

AGREEMENT

THIS Agreement for CETP Baddi is made this —Day of \_\_\_\_\_, at \_\_\_\_\_.

**Among**

**M/s BADDI INFRASTRUCTURE**, a Company incorporated under section 25 of the Companies Act, 1956 and having its registered office at # 0 EPIP Phase -1, Jharmajri, Tehsil-Baddi, Dist. Solan H.P. State (hereinafter referred to as the “**BI**”) which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE ONE PART**,

**AND**

**M/s. Bharuch Enviro Infrastructure Limited**, a Company incorporated under the Companies Act, 1956 and having its registered office at Plot no.117-118, GIDC Estate, Post Box No.82, Ankleshwar 393002, District : Bharuch, Gujarat State (hereinafter referred to as the “**BEIL**”) which term or expression unless contrary, excluded by or repugnant to the context or the meaning thereof, shall be deemed to mean and include its successors and permitted assigns, **OF THE SECOND PART**,

**AND**

**M/s. ....** company incorporated under the Companies Act, 1956/ a Partnership Firm within the meaning of Indian Partnership Act, 1932/ a proprietary concern/ any other form of business entity, having its office and works at **Kh./Plot/Village- .....**

**.....Tehsil- Baddi, Distt. - Solan (HP) ,** (hereinafter referred to as the “Member Industry” or “MI”) which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be

deemed to include its successors, partners, directors and permitted assigns, **OF THE THIRD.**

#### **AND WHEREAS**

- i) In consideration of the industrial development in Baddi and Barotiwala and Nalagarh, and necessity to treat and dispose off the effluent and also reclaim water, the **BI** invited bid for work comprising the following –
  - (a) Designing/Engineering, procuring, providing, constructing, installing and commissioning (EPC) and conducting 3 months successful trial run and acceptance of **Common Effluent Treatment Plant of 25 MLD capacity** (5 categories of effluent streams) comprising of physico chemical, Activated sludge process with diffused aeration system for Baddi & Barotiwala area along with all related Mechanical and Electrical equipment and accessories, Instrumentation including miscellaneous works etc.
  - (b) **Effluent conveyance system consisting of both piping network and tankers**
  - (c) Providing **miscellaneous works** like approach road, central control room building, staff quarters, internal roads, walkways, street lights, water and sanitary arrangements, gates, etc. as required complete.
  - (d) Providing **operation and maintenance services** for the above entire CETP works in this campus and effluent conveyance system, as specified, **for Thirty Years**, after commissioning the entire common effluent treatment plant and conveyance system.
- ii) BEIL has agreed to undertake the above work, as more particularly defined under Contract No. BIL/Contract/2011-12/03 dated 19.09.2011 and its addendum agreement dated 3<sup>rd</sup> May 2017.
- iii) BI is sole agency nominated by the Government of Himachal Pradesh to collect, deposit, process and dispose sewerage, municipal and industrial effluent in the prescribed manner on payment of disposal fees.
- iv) BEIL by virtue of Agreement dated 19.09.2011 and its addendum dated 03.05.2017, is acting as a Concessionaire for the performance of the scope as more particularly defined in the said Agreement.
- v) That as per the mandate issued by the Government of Himachal Pradesh vide Letter dated 27.10.2010 issued by the Additional Chief Secretary (Industries) to the Government of Himachal Pradesh, each MI shall have to obtain membership of the CETP plant of Baddi Infrastructure and also may avail of any services offered by BEIL.
- vi) MI has setup / proposes to set up its plant/works/unit in the Baddi & Barotiwala Industrial Areas/Clusters and is interalia engaged in the **manufacture /Service of** ..... the mandate passed by The Government of Himachal Pradesh Executes these resents as per the terms and conditions agreed between the parties and as detailed more particularly herein after.

**NOW IT IS HEREBY AGREED** as follows:

**A. OBLIGATIONS OF MI:**

1. MI shall install one Bar and Coarse screen, one Settler and one Storage tank as per Design approved by BEIL. In case MI has already installed the said installations in their plant, MI shall obtain the approval of BEIL for the same. MI shall forthwith implement any modifications/suggestions made by BEIL, failing which the permission granted for conveying the effluents (Sewage) to CETP shall be withdrawn till such time MI complies with the modifications/suggestions made by BEIL.
2. All Effluent generated by MI in their premises shall be sent on exclusive basis to the CETP. MI shall intimate to BEIL, at least 3 (Three) months in advance of any proposed increase or decrease in quantity of effluent resulting due to expansion or otherwise.
3. MI shall declare the effluent load with characterization of the effluent generated by it in the prescribed "Declaration Form" annexed herewith as Annexure A. MI shall submit such Form to BEIL on execution of *these present*. MI undertakes to pay charges for treatment of effluent as per formula at 1.a) below.
4. MI shall give one month prior notice of any change in load with all supporting documents to BEIL. BEIL may monitor such activity.
5. MI at their own cost shall construct storage tank of adequate capacity for storage and transfer of effluent from their plant to CETP. MI shall ensure that all discharges like factory sewage, trade effluent, washings, Boiler blow down etc. are channelized through the storage tank for sending their effluent to CETP.
6. MI shall in the event of requirement of segregation of effluent, construct two separate storage tanks as per the design approved by BEIL.
7. MI shall furnish all relevant details to BEIL concerning any pretreatment of effluent carried out by it. MI shall furnish to BEIL all relevant details including the capacities of various units and characteristics of the final effluent to be sent for treatment to CETP. BEIL shall have the right to collect the samples of the effluents from the MI units for verification.
8. MI shall obtain written consents from both, BI and BEIL for establishing a new ETP or any modification of the existing ETP.
9. MI shall provide a single point discharge for conveyance of Effluent to the Effluent Conveyance System.
10. MI shall provide a pumping station of suitable capacity at their own cost for pumping all effluent excluding storm water into the Effluent Conveyance System of BEIL, after obtaining approval for the design, scheme and the location of the pumping station from BEIL.
11. MI shall install "Electro-mechanical flow meter" of 'Rosemount' make or any equivalent make, which shall either be supplied by BEIL against payment or MI shall obtain the same as per the specifications given by BEIL.
12. MI shall house such flow meter in a separate secured shed and the meter shall be used for measurement of the flow quantity and for monitoring the quality of the effluent. MI shall ensure that the shed containing the flow meter should be locked and the flow meter is sealed and protected from tampering at all times.

13. MI at all times, shall ensure proper functioning of flow meter including calibration at regular intervals, periodical cleaning of sensors and taking required preventive measures for maintenance, to the satisfaction of BEIL.

14. In the event of the flow meter being found tampered, or not functioning properly MI shall attract penalty/termination as more particularly defined herein below:-

i.)—In the first instance of an event as specified herein above, MI shall pay treatment charges for 100% of the quantity of effluent, as stated by PCB in their consent letter.

ii.)—In the second instance of an event as specified herein above, MI shall pay treatment charges for 150% as stated by PCB in their consent letter of the quantity.

iii.)—In case of third instance of such an event, MI's connection to the Effluent Conveyance System shall be disconnected forthwith and the matter shall be referred to Monitoring & Dispute Redressal Committee (herein after known as "Committee" for the sake of brevity) for consideration. Decision of the Committee shall be final and binding.

15. Any tampering of the conveyance system or with the discharge characteristics by MI shall attract penalty or termination as per the decision of the Committee. The Committee may at its discretion, restore the connection of the MI on the MI complying with its directions.

16. MI shall give unrestricted entry in its premises to the inspector nominated by BEIL, who shall have access to entire plant area as also the records required for verification of the quantity and quality of effluent.

17. MI shall abide by the policy/ies and decision/s of the Committee to ensure smooth operation.

*B. Consideration and Financial Statements:*

1. a) MI shall pay the charges for treatment of the effluent, as levied by BEIL, calculated on the basis of the formula given herein below:

$$\text{Treatment Charges} = [0.02 \cdot S_o + 0.03 \cdot (C - 2.5 \cdot S_o) + 0.005 \cdot C_{SS} + 0.01 \cdot (C_1 - 2100)] \times 1.10^y [1 + R/100]^y, \text{ Rs /KL}$$

Where,  $S_o$  = BO+D of sample, mgs/L

$C$  = COD of sample, mgs/L

$C_{SS}$  = Suspended solids of sample, mgs/L

$C_1$  = TDS of sample, mgs/L

$R$  = Appreciation in each year.

$y$  = no. of years from immediate preceding year.

Any negative value in  $(C - 2.5 \cdot S_o)$  and/or  $(C_1 - 2100)$  shall be ignored.

**R-factor** shall be determined in April every year by determining the weighted variation in Wholesale Price Index (WPI) [Source: Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion] & Consumer Price Index (CPI) [Source: Labour Bureau, Government of India] in the preceding twelve months by assigning weightage of 75% to WPI and 25% to CPI respectively

1. b) MI shall pay at the minimum the fee for treatment calculated at 50% of the effluent quantity in "Letter of Consent" or the actual flow whichever is higher, to be computed for fee and adjusted half yearly.

2. MI shall deposit with BEIL, an amount equal to One month's fee computed as per the formula given in Clause B(1.a) herein above, taking into consideration the flow given in the "consent letter" of PCB and the effluent characteristics given in the declaration to be furnished by the

Member Industry or as verified by BEIL. However in case of Industrial Units giving one MLD of more effluent the deposit shall be worked for 21 days fee computed as per the formula given in Clause B(1.a) herein above.

3. MI shall pay the deposit amount within two months from the date of receipt of notice from the BEIL intimating the probable date of commissioning of the plant for commercial use. Failure on the part of MI to pay the deposit amount shall render it ineligible to obtain the connection to the Effluent Conveyance System for conveying their effluent to CETP.
4. MI shall make payment of the bills to BEIL for treatment of effluent, on monthly basis within a fortnight of receipt of bill. Any delayed payment shall attract interest @24% per annum. In the event of such default exceeding 30 days or more, from the date of receipt of the bill, the same would be referred to the Committee for necessary action. In event of the default continuing even after the intervention of the Committee, the Committee may recommend the statutory authorities to cancel the Consent to Operate given earlier to MI.

C. Constitution of Monitoring and Dispute Redressal Committee

The Committee shall consist of the following members.

- a. *One Member Government of Himachal Pradesh*
- b. *Two Members from the BEIL.*
- c. *Two Members from the BI.*

D. This Agreement is subjects to jurisdiction of Nalagarh Court.

IN WITNESS WHEREOF this Agreement is being duly signed and executed by their duly authorized officers the day and year written first above.

**Signed by for and on behalf of Industry**

1. \_\_\_\_\_

\_\_\_\_\_  
Signature & Designation

**Signed by for and on behalf of BEIL**

3.-----  
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Signature & Designation

In the presence of

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Signed by for and on behalf of Baddi Infrastructure**

2. \_\_\_\_\_

\_\_\_\_\_  
Signature & Designation

In the presence of

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

SOP attached

## **SOP- Payment of Bills to BEIL for Effluent Treatment Charges at CETP.**

A. Clause 4 and clause B1(b) of the Tripartite Agreement signed by Baddi Infrastructure (BI), Baruch Enviro Infrastructure Ltd. (BEIL) & Member Industry (MI), related to payment of Bills raised by BEIL, is reproduced below:-

### **I. Clause 4 :-**

- i) *“Each MI to make payment of the Bills to the contractor for treatment of effluent on monthly basis.*
- ii) *The payment shall be made within a fortnight of receipt of Bill.*
- iii) *Delay in payment will attract @ 24% per annum.*
- iv) *Such defaults exceeding 30 days or more, from the date of receipt of the bill shall be referred to the Committee for necessary action. In case default continues even after the invention of the Committee, the Committee may recommend to the Statutory Authorities to cancel the Consent to Operate given to the MI.”*

II. **Clause B1(b)-** *“MI shall pay at the minimum fee for treatment charges calculated at 50% of the effluent quantity in ‘Letter of Consent’ or the actual flow whichever is higher, to be computed for fee and adjusted half yearly.”*

### **B. I. Amendment to clause 4 of TPA**

- i) Each MI to make payment of the Bills to the contractor for treatment of effluent on monthly basis.
- ii) The payment shall be made within a fortnight of receipt of Bill.
- iii) Delay in payment will attract @ 24% per annum.
- iv) In case of any dispute, the MI shall raise the same within seven days of the Bill in writing to BEIL and copy to Director-cum-CEO, Baddi Infrastructure.
- v) In case where no dispute is raised and default exceeds 30 days or more from the date of receipt of Bill, it will be taken up by Director-cum-CEO of BI with BEIL and the MI by giving a seven days notice in writing to the MI for the release of outstanding due payment and also to hold a meeting of BEIL and MI in the matter.
- vi) In case of dispute, the Director-cum-CEO, BI should fix up a joint meeting of MI and BEIL by giving 7days notice to explain their respective positions and try to sort out the dispute through suitable mediation. The proceedings of such meetings and finding of Director-cum-CEO will be recorded with final outcome.
- vii) In case, the payment is still not received from the MI as per decision arrived as per proceedings at Sr. No. (v) or (vi) above, the matter shall be referred by Director-cum-CEO BI to the **Monitoring and Dispute Redressal Committee (M&DRC)** for necessary action, under intimation to the MI.
- viii) Similarly MI and BEIL shall have a chance to appeal to the M&DRC with their points to explain their stand, within seven days of issue of proceedings at Sr. No.(v) or (vi) above, in writing with a copy to Director-

cum-CEO, BI and BEIL or MI as the case may be. The MI if preferring appeal, will have to deposit the amount as decided in the proceedings at sr. No. (v) or (vi) above under protest which however will be subject to final decision of the M&DRC.

- ix)** The Committee consists of the following members with Director-cum-CEO, BI as the Member Secretary:-

    - a) One Member Government of Himachal Pradesh
    - b) Two members from the BEIL.
    - c) Two Members from the BI.”
  
  - x)** The M&DRC shall meet fortnightly for the first six months and then once a month. If necessary, on any day/date, in case of urgency.
  
  - xi)** On receipt of dispute from either side, the M&DRC shall give a notice in writing to all parties and BI to present their versions with proofs, both documentary and witnesses, within seven days for the hearing before them. The M&DRC will not entertain any appeal of MI not supported with proof of payment of the amount as mentioned at Sr. No. (viii).
  
  - xii)** The M&DRC will give its decision after hearing and going through the proofs submitted by parties concerned and will issue its order which both parties should agree.
  
  - xiii)** In case default to the order as per sr. no. (xii) continues after the date as decided in the order, a final seven days further notice in writing shall be given to the defaulting MI, to adhere to the decision.
  
  - xiv)** If the default continues, the M&DRC after review and considering all the facts and details of the matter, instruct Director-cum-CEO, BI, to disconnect the supply of discharge flow to CETP and may issue legal notice to defaulting MI or impose suitable penalty on BEIL or any other suitable action.
  
  - xv)** In case of default by MI, the M&DRC will recommend to the statutory/Regulatory Authorities to cancel the Consent to Operate given to the defaulting MI, thereby, recommending disconnection of power supply.
- II.** **Clause B1 (b)-** MI shall pay at the minimum fee for treatment charges calculated at 50% of the effluent quantity in 'Letter of Consent' or the actual flow whichever is higher, on monthly basis. At the end of six months, the total flow will be considered and adjustment, if any, will be given in the invoice. This will reduce sudden load on MI and will be distributed on monthly basis.

ANNEXURE- A

**Declaration form**

To be furnished by the Member Industries (Applicant) *as per clause A(3) of the Tripartite Agreement*

**A.** Daily quantity of water in kilolitres utilized and its source

Type of effluent	Human Consumption	Industrial Process	Boiler Cooling	Others
Quantity (KLD)				
Source				
Remarks				

**B.** Please indicate whether storm water drains are kept separate from industrial/domestic effluent drains. Yes/No

**C.** Daily maximum quantity of effluents and mode of disposal (sewer or drains or river or land or lake/pond). Also attach analysis report of the effluents

Type of effluent	Human	Industrial Process	Boiler Cooling	Others	Total
Quantity (KLD)					
Mode of Disposal					

- D. State whether you have any treatment plant for industrial, domestic or combined effluents. Yes/ No

If yes, attach the description of the process of treatment in brief. Attach information on the quantity of treatment effluent vis a vis the standards.

Description	Quantity (in KLD)	Method of Treatment
Human		
Industrial Process		
Boiler/Cooling		
Others		

- E. Composition of Effluent (which will be discharged to CETP)

Sr. No.	Parameters	Inlet Value		Remarks
		Value	Unit	
1	Total discharge		MLD	
2	Temperature		oC	
3	Appearance			
4	pH			
5	Suspended solids		mgs/L	
6	Total dissolved solids		mgs/L	
7	Colour intensity			
8	COD		mgs/L	
9	BOD		mgs/L	
10	Oil & Grease		mgs/L	
11	Phenolic compounds		mgs/L	
12	Surfactants		mgs/L	
13	Heavy metals		mgs/L	
14	Sulphide		mgs/L	
15	Bio assay			

16	<b>Hexavalent chromium</b>		mgs/L	
17	<b>Coliform</b>			

Attach a copy of laboratory report in support of above information with date & time of collection of sample.

**Note :- We under take either to connect our industry to CETP Baddi before 2019 or we will start giving effluent through tanker to CETP till completion of pipeline connectivity positively.**