to vision, breath, and skin	
Neurological deficit (if any)	
Immunization with Covid/TT and Hepatitis vaccine; date of administration	
Surgical procedure till date (non-invasive and invasive)	
History of hospitalization (especially in the past six months)	
Addiction of any substance	

Treatment history	
-------------------	--

Diagnosis	
Vision	
Hearing score	
HB level	
Chest examination	
Blood sugar levels	
Routine urine test	
Clinical notes	
Primary complaints	
Symptoms	
Investigation	
Treatment/Advice	

Name of hospital/clinic:

Name of doctor:

Date of consultation:

Signature of doctor:

Name of duty supervisor:

Name of ULB:

Annex 9: Policy details of SSWs deployed with local authority

The PSSO must ensure that the SSWs deployed with local authority under this contract are covered by accident, health, and life insurances. Policy details for each SSW deployed with the local authority are submitted in the following format.

1. Accident insurance

The PSSO shall provide an accident insurance policy with a minimum coverage amounting to 12 times the monthly wages of the SSW deployed under this contract as per the Workmen Compensation Act of 1923.

Name of SSW	Aadhar Number	Name of insurance providing agency	Policy number

2. Health insurance

The PSSO shall provide health insurance policy of minimum ₹ 5 lac coverage to each SSW deployed under this contract and their family members, only if they are not covered by the Ayushman Bharat-Pradhan Mantri Jan Arogya Yojana. The PSSO may explore opting for Group Health Insurance Policy (GHIP) for this purpose.

Name of SSW	Aadhar Number	Name of insurance providing agency	Policy number

3. Life insurance

The PSSO shall provide life insurance policy with a minimum coverage of ₹ 10 lac to each SSW deployed under this contract.

Name of SSW	Aadhar Number	Name of insurance providing agency	Policy number

Declaration by the PSSO on submittal of policy details to the local authority:

1. The SSWs deployed under this contract with the local authority have been provided with the above-mentioned insurance as per the details submitted for reference.
2. I will adhere to the premium payment stipulations for each insurance policy as mandated by the insurance providing agency.
3. Neither the local authority nor the SSW or their family members shall be held liable in case of missed/default payments against insurance policy.

Place:

Date:

Signature of the PSSO:

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

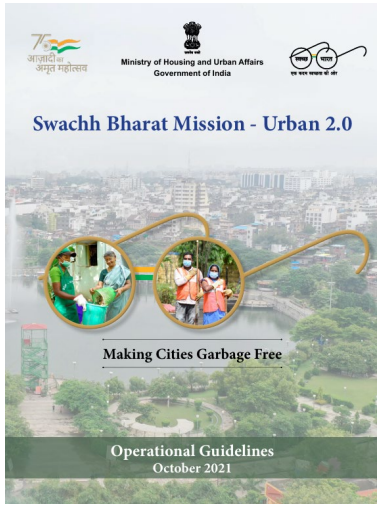
Annex 10: First aid kit for SSWs

The items mentioned for First Aid kit is to be that it is available for easy access and immediate utilisation when required by the SSWs.

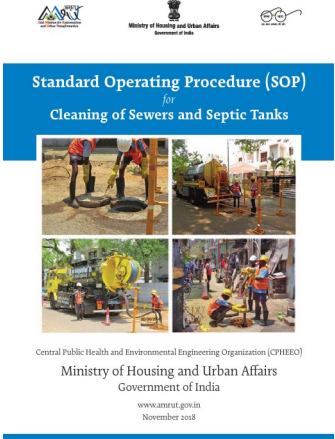
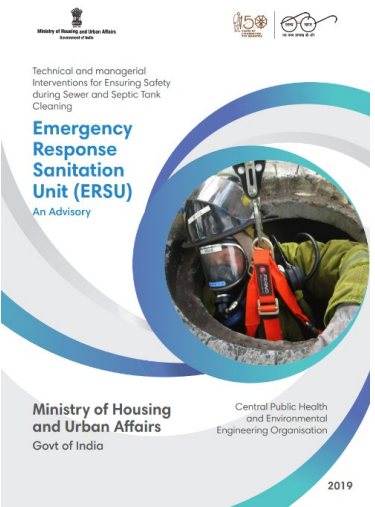
Sr. No.	Checklist	Minimum quantity	Availability during service provision	Availability during inspection
1	Small sterilized dressings	6		
2	Medium size sterilized dressings	3		
3	Large size sterilized dressings	3		
4	Large-sterilized burn dressings	3		
5	Two percent alcoholic solution iodine in a 30 ml bottle (<i>antiseptic use to disinfect wounds</i>)	1		
6	Salvolatile in a 30 ml bottle with clear description of dose and mode of administration on the label (<i>stimulant to restore consciousness in case of fainting</i>)	1		
7	Snakebite lancet (<i>small knife to cut open venomous bite wounds</i>)	1		
8	30 g by weight Potassium permanganate crystals in a bottle	1		
9	Pair scissors	1		
10	100 tablets (5 g by weight each) of aspirin (<i>only to be used for pain relief and reducing inflammation</i>)	1		
11	Tube of ointment to treat burn wounds	2		
12	100 ml of antiseptic solution in a single bottle with clear description of application on the label	1		
13	100 nos. of adhesive bandages in a box	100		
14	Cotton roll (<i>cleaning of wounds and with gauze dressing of wounds</i>)	1		
15	10 mL of carboxymethylcellulose solution in a bottle with clear description of dose and mode of administration on the label (<i>lubricant to be used for treating symptoms of dry eyes</i>)	1		

Annex 11: List of acts, guidelines, advisories and SOPs

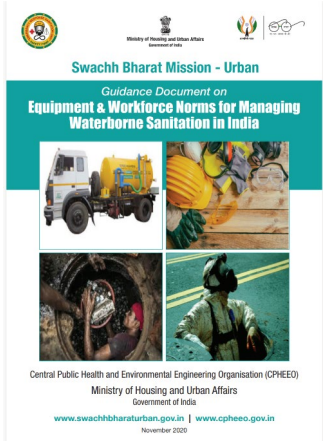
1. The following is the list of acts, guidelines, advisories and SOPs issued by the Government of India pertaining to mechanised cleaning of septic tank/sewer network/sewer maintenance holes.
2. The PSSO and the local authority are responsible for adhering to these documents while deploying SSWs (sanitary beldars/sewermen) for mechanised cleaning services.
3. This local authority shall provide such additional documents to the PSSO as applicable within their jurisdiction.
4. The State Government and local authority shall also update this list from time to time as necessary.

Sr. No.	Name of document	
1	<p>Prohibition of Employment as Manual Scavengers and Rehabilitation (PEMSR) Act, 2013</p> <p><i>(Click to access - PEMSR Act, 2013)</i></p>	<p style="text-align: right;">AS PASSED BY LOK SABHA ON 6 SEPTEMBER, 2013</p> <p style="text-align: center;">Bill No. 96 C of 2012</p> <p style="text-align: center;">THE PROHIBITION OF EMPLOYMENT AS MANUAL SCAVENGERS AND THEIR REHABILITATION BILL, 2013</p> <p style="text-align: center;">ARRANGEMENT OF CLAUSES</p> <p style="text-align: center;">CHAPTER I PREAMBULARY</p> <p>CLAUSES</p> <ol style="list-style-type: none"> 1. Short title, extent and commencement. 2. Definitions. 3. Act to have overriding effect. <p style="text-align: center;">CHAPTER II IDENTIFICATION OF INSANITARY LATRINES</p> <ol style="list-style-type: none"> 4. Local authorities to survey insanitary latrines and provide sanitary community latrines. <p style="text-align: center;">CHAPTER III PROHIBITION OF INSANITARY LATRINES AND EMPLOYMENT AND ENGAGEMENT AS MANUAL SCAVENGERS</p> <ol style="list-style-type: none"> 5. Prohibition of insanitary latrines and employment and engagement of manual scavenger. 6. Contract, agreement, etc., to be void. 7. Prohibition of persons from engagement or employment for hazardous cleaning of sewers and septic tanks. 8. Penalty for contravention of section 5 or section 6. 9. Penalty for contravention of section 7. 10. Limitation of prosecution. <p style="text-align: center;">CHAPTER IV IDENTIFICATION OF MANUAL SCAVENGERS IN URBAN AND RURAL AREAS AND THEIR REHABILITATION</p> <ol style="list-style-type: none"> 11. Survey of manual scavengers in urban areas by Municipalities. 12. Application by an urban manual scavenger for identification. 13. Rehabilitation of persons identified as manual scavenger by a Municipality. 14. Survey of manual scavengers in rural areas by Panchayats. 15. Application by a rural manual scavenger for identification. 16. Rehabilitation of persons identified as manual scavengers by a Panchayat. <p style="text-align: center;">CHAPTER V IMPLEMENTATIVE PROVISIONS</p> <ol style="list-style-type: none"> 17. Responsibility of local authorities to ensure elimination of insanitary latrines. 18. Authorities who may be specified for implementing the provisions of this Act.
2	<p>Guidelines for Swachh Bharat Mission – Urban, 2.0</p> <p><i>(Click to access - Operative Guidelines SBM-U 2.0)</i></p>	

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

<p>3</p>	<p>SafaiMitra Surakshit Shehar Protocol</p> <p>(Click to access - SafaiMitra Surakshit Shehar Protocol)</p>	<p style="text-align: center;">SafaiMitra Surakshit Shehar Protocol</p> <p>Definition</p> <p>A ULB can be declared as SafaiMitra Surakshit if it attains at least "adequate" in each of the following domains:</p> <ul style="list-style-type: none"> • Institutional domain • Manpower domain • Equipment domain <p>A) Institutional Domain</p> <ol style="list-style-type: none"> 1. a Responsible Sanitation Authority is constituted; 2. an Emergency Sanitation Response Unit (ERSU) is established as a standalone unit of the ULB or the district cluster to which the ULB belongs and is functional; 3. a helpline (1420 or equivalent) is set up for residents to call on to report an emergency, request demand for service, or report illegal entry into sewers and septic tanks and is functional and there is adequate awareness generation about the same; 4. all septic tanks being constructed heretofore need to be in conformity of design as per IS-2470 and building plan approvals with the ULB. <p>B) Manpower Domain</p> <ol style="list-style-type: none"> 1. at least 80% of required manpower including sewer men and sanitary beldars are assessed through the CPHEEO calculator as in active employment including through outsourcing from registered Private Sanitation Service Operators; 2. at least 7% of the above combined number of sewer men and sanitary beldars have been enumerated as Sewer Entry Professionals with the ERSU and/or listed with the ERSU including sourced from registered PSSOs. <p>Note: This above manpower (sewer men and sanitary beldars) will be considered adequate if they are equipped with personal protective equipment.</p> <ol style="list-style-type: none"> 3. ULB holds adequately skilled manpower (sewer men and sanitary beldars) including trained Sewer Entry Professionals or aims to achieve 100% of listing of engaged manpower within 12 weeks of submission of self-declaration protocol. <p>C) Equipment Domain</p> <ol style="list-style-type: none"> 1. Core equipment - The ULB holds at least 90% of the undermentioned Core Equipment as assessed through CPHEEO calculator including equipment sourced from registered PSSOs or self-entrepreneurs: <ol style="list-style-type: none"> a. Standard Septic Tank Vehicles, b. Hydraulic Sets, c. Grabber/skidding machines, 2. Special equipment - The ULB holds at least one set of the below Special Equipment as assessed through CPHEEO calculator including equipment sourced from registered PSSOs or self-entrepreneurs: <ol style="list-style-type: none"> a. Sewer Inspection Camera Apparatus, b. Hydro Jetting Machine, c. Power Bucket Machine, d. Power Hoisting Apparatus, e. Hydraulic Sewer Road cutter, 3. Safety Gear: The ULB holds at least one set (suitable for a team of two) of the undermentioned safety gear as assessed through CPHEEO Calculator, including safety gear arranged by PSSOs for manpower sourced from them: <ol style="list-style-type: none"> a. Safety Tripod Set,
<p>4</p>	<p>Standard Operating Procedure (SOP) for Cleaning of Sewers and Septic Tanks (November 2018)</p> <p>(Click to access - SOP for Cleaning of Sewers and Septic Tanks)</p>	 <p style="text-align: center;">Standard Operating Procedure (SOP) for Cleaning of Sewers and Septic Tanks</p> <p style="text-align: center;">Central Public Health and Environmental Engineering Organization (CPHEEO) Ministry of Housing and Urban Affairs Government of India www.amrut.gov.in November 2018</p>
<p>5</p>	<p>Emergency Response Sanitation Unit – An Advisory</p> <p>Technical and Managerial Interventions for Ensuring Safety during Sewer and Septic Tank Cleaning</p> <p>(Click to access - ERSU - An Advisory)</p>	 <p style="text-align: center;">Technical and managerial Interventions for Ensuring Safety during Sewer and Septic Tank Cleaning</p> <p style="text-align: center;">Emergency Response Sanitation Unit (ERSU) An Advisory</p> <p style="text-align: center;">Ministry of Housing and Urban Affairs Govt of India</p> <p style="text-align: center;">Central Public Health and Environmental Engineering Organisation 2019</p>

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

6	<p>Guidance Document on Equipment & Workforce Norms for Managing Waterborne Sanitation in India (November 2020)</p> <p><i>(Click to access - <u>Equipment & Workforce Norms for Managing Waterborne Sanitation in India</u>)</i></p>	
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Annex 12: Command certificate for mechanised cleaning services

[Name of the Duty Supervisor]

1. Details of complain

No.	Complain received date	Nature of complain (Please refer to the specified code list as mentioned below)	Ward no.	Address (Area)

2. Nature of complain

Code	Nature of complain
A	Overflowing maintenance hole/septic tank cover
B	Chocked sewer line/outlet of septic tank
C	Regular/ periodic cleaning of sewer line/septic tank
D	Regular maintenance of sewer lines/septic tank
E	Fixing/ repairing of cover lid or any other aspect in maintenance hole/septic tank cover
Any others (please specify)	

This is to certify that _____ (Name of the authorized person) _____ (Name of the Private Sanitation Service Organization (PSSO)) is hereby authorized to cleaning/ maintenance of sewer network [WITHOUT HUMAN ENTRY] at the above stated locations on the mentioned date(s).

The certificate ascertains that a site inspection has been done by the duty supervisor (the undersigned) and that it has been found that all necessary equipment, including PPE needed for conducting the maintenance services mechanically (without human entry) are available at the site.

The issue of this certificate makes the organization/ individual liable for compliance to the following conditions:

- Human entry will be strictly prohibited during the cleaning/maintenance activity as specified under section 7 of the Prohibition of Manual Scavenging and Their Rehabilitation Act, 2013 (PEMSR, Act).
- The entire cleaning activity will be conducted mechanically to the maximum possible extent.
- All required PPEs as prescribed under Rule 4 of the PEMSAR Rules, 2013 are available at the site and will be used throughout the process.
- The mechanical equipment will only be used by trained/certified SSWs.
- In case of any violations, the PSSO/the person accountable for the cleaning activity (as named in the certificate) will be held responsible and prosecuted for contravention of the PEMSAR Act under Section 9 (Imprisonment for the term which may extend to 2 years or with fine up to Rs.2 Lakh or with both).

Date:

(Name and signature of Duty Supervisor)

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

Annex 13: Approximate estimation for yearly cost of engaging a sewer hydrovac set or jetting cum suction machine

Consider the procurement cost of sewer hydrovac set or jetting cum suction machine	₹ 1,00,00,000/-
Assuming yearly internal rate of return for engaging the equipment as	14%
Therefore, yearly project return is	= 14% x ₹ 1,00,00,000/- = ₹ 14,00,000/- (1)
Assuming yearly equity internal rate of return for the equity component of the project as	18%
Therefore, yearly return on engaging the equity component	= 18% x ₹ 1,00,00,000/- = ₹ 18,00,000/- (2)

The monthly operations cost of operating an equipment in which the vehicle typically clears approximately **2 km of sewer network length per day** is estimated as follow:

Cost head	Cost (₹ per month)
Cost of human resources:	
ii) Driver	₹ 35,000/-
iii) Cleaner	₹ 30,000/-
Cost of consumables	
i) Fuel	₹ 35,000/-
Insurance of vehicle	₹ 2,000/-
Operation & maintenance	
i) Service (routine)	₹ 10,000/-
ii) Maintenance (breakdown)	₹ 10,000/-
iii) Miscellaneous/repairs	₹ 26,000/-
iv) Tools and purchases	₹ 2,000/-
TOTAL MONTHLY OPERATING COST	₹ 150,000/-

Therefore, the yearly cost of operating an equipment = **₹ 18,00,000/-** (3)

Hence, the approximate annual cost of engaging a sewer hydrovac set or jetting cum suction machine

$$\begin{aligned}
 &= \quad (1) \quad + \quad (2) \quad + \quad (3) \\
 &= \quad ₹ 14,00,000/- \quad + \quad ₹ 18,00,000/- \quad + \quad ₹ 18,00,000/- \\
 &= \quad \mathbf{₹ 50,00,000/- \text{ per year}}
 \end{aligned}$$

Annex 14: Draft terms of agreement for engagement between the local authority and a micro-entrepreneur (to be issued on the letterhead of the local authority)

Date: XX/XX/XXXX

To,

(Name of the Agency - SHG/Sani-entrepreneur

Address of the Agency

Aadhar number of the lead member

Contact number)

Subject:- Sewer maintenance/Septic tank desludging work in (Name of Ward/Zone/Cluster/Block/GP) – provisioning of equipment and/or supply of human resources

Context:- (Reference to notification/advertisement by the local authority inviting Agency - SHGs/Sani-entrepreneurs to bid for sewer maintenance work/septic tank desludging work)

*Overview of the notification issued by the local authority inviting Agencies – SHGs/Sani-entrepreneurs. **Provide description of work to be done in terms of details of ward/zone/cluster/block/GP to be covered by the Agency.***

With reference to your application dated _____, you have been selected to provide the following services:

- a) _____ (eg. 1 desludging vehicle of capacity 5000 litres with operator)
- b) _____ (eg. 2 semi-skilled¹ sewermen/sanitary beldar)
- c) _____ (eg. 3 vehicle operators for hydrovac set)

from (date) to (date).

¹ Semi-skilled implies a SSW who has undergone requisite training imparted by the National Skills Development Council (NSDC) or the State counterpart in past 5 (five) years, and is registered as SSW under NAMASTE.

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

TERMS OF AGREEMENT

A) General terms:

1. This terms of agreement (ToA) document between (Name of the local authority), hereafter called Authority, and (name of the Agency), hereafter called Agency, is valid for a period of (number of years in number and words) from the date of signing this agreement.
2. Any modification/renewal to ToA shall be reflected in a new ToA document that will be prepared at the discretion of the Authority.
3. The Agency shall be responsible for providing the required service for sewer maintenance/septic tank desludging as per the time requirement stipulated by the Authority from time to time.
4. The duration of engagement will be limited to an 8-hour period in a 24-hour cycle. A weekly off will be provided after 6 days of deployment.
5. The Agency shall maintain a logbook to record the sewer maintenance work/septic tank desludging services provided each day. The format of logbook will be provided by the Authority.
6. The Agency shall report and get the logbook counter-signed by an authorized officer of the Authority at the end of each day.
7. The deployment of the equipment and/or human resource provided by the Agency shall be conveyed by an authorized officer of the Authority on as need basis.
8. For coordination, the Agency shall ensure their availability (or of a designated representative) in person or on telephone/mobile number to the authorized officer of the Authority at all times of day and night.
9. On the last day of each month, the logbook(s) with summary of payables shall be submitted to the Authority for assessing the gross payment to the Agency for the work done during the preceding month.
10. All other operator wages (where applicable), maintenance, repairs, tolls, fines/penalties, and applicable taxes shall be paid by the Agency.
11. Whether or not the Agency (if deployed on desludging service) is required to collect user fee/service charge from citizen, the amount to be collected and the mechanism thereof will be notified by the Authority from time to time.

B) Payment terms:

- *Lumpsum payment mode*

12. It is hereby agreed that the Authority shall pay the Agency (amount in INR per month) for the provisioning of the above services in full.
13. Any shortfall in service provision shall attract following liabilities:

- a. Pro-rata reduction of payables
- b. Penalty deductions – this will be in addition to pro-rata reduction

(for purposes of example)

For up to 10% shortfall in service	No deduction
10% - 30% shortfall in service	10%
30% - 50% shortfall in service	50%
Over 50% shortfall in service	No payment will be made

If the Agency is found to be unable to meet its obligations, this agreement is liable for termination at the discretion of the Authority.

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

(For purposes of example,

- a) more than 10% shortfall per month for 6 instances;
- b) more than 30% shortfall per month for 3 instances;
- c) more than 50% shortfall per month for 2 instances.)

- *Sharing mode (if applicable)*

12. It is hereby agreed that the Authority will pay a minimum of (amount in INR and words) to the Agency for provisioning of the services.
13. In addition to above, the Authority shall pay the Agency (percentage) of the amount collected against the services provided by the Agency in the preceding month as determined from the logbook(s), after deducting any expenditure on fuel provided by the Authority.
14. Penalties in case of delinquent services– if the Agency does not meet its contractual obligations or the service level benchmarks defined by the Authority (*annexed*), it will be liable to be penalised as defined by the Authority (*annexed*).

C) Regulatory terms:

15. The Agency shall comply with the Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013 or any subsequent amendments. Under this Act, the Agency cannot undertake manual cleaning of a confined sanitation space (sewer maintenance hole/septic tank).
16. The Agency shall dispose the collected sewage/waste/blockage/grit from sewer maintenance holes or septage/faecal sludge from septic tank and dispose at (name/address of designated location such as STP/sewage pumping station/sewer maintenance holes).
17. The Agency must ensure compliance with the requirements of the local RTO norms and bear the cost of vehicle insurance.
18. This ToA shall be suspended/terminated in case of violation of any of the terms of this agreement.
19. The Authority will reserve the right to take appropriate financial or legal action against the Agency.
20. In case of any dispute resolution relating to this ToA, (name of the corresponding court of law as applicable by the Authority) will be the judicial jurisdiction.

D) Human resource management:

21. The Agency shall ensure that all the sewer and septic tank workers including operators of equipment (SSWs) deployed for service provision under this ToA shall not be below the age of 18 (eighteen) years.
22. The Agency must ensure that the SSWs (including operators) are fit to undertake maintenance of sewer manholes/maintenance holes and desludging of septic tanks.
23. The Agency must ensure that the SSWs (including operators) are trained and certified to provide services under this ToA.
24. This training will be arranged under the aegis of a training agency accredited with the National Skill Development Council or that empaneled agency for training of SSW by the State Government.
25. The Agency must ensure that the SSWs (including operators) are provided with adequate uniform, identification card, PPE deployed under this ToA.

The requisitioning local authority may modify any part of the model contract through procedures given at page 5 of this model contract

26. The Agency must ensure that the SSWs (including operators) open the sewer maintenance hole/septic tank cover and allow for trapped gases in the confined sanitation space to escape before performing any cleaning service. The SSWs (including operators) are required to allow atleast 30 minutes before using gas detector to check for concentration of trapped gases. Only when the concentration is found to be below the permissible limits, the SSWs (including operators) with appropriate PPE are allowed to undertake mechanical cleaning of sewer maintenance hole/septic tank.
27. The Agency must ensure that no SSWs or operators are made to enter a confined sanitation space (inside a sewer maintenance hole or septic tank), even when ordered by the local authority.
28. The Agency must ensure that no SSWs or operators perform entry into a confined space for cleaning, in exchange for any gratification in cash or kind.
29. The Agency is responsible for conducting routine functionality checks of PPE provided to the SSWs (including operators) and replacing the same if found to be damaged at their own cost.
30. The Agency shall be held responsible in case of any disability/fatality caused to SSWs (including operators) due to negligence during service provision. The Agency shall also be liable for applicable legal and financial penalties.
31. The Agency shall ensure that SSWs will be used only for the mechanical cleaning of sewer maintenance hole/septic tank without any entry into a confined sanitation space.
32. The Agency shall comply with the 'Guidance Document on Equipment and Workforce Norms for Managing Waterborne Sanitation in India' by the Ministry of Housing and Urban Affairs, November 2020 or the applicable guiding document stated by the Authority.

E) Equipment provision:

33. The Agency shall be responsible and bear the costs towards ensuring the roadworthiness and replenishing the necessary consumables for operating the equipment.
34. The Agency must ensure that the operators of the equipment are thoroughly familiar with and adhere to operating procedures of the equipment as provided by the equipment manufacturer.
35. The Agency must ensure that there shall be no spillage/overflow of faecal sludge and septage or sewage during conveyance and transportation to the designated disposal site.
36. The Agency shall take all necessary precautions to ensure that the septic tank/sewer network/sewer maintenance hole and surrounding areas are not damaged in any manner or shall be restored to the same condition after the service provision.
37. The Agency shall ensure that the equipment will be used only for the mechanical cleaning of sewer maintenance hole/septic tank and shall comply with the 'Guidance Document on Equipment and Workforce Norms for Managing Waterborne Sanitation in India' by the Ministry of Housing and Urban Affairs, November 2020 or the applicable guiding document stated by the Authority.
38. The Agency shall be held responsible for any accident or damage caused to/by the equipment due to negligence during service provision. The Agency shall also be liable for applicable legal and financial penalties.