

AGREEMENT FOR MAINTENANCE AND OPERATION OF
COMMON EFFLUENT TREATMENT PLANT

This Agreement made at New Delhi this 20TH day of July 2005.

BETWEEN

The President of India through the Secretary Cum Commissioner (Industries) Government of National Capital Territory of Delhi(hereinafter referred to as "the Government" which expression shall unless excluded by or repugnant to the context, be deemed to include his successor in Office and assigns) of the one part, the Delhi State Industrial Development Corporation, a body registered under the Companies Act,1956 having its office at N-36, Bombay Life Building, Connaught Place, New Delhi through its Secretary_____ (hereinafter referred to as "DSIDC" which expression unless excluded by or repugnant to the context be deemed to include its successor executors, administrators, representatives and assigns) of the second part, Delhi Jal Board, a body created under Delhi Water Board Act through its Chief Executive Officer(hereinafter referred to as "DJB" which expression shall, unless executed by or repugnant to the context, be deemed to include its successor, executors, administrators, representatives and assigns)

AND

Common Effluent Treatment Plant Societies/_____, body registered under the Societies Registration Act, 1860/Companies Act 1956 having its registered office _____, through its President (hereinafter referred to as "CETP Society") which expression shall unless excluded by or repugnant to the context be deemed to its successor, executors, administrators, representatives and assigns having following roles and responsibilities.

WHEREAS a Common Effluent Treatment Plant (CETP) has been constructed wherein 50% cost of construction is being borne by the CETP Society and 25% each by the state and Central Government, made operational and performance established as per design characteristics/existing laws for treating effluent arising at Keshavpuran industrial area by DSIDC in pursuance of orders of the Hon'ble Supreme Court of India from time to time in Civil Petition No.4677/1985;

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AND WHEREAS the Hon'ble Supreme Court of India by order dated 26.4.2005 has further directed the Operation & Maintenance of the said CETP shall be handed over to the CETP Society under the supervision of the Environment Pollution (Prevention and Control) Authority (EPCA) for the National Capital Region;

AND WHEREAS pursuant to the said orders, the EPCA held meetings with all the parties concerned on 21.05.05, 28.05.05, 04.06.05 & 11.06.05 where matters relating to construction, O&M of CETPs, and handing over the same to the CETP Society conveyance system, reuse of treated effluent and safe disposal of sludge were discussed keeping in view the provisions of the Delhi Common Effluent Treatment Plant Act, 2000 (Act 7 of 2000) and the Delhi Common Effluent Treatment Plants Rules, 2001.

AND WHEREAS both the parties of this agreement have mutually agreed to enter into this agreement regarding their rights, powers, duties to be under taken in accordance with the terms & conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AS follows:

A. GOVERNMENT

- (1) Being owner of the land on which the Common Effluent Treatment Plants have been constructed.
- (2) Joint Commissioner of Industries being the appropriate Authority responsible for operation and implementation of Common Effluent Treatment Plants and the rules made there under Act 2000 (CETP Act-2000) and the rules made there under and amendments made from time to time for all purposes as inscribed in the Act and the Rules.
- (3) Handing over of Common Effluent Treatment Plants to the CETP Society as per provisions of the CETP Act, 2000 and as per agreement.
- (4) Shall review the recommendations of the DSIDC on the proposals of the CETP Society for the upgradation and augmentation of Common Effluent Treatment Plants and take a decision on the same in consultation with all the parties concerned.

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- (5) Shall review and consider the recommendations of the CETP Society against the defaulter units (not conforming to the inlet standards, as per Environment Protection Act 1986 amended from time to time, not connected to conveyance systems laid for the Common Effluent Treatment Plants and draining effluents outside the specified conveyance system, not paying for the operation and maintenance (O&M) costs) and initiate appropriate action against the defaulters within a period of 15 days as per the provisions of the relevant Acts and Rules made there under.
- (6) Shall compile data and recommendations received from DSIDC and CETP Societies on the performance of the Common Effluent Treatment Plants and forward monthly reports to Delhi Pollution Control Committee. It shall also coordinate with the Delhi Pollution Control Committee or the Central Pollution Control Board to assess the effectiveness/appropriateness of the operation and maintenance being performed at each Common Effluent Treatment Plant. If the operation & maintenance (O&M) is not done properly, the appropriate Authority shall initiate appropriate action against the CETP society in charge of the O&M under the provisions given in the Delhi CETP Act 2000, Environment Protection Act 1986, The Water (Prevention and control) Pollution Act, 1974 as amended in 1988 and Rules framed there under in 1975 as amended in 1989 and the Hazardous Waste Management Rules 1989 as amended time to time.
- (7) Shall send a monthly report on the status of reuse of treated effluents from CETPs along with the report on quality of reused effluents as given by the Society to the Delhi Pollution Control Committee.

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- (8) Shall hear and settle the grievances of the member industries on the operation & maintenance and administration of CETPs as carried out by the CETP Society.
- (9). Shall decide upon the cost to be shared by the DJB for treatment of domestic sewage in side or outside the industrial area other than effluent /Sewage discharged by the industries operating in the industrial area as defined in the CETP Act, after suggested modifications at the CETP in consultation with the parties involved.
- (10) The Central Pollution Control Board and/or Delhi Pollution Control Committee shall initiate action against the Industries Department on its failure to discharge any of the above mentioned under the Environment Protection Act 1986, The Water (Prevention and control of Pollution) Act 1974 as amended in 1988 and Rules framed under in 1975 as amended in 1989 and the Hazardous Waste Management Rules, 1989 as amended time to time.

B.Delhi State Industrial Development Corporation Ltd.

- (1) Being the executing agency on behalf of Department of Industries, DSIDC shall be responsible for construction and functioning of the CETP as per scheme of National Environmental Engineering Research Institute (NEERI) with amendments, if any, and in agreement with the contractors who have actually executed the work.
- (2) To provide all inventories, drawings & specifications of Common Effluent Treatment Plants and its conveyance system, Common Effluent Treatment Plant operation manual and a copy of the agreement of individual works to the CETP Society and building plans and or all statutory permissions obtained with respect to the CETP.

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- (3) Shall compile data and information on the performance of the CETPs monthly and forward it to the appropriate authority as mentioned above with its observations/comments on the O&M performed at each CETP.
- (4) Shall organize quarterly (once in three months) inspection of the CETP to evaluate the performances and give feedbacks to the appropriate authority and the CETP Society.
- (5) To review the proposals received from the CETP Society for up gradation and augmentation of the CETPs and forward the same to the appropriate authority for final approval.
- (6) DSIDC shall be responsible for maintaining liaison with the appropriate authority M.C.D, DDA or any other authority and the Government of National Capital Territory of Delhi for allotment of secured landfills for disposal of sludge from the CETPs. It shall assess the volume and quality of sludge to be handled, land requirement, type of landfills required for the safe disposal of sludge in consultation with the Delhi Pollution Control Committee and/or Central Pollution Control Board and will forward the report in this regard well in advance (minimum of a year) to the appropriate Authority and the Secretary Department of Environment and Forest Government of National Capital Territory of Delhi.
- (7) Pursuant to the orders of the Hon'ble Supreme Court dated 26.04.05 the DSIDC in consultation with the DJB and other government agencies like New Delhi Municipal Committee and Municipal Corporation of Delhi and the CETP Society shall finalize a reuse plan for the treated effluents from each of the CETPs and implement the same. The DSIDC shall be responsible for monitoring the quality of effluents that are being reused and report the same on a monthly basis to the appropriate authority.

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- (8) The appropriate Authority shall initiate action against DSIDC on its failure to deliver any of the above-mentioned roles and responsibilities. If the appropriate authority fails to take such action as per the relevant Acts and Rules, then Delhi Pollution Control Committee and/or Central Pollution Control Board shall initiate action against both as per the relevant Acts and Rules.
- (9) The above arrangements shall be initially for five years & will be reviewed annually by Commissioner of Industries under the guidance of Environment Pollution (Prevention & Control) Authority (EPCA).

C. Delhi Jal Board.

- (1) Shall continue to operate and maintain i/c completion of unfinished works in the conveyance system of the CETP, which was laid earlier or recently and also to carry out any improvements, up-gradation and repairs etc. of the conveyance system.
- (2) Shall attend to the complaints regarding breakdown/faults in the conveyance system within 24 hours time or that duration as mutually agreed between the parties depending upon the situation, failing which the CETP Society shall take up the matter with the appropriate Authority for relief.
- (3) To assist CETP Society in providing connection to the person (s) offices (which includes Government, Semi Government, Commercial establishment godwons etc.) individual unit to the conveyance system.
- (4) Shall report on the discrepancies/mal practices like non connection of person (s), offices (which include Government, Semi Government Commercial establishment Godwons etc.) or member industries, to the conveyance systems or corrosion of pipe lines caused by the effluents being discharged without pre treatment by the member industries noticed during routine inspection of the system, to the concerned CETP Society and the DSIDC.

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- (5) Shall estimate the volume of domestic sewage that is conveyed from any source other than discharged by the occupiers as defined in para IX at page 3 in the industrial area for treatment at the CETP, in consultation with the parties involved like CETP Society, Industries Department and DSIDC. This exercise shall be carried out every 6 months or a period as agreed upon by the different parties. No sewage from outside the industrial area shall be taken to the CETP for treatment.
- (6) Shall cooperate with the DSIDC and the CETP Society in implementing the reuse plan for the treated effluents.
- (7) The appropriate Authority shall initiate action against Delhi Jal Board (DJB) on its failure to deliver any of the above-mentioned roles and responsibilities. If the appropriate authority fails to take such action as per the relevant acts and rules, then Delhi Pollution Control Committee and/or Central Pollution Control Board shall initiate action against both as per the relevant Acts and Rules.

D. COMMON EFFLUENT TREATMENT PLANT SOCIETY:

CETP Society shall be responsible for operation & maintenance of the plant and shall perform such functions as mentioned in the Chapter – II, section – 4 of the Common Effluent Treatment Plant Act, 2000 and rules made there under from time to time.

1. Having constructed and handed over the CETP after stipulated trial run along with operational manual to the respective Society, it shall be the sole and exclusive responsibility of the CETP Society to maintain and operate the CETP, also carry out such additional or further construction as may be necessary to upgrade the technology and augment the capacity of the installed CETP as per future requirements, in accordance with the prevalent law, and particularly conforming to the provisions of the said Act and the Rules therein and in consultation with the parties concerned.
2. The CETP Society shall treat all effluents (irrespective of whether sewage or industrial) generated from within the industrial area as defined in Chapter I of Delhi CETP Act 2000 including pH, oil grease and suspended solids. The CETP Society has also right to receive and treat industrial effluent from other CETP Society/industrial area where no CETP has been constructed and cost of receipt and treatment shall be charged separately on mutually agreed terms & conditions.

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3. As per Chapter II of the Delhi CETP Act, 2000 every occupier (industrial or non industrial person(s) and or offices Govt/Semi Govt./Commercial establishments) located within the industrial estate shall be a member of the CETP Society and shall pre treat their effluents to the inlet standards including pH, Oil, Grease and Suspended Soil etc. and as notified under the law from time to time and shall discharge effluents to the conveyance system leading to the CETPs. The member industries shall send fortnightly reports to the CETP Society on the performance of the individual effluent treatment plants mentioning inlet and outlet parameters. To ensure that the member units abide by this clause shall be the sole responsibility of the CETP society.
4. The powers shall be sub delegated by the Appropriate Authority to the Society for taking appropriate(including Panel) action against defaulter member units for non compliance with regard to influent standards, non connection to the conveyance system and non payment of apportioned, capital and O&M costs and dues if any. A notice shall be served to the defaulters by the CETP Society as per the form in the CETP rules. In case of continued default and refusal to pay the recurring apportioned cost every month as per schedule – II of the Rules or any such cost sharing formulae as mutually agreed upon by the CETP society and the member occupiers, if the society considers necessary for closure of unit or other similar action it shall furnish along with recommendation to appropriate authority a list of such defaulters for appropriate action as per Common Effluent Treatment Plant Act 2000. The appeal by any aggrieved member shall lie before the Appropriate Authority within thirty days from the date of communication of the decision by the Society. The members shall remit the dues as intimated by the Society. Any adjustment by the appropriate authority shall be made subsequently by the Society.
5. CETP Society shall operate and maintain the CETP effectively and efficiently and conform to and comply with all such conditions or guidelines and standards as may be notified from time to time failing which the appropriate authority is liable to take action as per Environment Protection Act 1986, The Water (Prevention and control of Pollution) Act 1974 as amended in 1988 and Rules 1975 framed as amended in 1989 and the Hazardous Waste Management Rules 1989 as amended time to time.
6. The CETP Society shall appoint and maintain the required technical and non-technical staff for the running of the CETPs as per the manpower specifications given by National Environmental Engineering Research Institute (NEERI).

7. The cost incurred relating to O & M before the date of handing over shall be decided and settled by mutual agreements between the parties, all referred herein.
8. The Delhi Jal Board, shall continue to be responsible for maintenance, de-silting and repair of the existing Conveyance system or the one laid up recently as deposit Work of Govt. as part of their budgetary planned works. In the event, what has been default, the appropriate authority shall take necessary action.
9. The DJB shall not connect sewage other than produced by the occupiers as defined in the CETP Act 2000 to the conveyance system of the CETP. However, if due to technical reasons, such lines are required to be connected to the conveyance system of CETP, DJB shall pay to the CETP society on proportionate basis as mutually agreed between the Society and Delhi Jal Board and that the discharge shall be monitored through flow meters at the cost of DJB. Similarly, if DJB has to treat the industrial effluent in their plant, which should have gone to the CETP run by the Society, it shall also charge the Society for treatment of the effluent on pro-rata basis. The decision of the appropriate authority shall be binding on all parties as per CETP Act.
10. The CETP society shall be responsible for treatment of all effluents generated by the industries including domestic effluent generated by any occupier in the industrial area, as defined in the CETP Act. Any domestic sewage from any other sources shall be the responsibility of the DJB and if the same is treated in the CETP, DJB shall pay the proportionate cost to the society.
11. The CETP Society as well as DJB shall ensure that all individual units including non-industrial units, if any, within the industrial estate, are connected to the conveyance system so that no effluent is discharged in open area or into the drains and shall provide the list of defaulters to the appropriate authority or take action on its own as per delegation existing from time to time.
12. The DSIDC shall provide all contractual details & guarantees as received from the contractors and on such handing over of the plant to the Society the contractor for all such purposes shall be responsible to the Society, in the same manner as he was to DSIDC which shall be annexed to this.

13. The Plant, machineries etc cannot be used for any other purpose except for the treatment of effluents as described in the CETP Act for which it is constructed. Land continues to be in custody of Government and additional construction, if required shall not be made without the prior approval of the appropriate authority.
14. The CETP Society and DSIDC shall be jointly responsible for reuse of the treated effluent as per the reuse plan jointly worked out by the different parties as mentioned earlier and can sell the treated water and the cost recovered shall be credited to O & M including R & D and can enter into any agreement for reuse of treated effluent without violating the spirit of the reuse plan drawn up as mentioned above and without prejudice to existing relevant Acts and Rules.
15. The CETP society shall collect samples of wastewater (at inlet, different stages of treatment and outlet of the CETP), carry out tests as per the specifications mentioned in Annexure and report the results in the format specified in Annexure and compile and shall send a monthly monitoring report to the DSIDC. If the CETP society desires so, shall have the powers to inspect and collect samples from any of the member industries.
16. Herein after taking charge of the CETP, post successful trial run, preventive repairs, replacement and maintenance work shall be carried out by the CETP Society from time to time without affecting the treatment process.
17. Sludge management within the CETP and its transport to the temporary hazardous waste storage site will be the responsibility of the CETP Society. The Government shall identify storage temporary site for hazardous waste and ensure it is fully operational by December 31, 2005, and after one year the sludge/hazardous waste will be disposed of at the hazardous waste disposal site/facility.
18. Arbitration Clause: In the event of any dispute arising out of the operation of this agreement, the same shall be settled as follows:
 - i One Arbitrator shall be nominated by the Commissioner of Industries

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- i One Arbitrator shall be nominated by the Society
- iii Two Arbitrators so appointed shall appoint another Arbitrator, whose decision shall be final and binding on all the parties.

19. In case the Government has reasons to consider that the CETP society has failed to effectively and efficiently discharge its duties of operation and maintenance then after giving due notice as prescribed by rules the Appropriate Authority may by notification in the Official Gazette authorize any non-government organization, local body or any such

authority as it may consider fit, to operate and maintain the plant efficiently and effectively and take action as deemed fit including recovery of cost incurred in making the plant good for running condition against the Society/industrial units.

20., Force Majeure: In case of any calamity like Earthquake, Lightning Cyclone, War, Civil disturbance, Riots, Strikes, Lockouts which cause delay /suspension in the operation of the Plant, it shall be considered by appropriate authority for granting time for resuming the operation of the Plant. No other claim, whatsoever will be entertained by the appropriate authority.

21. The Society shall get comprehensive insurance of the Plant on its own, covering all risks, including those mentioned in Para 19.

22. The Society shall be solely responsible for complying /observing all existing laws like Labour, EPF, Safety regulations etc. as amended from time to time.

23. The Right and Responsibilities & Functions of Industries Department, Delhi State Industrial Development Corporation Ltd., Delhi Jal Board and Common Effluent Treatment Plant Society (as mentioned in Chapter II Section 4 of the Common Effluent Treatment Plant Act) mentioned at a,b,c and d in the forgoing pages shall be binding on the respective parties.

24. Direction Issued by Environmental Pollution (Prevention & Control) Authority (EPCA) from time to time shall be binding on all parties.

25. The List of inventories for various items, the expenditure details and copy of the Agreement between DSIDC and the Contractors who have constructed the plants is annexed herewith.

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26, All parties to the agreement shall work in good faith for the well functioning of the plants and as per provisions given in the relevant Acts and Rules made there under

27. Notwithstanding any of the foregoing clauses, in case of any of the agencies of the Govt. of Delhi represented in the first party makes default in any manner in furtherance of this agreement, the Govt. of NCT of Delhi shall take steps to have said functions discharged in any manner deemed fit.

In witness thereof all the parties to this agreement have understood the contents of the same and signed after understanding in vernacular in presence of witnesses.

1. Signature _____
Signature _____
Name _____

2. _____
Name

Designation _____
Designation _____
(with seal)
for and on behalf of the President of India
Delhi Jal Board

(with seal)
For and on behalf of the

WITNESSES:

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2.

3. Signature _____
Signature _____
Name _____

WITNESSES:

1.

2.

Designation _____
Designation _____
(with seal)
For and on behalf of the
the
Delhi State Industrial Development Corporation.
Society
(DSIDC)

4. _____
Name

(with seal)
For and on behalf of

_____ CETP

(CETP Society)

WITNESSES:

1.

2.

WITNESSES:

1.

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