

AGREEMENT
for
Integrated Water Management Services in Cochin CSEZ

This Agreement made this the day of of the year Two Thousand..... between Cochin Special Economic Zone Authority (CSEZA), Kakkanad, Cochin-682 037, hereinafter referred to as “CSEZA”, represented by the Chairman, CSEZ Authority in which expression shall unless the context does not so admit, include his successors in office and assigns, on the one part, and, a Unit

located in the CSEZ according to the LOP/LOA issued by the Development Commissioner, hereinafter referred to as the “Unit”, in which expression are included, unless such inclusions are inconsistent with the context of the meaning thereof, its heirs, executors, administrators and assigns, of the other part;

Whereas the Units in CSEZ, individually and through their association, Cochin Special Economic Zone Industries Association, have represented to the CSEZ to provide all basic infrastructure services in the Cochin SEZ;

And Whereas the Government of India have set up the Integrated Water Management Services in CSEZ comprising of water supply and Common Effluent Treatment Systems and solid wastes management system consisting of an incinerator and biogas plant, hereinafter called the 'system', with an intention to minimize adverse impact on the environment from the operation of the Cochin SEZ as a whole, considering the agitations of local populace; the exhortations of the Kerala State Pollution Control Board and commitments given in pursuance of the orders of the High Court of Kerala in the matter, for which purpose it is considered essential that all industrial units /other establishments within the Cochin SEZ shall become members of the system on payment of user charges.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the charges hereby reserved and of the covenants and agreements on the part of the Unit hereinafter contained, CSEZ doth hereby permit the Unit to connect to the Water Supply System and to the Common Effluent Treatment System of the Cochin SEZ, and to draw water from the Water Supply System and to discharge the Unit's effluents to the Common Effluent Treatment System and use of the incinerator and the biogas plant for solid waste disposal.

The Unit doth hereby covenant with CSEZ Authority as follows:-

1 **WATER SUPPLY SYSTEM**

- 1.1 The Unit agrees to draw water only from the Water Supply System provided by CSEZ subject to Clause 14.
- 1.2 The Unit shall not tap water from the Water Supply System without the prior permission of CSEZA.
- 1.3 The Unit shall install an accurately calibrated meter with meter chamber in the manner specified by CSEZA at the Unit's cost for measuring water consumption. The Unit shall ensure that the meter is functioning accurately. In case it is not recording accurate consumption, it will be notified to the CSEZA or its nominated agency immediately.
- 1.4 The Unit shall keep the meter chambers and meters safely and without tampering. If the Unit notices any malfunctioning of the meters, it shall

intimate to the official concerned in CSEZA and nominated agency forthwith.

- 1.5 The officials of CSEZA and its nominated agency shall have the right to inspect the meters at all times. The opinion of the CSEZA and its nominated agency as to whether a meter is functioning properly or not will be binding on the Unit and the Unit shall get the meter rectified/replaced at their own cost forthwith, and at any rate not later than 24 hours of receiving such intimation. If the Unit fails to get a meter, notified as faulty by CSEZA and its nominated agency, rectified or replaced within 24 hours on its own, CSEZA shall have the right to replace the same and recover the cost from the Unit.
- 1.6 The Unit shall not be entitled for drawal of water without a functioning meter. If however, there is a delay in notifying the defect or the Unit continues to draw water even when its meter is not functioning properly, the Unit shall be billed based on its average consumption of previous three months increased by 10% or the peak consumption in any of these months, whichever is higher until a proper meter is installed or until disconnection is effected, whichever is later.
- 1.7 Water supplied from the Water Treatment Plant shall be used for drinking and processing purposes only. Treated water supplied from the Common Effluent Treatment Plant though a separate supply network shall be used for non-drinking requirements such as toilet flushing system, gardening, etc. The Unit shall use the CETP treated water for processing purposes to the maximum extent possible.
- 1.8 The Unit shall be responsible for the maintenance and upkeep of the water line upto and including the water meter, while CSEZA shall be responsible for the good condition of the system beyond the water meter.

2 **COMMON EFFLUENT TREATMENT SYSTEM**

- 2.1 The Unit shall discharge effluents only to the common effluent treatment system. The Unit shall not discharge the effluents into the open drains, storm water drains, public waterways or canals. Violation of this condition shall make the Unit liable for compensating any consequential loss or damage that

may be wrought upon CSEZA or other Units in the Zone, and for imposition of fines by Chairman, CSEZA.

- 2.2 The Unit shall discharge effluents continuously into the common effluent treatment system through the dedicated pipeline provided for the purpose, and at any rate not less than once in four hours every day that the Unit functions. However, food-processing Units service utilities such as canteen shall continuously discharge effluents to the system. The Unit shall discharge its effluents only after primary screening to remove solid particles and ensuring that the pH is brought to between 6 and 8. In any case no suspended particles having specific gravity of more than 0.9 should be let out along with the effluent. Rubber-based Units shall remove rubber completely by coagulation before discharging effluents to the system. Ceramic Units shall discharge their effluents to the system only after getting suspended particles above 50 microns settled down by passing the effluents through settlement tanks even if it takes more than four hours. In case of sewage, fresh excreta should not be let out into the system.
- 2.3 (a) If the Unit is not carrying out any wet processing activity and discharges only domestic effluents, these effluents shall be considered as non-trade effluents.
 (b) Effluents from Units carrying out wet processing for their manufacturing and plant/floor washing from all other Units shall be categorised as trade effluents.
- 2.4 On the basis of BOD, TDS, suspended solids and odour, the trade effluents are classified into the following categories. The Unit shall be placed in the respective categories based on the characteristics of their effluents.

SI No	Classification	Characteristics
(i)	Very High polluting	BOD above 1800mg/litre or COD above 5000mg/litre, or color above 3000 Hazen units (Pt-Co unit) or emits highly irritating foul smell or TDS above 10000mg/litre
(ii)	High polluting	BOD between 1200mg/litre and 1800mg/litre, or COD between 2000-5000mg/litre, or color between

		1500-3000 Hazen units(Pt-Co- unit)or TDS above 10000mg/litre
(iii)	Medium polluting	BOD between 800mg/litre and 1200mg/litre, or COD between 1000-2000mg/litre, or color between 750-1500 Hazen units (Pt-Co unit) or TDS between 2100mg/litre and 10000mg/litre
(iv)	Low polluting	Trade effluents which do not fall in any of the above three categories.

The industries which are discharging the effluent to CETP with parameters exceeding the permissible limits shall be penalized by considering them to next higher pollutant category in the parameters as mention above. The following level of parameters shall be maintained by all units irrespective of pollutant category:

Color - 400 Hazen units	Turbidity – 50 NTU
Temperature – 35 Deg. C	Oil & Grease – 10 mg/ltr.
TDS – 2100 mg/ltr.	

Penalty factor of Rs.50/- shall be imposed and the fine shall be levied as follows:

Temperature	For every 0.2 deg. C rise
Oil & Grease	For every 1 mg/ltr. Increase
TDS	For every 1 mg/ltr. Increase
Color	For every 1 Hazen unit

- 2.5 CSEZA may collect samples of the Unit's effluents for analysis as and when it feels necessary. Based on the average analysis during every three months period the 'class of effluent' of the Unit shall be reviewed and corresponding charges applicable to the new class shall be effected for the next quarter.
- 2.6 The Unit may install a suitable meter at their cost in the manner specified by CSEZA for measuring the effluents being discharged by the Unit into the common effluent line, if they wish to do so; otherwise, the volume of effluents discharged will be taken as 80% (eighty percent) of the water consumed.

Provided however that the Units augmenting water from sources other than CSEZ Water Supply System including rain water harvesting, shall install a suitable meter at their cost in the manner specified by CSEZA for measuring the effluents discharged by the Unit into the common effluent line.

- 2.7 The Unit shall declare to CSEZA in writing on the last working day of every month the total man-shifts employed during the month by the Unit.

Provided, however, that effluents of Units which do not give this information in time shall be billed as trade effluent of the relevant class.

- 2.8 If the Unit has installed a meter for measuring effluents, the Unit shall not be entitled to discharge effluents without a functioning meter. If the meter installed is non-functional, the same shall be notified to CSEZA or its nominated agency immediately. If however, there is a delay in notifying the defect or the Unit continues to discharge effluent even when its meter is not functioning properly, the Unit shall be billed based on its average discharge of previous 6 months increased by 10% or the peak consumption in any of these months, whichever is higher, until a proper meter is installed.
- 2.9 The Unit shall keep the meter chambers and meters safely and without tampering. If the Unit notices any malfunctioning of the meters, it shall intimate to the official concerned in CSEZA and nominated agency forthwith.
- 2.10 The officials of CSEZA and its nominated agency shall have the right to inspect the meters at all times. The opinion of the CSEZA and its nominated agency as to whether a meter is functioning properly or not will be binding on the Unit and the Unit shall get the meter rectified/replaced at their own cost forthwith, and at any rate not later than 24 hours of receiving such intimation. If the Unit fails to get a meter, notified as faulty by CSEZA and its nominated agency, rectified or replaced within 24 hours on its own, CSEZA shall have the right to replace the same and recover the cost from the Unit.

- 2.11 The Unit shall be responsible for the maintenance and upkeep of the effluent discharge line up to the common header (manhole) including the meter (if installed) while CSEZA shall be responsible for the good condition of the system beyond the common header (manhole).
- 2.12 If the Unit carry out any intermediary treatment of the effluents before it is discharged to CETP line to make it within the permissible parameters hereinbefore stated the toxins/residues shall not be let out to the system. The Unit shall dispose of such materials in a legally permissible manner outside the zone at the approved sites.

3 **INCINERATION SYSTEM**

- 3.1 The Unit shall use the services of the Incinerator in the Zone to destroy the non-hazardous solid wastes on payment. The list of items which can be incinerated is stated at Appendix II.
- 3.2 The Unit shall remove the solid wastes which fetches value outside the Zone as per SEZ Act and Rules.
- 3.3 However, the Unit shall make their own arrangements for removal/destruction of the solid/liquid hazardous wastes complying with the relevant Acts and Regulations in force.

4 **BIO GAS PLANT**

All food wastes and other biodegradable wastes shall be disposed through the biogas plant being operated in the Zone. The Unit shall be liable to follow the Regulations with regard to segregation of wastes, transportation to the biogas plant site and payment of charges. The Unit shall make their own arrangements for removal and disposal of the biodegradable wastes when the biogas plant is not working.

5 **RATES**

5.1 The Unit shall pay :

- I) Water and effluent treatment charges as given in Appendix I;
- II) Incineration charges as given in Appendix II;
- III) Usage charges of Bio-gas Plant as decided by CSEZA from time to time. The present nominated agency is WAPCOS and the applicable rates are given in Appendix III.

5.2 The above stated charges are liable to be revised by CSEZA so that they should be sufficient to cover the operating and maintenance costs, and any other costs actually incurred such as, but not limited to, water cess and fees payable to Government and statutory agencies, and should also provide for replacement of the system or its parts, management fees as well as for administration costs.

6 **SECURITY DEPOSITS**

The Unit shall make an interest-free initial deposit to CSEZA, equivalent to two months' projected charges payable by the Unit for water consumption and treating their effluents, put together or Rs.1,000/-, whichever is higher. In the event of the Unit consuming more than the contracted volume, the deposit amount shall be revised accordingly and the Unit shall pay the same.

7 **BILLING**

7.1 CSEZA or their nominated agency shall raise bills for the above said services rendered to the Unit.

7.2 Minimum charge payable for water and effluent treatment per month per bill shall be Rs.250/-.

- 7.3 Bills for the water supplied to the Unit as well as for effluent discharged by the Unit shall be raised before 7th of every succeeding month based on the meter reading taken by the representative of CSEZA, or its nominated agency.
- 7.4 If the Unit has both trade and non-trade effluents, charges to be paid by the Unit shall be cumulative of the charges for both classes i.e. sum of charges of non-trade effluents and the respective subdivision of effluents mentioned at clause 2.4 above.
- 7.5 The quantity of non-trade effluents shall be calculated at an average rate of 35 liters/person/per 8 hour shift and the remainder of the effluents shall be considered as trade effluents and charged accordingly.
- 7.6 In the case of Units which are carrying out wet processing for their manufacturing and plant/floor washing, based on the average analysis during every three months period the 'class of effluent' of the Unit shall be reviewed and corresponding charges applicable to the new class shall be effected for the next quarter.
- 7.7 The Unit shall declare to CSEZA in writing on the last working day of every month the total man-shifts employed during the month by the Unit.
- Provided, however, that effluents of Units which do not give this information in time shall be billed as trade effluent of the relevant class.
- 7.8 If it is found that the water meter is not working properly, the Unit shall be billed based on its average consumption of previous six months increased by 10% or the peak consumption in any of these months, whichever is higher.
- 7.9 The incineration charge for items specified in Clause 3.1 shall be paid in advance.
- 7.10 The present usage charge of bio-gas plant shall be as per Appendix III.

8 **PAYMENT**

- 8.1 The Unit shall pay the water and effluent charges bill on or before 20th of that month.
- 8.2 All remittances shall be made by electronic transfer under intimation to the Manager (Infra) or direct remittances into the CSEZ Authority Fund Account through authenticated Challans.
- 8.3 The date of receipt of payment shall be the date of realisation of amount in the authorised bank specified by the CSEZA.

9 **FINE / PENALTY / DISCONNECTION**

- 9.1 If the Unit does not pay the charges on or before the 20th of the month, a fine of Rs.50/- per day shall be levied per each day of delay till 30th of the month.
- 9.2 If the Unit does not pay even after 30th of the month, then CSEZA may disconnect the water supply to the Unit on 31st of the month/next day without any further notice.
- 9.3 If the Unit is found to be tampering with the pipes or any installation connected with water supply/effluent discharge, it shall be liable for disconnection of water supply/effluent discharge and imposition of fine as decided by the Chairman, CSEZA.
- 9.4 If the Unit fails to get a faulty meter replaced with a properly functioning meter within the stipulated time specified by CSEZA and its nominated agency, CSEZA shall have the right to replace the same and recover the cost from the Unit. If such cost is more than the security deposit mentioned at Clause 6 above, interest at the rate of 12% shall be charged on such amount until realisation of such amount.
- 9.5 The services of the above mentioned utilities shall be discontinued as and when the validity of the Letter of Permission issued to the Unit by the Development Commissioner expires or the validity of the lease deed expires or the Unit is evicted from the premises, whichever occurs earlier.

- 9.6 In addition, CSEZA may set off the deposit towards the amounts due from the Unit by way of charges, fines, costs, losses or any other amounts.

Provided it shall be open to CSEZA to realise any outstanding amounts owed to it by the Unit under this agreement as if it were an arrears of land revenue under the provisions of the Revenue Recovery Act.

- 9.7 The Unit shall ensure that it does not throw/dispose of wastes inside the Zone or engage carriers to dispose it of outside the Zone in any irresponsible manner. Chairman, CSEZA/ the Designated Officer may impose fines on the defaulting Unit.

- 9.8 The Unit shall be liable to make good of the losses/damages caused to the system and other units on account of non compliance of the conditions herein contained.

10 **RECONNECTION**

The water and effluent discharge connections shall be restored on payment of all dues and reconnection charges as per Appendix I.

- 11 In case of any statutory violation by the Unit with regard to drawal of water and discharge of effluents, the sole responsibility for such violations shall rest upon the Unit and CSEZA will not be made responsible in any manner whatsoever.
- 12 The Unit agrees that the Chairman, CSEZA shall have full authority to decide on issues connected with water supply and effluent treatment/discharge.
- 13 CSEZA shall endeavor to run the water supply system and the effluent treatment system in an integrated manner so as to minimize the impact on the environment from the operation of the Cochin SEZ as a whole.
- 14 CSEZA will endeavor to deliver treated water and draw effluents without interruption to the operation of the Units. However, CSEZA shall not be held responsible by the Unit for any consequential loss or damages arising out of disruption or stoppage of its water supply/effluent collection.

Provided that the Unit may take water by tanker lorries in case of a disruption in water supply under the system, and intimate CSEZA of the quantity so taken and the unit will be liable to pay the CETP charges as per their effluent class.

15. **TERMINATION**

This agreement shall cease to exist on non-renewal of the Letter of Permission by the Unit or exit of the Unit from SEZ scheme or non-payment of the dues even on expiry of two months from the date of demand.

16. The Courts at Ernakulam shall have exclusive jurisdiction with respect to any matter or dispute arising out of or in any way touching or concerning this Agreement.

IN WITNESS hereof these presents have been executed by the CSEZA and the Unit on the day and year first above written.

For Cochin Special Economic Zone Authority

For

Chairman

Witness:

1.

1.

2

2.

SIGNED, SEALED AND DELIVERED

For and on behalf of M/s.....

By its..... and the **COMMON SEAL** of the above named t

Was pursuant to a resolution of its Board of Directors passed in that behalf of the

Day of affixed hereto in the presence of :

1. Name, S/o..... (Address) Signature:

2. Name, S/o..... (Address) Signature:

Appendix I

Water and effluent treatment charges

SI No	Classification	Characteristics	Rate per Kilo Litre
(i)	Water charges		Rs.40.00
(ii)	Very High polluting	BOD above 1800mg/litre or COD above 5000mg/litre, or color above 3000 Hazen units (Pt-Co unit) or emits highly irritating foul smell or TDS above 10000mg/litre	Rs.99.00
(iii)	High polluting	BOD between 1200mg/litre and 1800mg/litre, or COD between 2000-5000mg/litre, or color between 1500-3000 Hazen units(Pt-Co-unit)or TDS above 10000mg/litre	Rs.90.00
(iv)	Medium polluting	BOD between 800mg/litre and 1200mg/litre, or COD between 1000-2000mg/litre, or color between 750-1500 Hazen units (Pt-Co unit) or TDS between 2100mg/litre and 10000mg/litre	Rs.75.00
(v)	Low polluting	Trade effluents which do not fall in any of the above three categories.	Rs.60.00
(vi)	Non trade effluents	Only domestic effluents (As stated in para 2.3(a) of the agreement)	Rs.40.00
(vii)	Reconnection charges		Rs.1,000.00

The minimum rate payable for water and effluent treatment shall be Rs. 250/- per month per connection.

Suction cum pressure jetting vehicle usage charge - Rs.1,000/- per hour.

Appendix II

Incineration Charges

Sl. No.	Category of waste	Rate (Rs./Kg.)
1	Paper waste	50.00
2	Packing material including plastic and laminated waste (except Thermocol)	100.00
3	Non-tradable finished goods (other than electronic items)	150.00
4	All wet items	150.00

Monthly charges for use of bio-gas plant

SI No	No.of employees	Rate per month
1	Upto 50	Rs.800.00
2	51-200	Rs.1250.00
3	201-350	Rs.1700.00
4	351-500	Rs.2000.00
5	501-650	Rs.2275.00
6	651-900	Rs.2700.00
7	More than 900	Rs.2700.00 + Rs.2 per additional employee