



West Bengal Industrial Infrastructure Development Corporation

(Established under W. B. Act XXV of 1974)

Plot No.-10, Block-DJ, Sector-II, Salt Lake City, Kolkata - 700 091



Date: 31.08.16.

CIRCULAR

Under approval of the Board of the Corporation at its 128th Meeting held on 02.07.2016, the detailed procedural **Rule Book** in respect of the administration of Water Supply to the Industrial/commercial/other establishments/units (existing or prospective) and charges thereof and also the Maintenance/Service Charge owing to services rendered by WBIIDC at its different Industrial Parks/Growth Centres and at such other areas under its administration/control have been set forth in the Rule Book hereto annexed. The Executive Engineers/Division-in-Charges of all the Divisions/Industrial Growth Centres are instructed to follow the prescribed procedure as far as practicable. Further, a **Proforma Application** and a format of **Agreement** for supply of water to different units for industrial use are enclosed which shall be used in desired circumstances as inscribed in the Rule Book.

It is further notified that following approval of the Board of the Corporation at its 128th Meeting held on 02.07.2016, the Water Charge has been fixed uniformly at Rs. 18.00/- (Rupees Eighteen) only per kilo-litre and the Maintenance/Service Charge has been fixed uniformly at Rs. 10.00/- (Rupees Ten) only per square meter per year w.e.f **1st October, 2016** and onwards, for all the Industrial Parks/Growth Centres and such other areas under WBIIDC's administration/control. Service Tax and other statutory impositions shall be added as may be applicable in all cases. The revised rates and effective date may be communicated to all the Allottees/Lesseees of the respective Industrial Parks/Growth Centres and such other areas under WBIIDC's administration/control by the concerned Executive Engineer/Division-in-Charge.

This is issued under order of the Chief Executive Officer, WBIIDC and has been given effect from the first day of October, 2016 i.e. 01.10.2016 and in supersession of all previous orders in this respect.

(Signature)
Secretary 31/08/16

AB(C)/A.A.O./H. Aseff

Pl. note

(Signature)
7/09/16

Noted
dm 4/10/16
08/09/16

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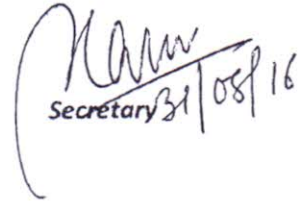
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Date: 31.08.2016.

Copy forwarded for information & necessary action to:-

The Executive Engineer, (Civil), WBIDC, Cooch Behar/~~Talukguri~~ /Malda/Paschim Medinipur/
Bankura/ Howrah /Nadia/24-Parganas^(South)/Birbhum/Kolkata Construction Division/Design & Planning/
Head Office, The Executive Engineer (Electrical), WBIDC.


Secretary 31/08/16

Rule Book

1. Upon allotment/assignment of land to an Industrial Unit, a communication shall be made to the Executive Engineer from the Head Office. The unit shall approach to the Division in Charge/Executive Engineer concerned for causing supply of water into their premises. The DIC/EE shall hand over an application form in prescribed format along with a copy of the 'Agreement for Supply of Industrial Water'.
2. In cases where fresh allotment/assignment of land is made, an Agreement shall be made initially for 11 months. After completion of the first 11 months, a fresh Agreement shall be executed for 11 months and upon elapse of such period again fresh Agreement shall be executed for the like period. Thereafter, if the unit is found to be running / operational upon due joint inspection, then an 'Agreement for Supply of Industrial Water' may be executed for a period extending till the subsistence of the lease period.
3. Before execution of the Agreement, the Connection Charges, Meter Costs, Security Deposits have to be deposited by the Consumer with the Division Office.
4. In cases where fresh allotment/assignment of land is made, Water Charges for 11 months in advance may be received when the Agreement is executed each time. Deficit or surplus amount may be adjusted before execution of the next Agreement. Each time when the Agreement gets lapsed, 7 days time may be given for execution of the new Agreement before disconnection of water supply. Fresh agreement, when signed, shall have to be given effect from the immediate first day after the last date when the previous agreement expired or the date of restoration of Water Supply in the event when the connection was ceased.
5. Water Consumption Bills shall usually be drawn as per the exact meter reading. The meters have to be checked at least once in every month and observations for each unit have to be recorded in a register specially arranged. Immediate measures have to be taken for repairing/ replacement of defective meters at the cost of the respective consumers. In case when the Consumer makes delay in payment of the estimated costs involved, the concerned Executive Engineer/DIC shall cause the necessary repairing/replacement paying from the Corporation's exchequer and add such expenses to the bill for the next quarter under intimation to the Consumer. During the period when the meters are not in proper order, Bills shall be drawn taking into consideration the maximum value amongst – i) the highest quantity of consumption of water during the immediately preceding four quarters, ii) sanctioned quantity of water supply.
6. The unpaid bill has to be carried forward till the next quarter ending adding therewith a simple interest @14% on the bill amount. If the bills for the current month and the previous dues with interest still remain unpaid, then a notice of 7 days period may be given to the Consumer; and if in spite of such notice the Consumer fails to deposit the claimed amount in full, then the concerned Executive Engineer / Division in Charge shall appropriate the due amount from the Security Deposit received from the Consumer and disconnect the water supply line forthwith and inform the consumer immediately.
7. After disconnection of water supply, no further water charge bill shall be drawn. However, maintenance/service charges bills may be drawn as usual, in absence of any order otherwise. The outstanding amount, if there is any, even after liquidation from the Security Deposit, has to be realised after imposing a simple interest @14% per annum from the respective due dates. Interest has to be calculated from the respective due dates till the date of actual

8. For restoration of supply of water, in addition to the realization of the outstanding dues with prescribed interest, a fee of **Rs.2000/-** (Rupees Two thousand only) may be charged; apart from observation of other usual procedures.
9. If the outstanding dues are not made good even after the expiry of one quarter next after the service disconnection, then a caution notice may be served upon the Consumer stating that non-payment of dues shall oblige the Corporation to take further legal action(s); following which action(s) necessary in terms of the Bengal Public Demands Recovery Act, 1913 may be taken, with previous approval of the Secretary, WBIIDC. Before institution of the legal proceedings, all the papers/documents in support of all claims must be well preserved chronologically and facts of the case may be kept readily available.
10. When a notice of resumption of land/termination of lease/cancellation of agreement has been issued against an occupant, the DIC/EE shall stop the supply of water to the Consumer after 30 days of issuance of such notice under intimation to the Consumer and the Head Office as well. The DIC/EE shall not raise bill after such period until further order from the Head office, and no reconnection shall be made in the meantime. However the procedure as laid down in para-7 may be followed as usual.

Billing Cycle

The billing cycle may be continued to be maintained quarterly till fully automated and computer generated bill raising is commenced. The billing format being followed at present may be continued for the time being till web based billing system is incorporated in WBIIDC portal, keeping due regard to the Rule book however.

Recovery Modalities-

For Functional / Non - Functional units:

The amount of unpaid bill has to be carried forward till the next quarter ending adding therewith a simple interest @14% per annum charged from the respective next dates of due dates of payment on the bill amount and served to the Consumer. Interest amount is to be calculated till the date of actual payment. If the bills for the previous quarter (with interest) and current quarter still remain unpaid, then a notice of 7 days period may be given to the Consumer; and if in spite of such notice, the Consumer fails to deposit the claimed amount in full, then the concerned Division in Charge / Executive Engineer shall appropriate the due amount from the Security Deposit received from the Consumer and disconnect the water supply line forthwith and inform the Consumer immediately. Subsequently, the recovery of the outstanding dues [both service & water charges] of defaulting units, if any, may be undertaken as per provisions of the Bengal Public Demands Recovery Act, 1913, under approval of the Secretary, WBIIDC.

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APPLICATION FORM FOR SUPPLY OF WATER FOR INDUSTRIAL USE

(To be submitted in the letterhead of the company/firm/institution)

To

The Executive Engineer / Division in Charge,

.....Industrial Growth Centre/Park

West Bengal Industrial Infrastructure Development Corporation

.....

Sir,

I / We submit this application for supply of water to the-premises allotted to me/us for industrial use in Industrial Growth Centre/Park. The requisite details are as under:

1. Full Name, address, designation & contact no. of the applicant:
2. Name of the company/firm/institution for which application is made:
3. Description of the premises for which water supply is needed:
4. Exact details about the Minimum and Maximum quantity of water required per day (Minimum 5 kilo-litre per day):

I/We hereby declare that I/We will abide by the terms and conditions in-force at present and as may be modified altered or deleted from time to time by the Corporation for the supply of water under its water supply system and will pay the charges for the water supplied to me / us at the rates fixed by the Corporation from time to time and other charges and expenses which, I/We would be required to pay under the said terms and condition. I also understand that the water to be supplied by you are not for human consumption but solely for industrial production purposes.

Yours faithfully

(.....)

Seal

Encl:

- 1) Copy of payment receipts of lease premium, rent.
- 2) Copy of finally settled project report.
- 3) Copy of Allotment Agreement/Deed of Lease/Assignment

AGREEMENT FOR SUPPLY OF WATER FOR INDUSTRIAL USE

AGREEMENT FOR SUPPLY OF WATER FOR INDUSTRIAL USE TO
..... (Name of Consumer)

THIS AGREEMENT made on this day of two thousand
initially for months /years w.e.f.

BETWEEN

West Bengal Industrial Infrastructure Development Corporation herein after referred to as the
“Corporation” which term shall unless excluded by or repugnant to the context, includes its legal
representatives, successors, executors, administrator & assigns on the ONE PART;

AND

M/s. (Name of the Company/Firm/ Society) having its registered /
administrative office at and works office at **(Local Office**
address of the Consumer) hereinafter referred to as the “Consumer” which expression shall
unless excluded by or repugnant to the context of the meaning thereof, be deemed to include its
permitted successors, legal representatives, executors, administrators and permitted assigns for all
transactions & acts, of the OTHER PART.

WHEREAS the Consumer approached the Corporation on (Date) for supply of water
(for industrial use only) for allowing..... KLD of water within lay out plot no. within
the Corporation's Industrial Growth Centre at Dist.:
for their manufacturing unit (Type & capacity of the plant);

AND WHEREAS the Corporation has agreed to supply the said quantum of water for industrial
use only i.e. KLD to..... (Name of company/firm/institution) vide letter no.
..... (Letter No. & date) and the parties hereto have agreed to have a formal agreement
in this regard.

Now it is hereby agreed by and between the parties as follows:

1. That the “Corporation” agrees to supply Kilo-litre per day of required quantity of
water as per the application made by the Consumer as also mentioned hereinabove, subject
to availability of such water from the natural resources within the area under the
Corporation.
2. The water charges for quantity of water to be supplied to the Consumer will come into
effect from the date when the water connection is made to the area/premises handed over
to the Consumer.
3. The minimum quantity of consumption of water will be presumed to be 05 Kilo-litres per
day. The measurement of water will be done at the intake point. The measurement of
quantity of water supplied will be checked up jointly by the Consumer and the
representative of the Corporation at least once in every month. The measuring instruments
shall be installed by the Consumer at his own cost and shall remain exclusively under the
monitoring of the Corporation.

4. The supplied water is purely for industrial use and not fit for human consumption. The Consumer should install necessary treatment plant for getting the same purified and fit for human consumption or any other improvement as may be required by the Consumer.
 5. The Interest Free **Security Deposit** amounting to Rs./- (Rupees received by the Corporation from the Consumer shall be liquidated/adjusted against the unpaid due and/or the expenses borne by the Corporation in respect of works committed which otherwise was/were a duty/responsibility on the part of the Consumer. The deficit amount if any, shall be paid by the Consumer immediately on demand.
- A. General condition to be made applicable to any Industry / Consumer under consideration:**
- A.1. The availability of water may be interrupted temporarily for doing repairs or for such other works undertaken by the Corporation and such interruption shall not ordinarily exceed thirty days. No claim by the Consumer may be preferred against the Corporation for such fluctuation in the discharge or zero discharge.
 - A.2. The quantity of water indicated herein is based on the requirement of water put up by the Consumer in the formal application for water supply. In future, if it is found by computation as based on existing methodology or otherwise that the consumption of water is more than as indicated herein, charges for such enhanced quantity of water so assessed, shall become payable to the Corporation by the Consumer.
 - A.3. The Consumer will install a Indian Standard Institute approved water meter near the point of intake to measure the quantity of water pumped in. If the quantity of water exceeds the quantity mentioned in this Agreement, the Consumer will have to pay the bill based on actual consumption of water as per meter reading.
 - A.4. Water Consumption Bills shall usually be drawn as per the exact meter reading. The meters have to be checked at regular/monthly intervals. Immediate measures have to be taken for repairing/ replacement of defective meters at the cost of the Consumer. During the period when the meters are not in proper order, Bills shall be drawn taking into consideration the highest quantity of consumption of water during the immediately preceding four quarters.
 - A.5. The Consumer will have to establish online monitoring system of water inflow based on latest technology available at its own cost as and when the same will be implemented by the Corporation.
 - A.6. The Corporation will not be responsible for any interruption of diminution or stoppage of supply of water due to lockout, strikes, breakdowns of mechanical units or other force majeure or other causes.
 - A.7. If due to any unforeseen reasons, the Corporation is not able to make available the quantity of water as requisitioned, no legal action can be taken against the Corporation.
 - A.8. The Consumer will make sure that the effluents (waste water along with pollutants), be drained in the drainage system or nala or sewerage, in conformity to the latest prescribed effluent quality parameters as prescribed by West Bengal Pollution Control Board and shall make safe for disposal in drain or nala or sewerage and shall not cause the same to be injurious to human and aquatic life. The Water Resources Department as well as

authorities specifically authorised in this regard may get the test checks conducted at regular interval to testify the same as may be deemed fit by them. The installation of equipment or plant needed for this purpose shall be arranged by the Consumer. The Consumer will also have to get clearance from the W.B. Pollution Control Board and submit the report to Departments concerned at regular intervals. The effluent disposal point should be fixed at a suitable point so as to not causing damage or influence the water supply pipeline.

- A.9. The Consumer shall make every endeavour to use the minimum possible water and shall make use of all latest technology to reduce the extant of usage of water.
- A.10. The Consumer is encouraged to make necessary arrangements for rain-water harvesting and make proper use of the same.
- A.11. That the costs required for constructing intake reservoir, pump house/motor, water meter & other allied infrastructure, as per the design/drawing approved by the Corporation, shall be borne by the Consumer. This infrastructure shall be operated and maintained by the Consumer at its own costs & expenses.
- A.12. The Consumer shall pay water charge at the rate fixed by Corporation from time to time. As and when this rate is revised by the Corporation, the Consumer will be required to make payment at the revised rates of water charge. The rate fixed by the Corporation shall be binding on the Consumer. The unpaid bill shall be carried forward till the next quarter ending adding therewith a simple interest @14% on the bill amount. If the bills (both the current and previous quarter) still remain unpaid then a notice of 7 days period shall be given to the Consumer; and in spite of such notice if the Consumer fails to deposit the claimed amount in full, then the concerned Executive Engineer/Division in Charge shall appropriate the due amount from the Security Deposit received from the Consumer and disconnect the water supply line forthwith.. The unpaid/unrecovered amount shall carry a simple interest @14% per annum w.e.f. its due date until the same is paid.
- A.13. That the formal approval of the Corporation on detailed design, drawing & specification of the water harvesting structure, intake reservoir, pump & pump house shall be obtained by the Consumer within the stipulated period as agreed in the land allotment Agreement.
- A.14. The Corporation or any other competent Government Authority will have the right to inspect the infrastructure from time to time and suggest corrective mechanisms for removing the deficiencies, if any. The Consumer will have to undertake the remedial measures, as suggested by the said authority(-ies) at their own expenses.
- A.15. The Consumer shall also obtain forest, environmental and other mandatory clearances, wherever required from the concerned departments/Ministry of the State Government/Government of India.
- A.16. The Consumer will not be allowed to draw additional water than the committed above without specific permission.
- A.17. The Consumer shall utilize the water for the agreed purpose only and will have no right to sublet this water to any other company/firm/institution.
- A.18. The Corporation will have right to review the quantum of water required by the Consumer for its *bona fide* usage, and shall be at liberty to reduce the quantum as requisitioned, so as to optimize the usage of water in the interest of the State.

- A.19. The Consumer shall install appropriate devices to minimise water use consumption and also provide for recycling & conservation of industrial water.
- A.20. That the accounting year shall be from 1st April to 31st March of two consecutive calendar years. The bills for payment of water charges shall be prepared by the Corporation quarterly or monthly basis.
- A.21. The Consumer shall ensure to make payment of the bill within due date, failing which simple interest at the rate of 14% per annum on the bill amount shall be charged over and above the bill amount till the date of payment for whole of the unpaid amount from the due date. If however, any discrepancy or error is found in the bill the same must be intimated to the Corporation within 15 days for necessary rectification, but the payment against the original bill will have to be made within stipulated period. The rectification in the bill, however, may be adjusted in any subsequent bill period after final adjudication by the Corporation.
- A.22. In case of non-payment of water charge for more than two consecutive quarters/ months by the Consumer, the Corporation shall have the right to stop supply of water to the Consumer.
- A.23. That the date of receipt of the bill or the revised bill, as the case may be at Consumer's office, will be treated as the date of receipt from which date the period of 15 days referred to above, would be counted.
- A.24. All disputes and differences, except the matter for which provision has been expressly made in the agreement between the parties arising out of or in connection with this agreement, shall be referred to the Chief Executive Officer of the Corporation for disposal.
- A.25. **This agreement shall remain valid for a period of 11 months/03 years/96 years/..... years w.e.f.** For making a fresh agreement, the Consumer will be required to submit an application to the Corporation at least **02 months** prior to expiry of the existing agreement. The fresh agreement will be executed after reviewing the average actual usage by the Consumer and payment issues. In case, the average utilisation of water **differs for more than 10%, the Consumer will have to submit the justification to the Corporation and the Corporation will revise the allocation of water.**
- A.26. In case the Consumer violates any of the conditions stipulated in this agreement, the Corporation will be free to take decision regarding termination of the agreement.
- A.27. In the event of a change in lessee/licensee of the allotted land/shed/SDF, the water connection accordingly in the name of the new Consumer will have to be made through a fresh application to the Executive Engineer (Civil) or the Division-in-charge of the Industrial Growth Centre to register the connection in his name and after signing the agreement he shall be entitled to the water supply only after permission is granted by the Executive Engineer (Civil) or the Division-in-charge of the Industrial Growth Centre. New connection be released only after previous dues and liabilities towards the Corporation are cleared.
- A.28. If the water is taken by any Consumer without permission from the Corporation, the unauthorized connection will be cut off and water charges will be recovered at four times the rate prescribed for the purpose for the likely quantity consumed as assessed by the Executive Engineer (Civil) or the Division-in-charge of the Industrial Growth Centre from

the date of possession or as may be fixed by the Division-in-charge at his discretion depending on the likely quantity consumed.

- A.29. In case a connection is cut off due to any reason, the reconnection charges shall be payable by the Consumer at the revised rates in force from time to time.
- B. The Executive Engineer or the Division-in-charge of the Industrial Growth Centre appointed by the Corporation shall have power to disconnect the water supply connection to the Consumer between the Consumer's pipe and Corporation water supply main in case of any of the following events:-**
- B.1 If the leakage or any other defects in the Consumer's pipe line is likely to cause loss to the Corporation.
- B.2 If the water is allowed to run waste after the Consumer having been warned by a notice in writing by Executive Engineer or the Division-in-charge of the Industrial Growth Centre not to allow doing so.
- B.3 In the case of broken pipes or fittings causing loss of water which are likely to cause damage to property and a notice to that effect has been given to the Consumer.
- B.4 In the case of refusal to allow the Executive Engineer or the Division-in-charge of the Industrial Growth Centre or his authorized agent(s) to enter on any land or premises for the purpose of inspecting service pipe fittings and other appliances or taking meter readings.
- B.5 If the consumer fails to embed pipes, which are exposed or are lying above the ground surface in a manner approved by the Executive Engineer or the Division-in-charge of the Industrial Growth Centre or to remove pipes from the place which in the opinion of the officer would cause contamination of water supply in each-case within a period of 48 hours from the date of issue of a written notice to him by the Executive Engineer or the Division-in-charge of the Industrial Growth Centre.
- B.6 If a pump or any other contrivance for increasing the supply of water through a pipe be connected in an unauthorized manner to the service pipeline.
- B.7 If the Consumer fails to provide suitable arrangement for the proper disposal of the waste water.
- B.8 If any attempt is made to obtain water supply directly from the connection and by bypassing the meter fixed.
- B.9 If any attempt is made to tamper with the meter in any way.
- B.10 If unauthorized bores are drilled.
- B.11 Obtaining prior approval of the Executive Engineer/Division in Charge, if at any stage any construction is required to be carried out by the Consumer.
- B.12 If found taking/using more quantity of water than the sanctioned quantity as per consent order No. dated
- B.13 On expiry of 07 days' notice issued by the Corporation for payment of any outstanding dues of the Corporation in connection with any plot or shed or other property of the Corporation leased/licensed/held/enjoyed by the Consumer.

IN WITNESS WHEREOF, the parties of this agreement have herein put their respective hands & seals, the day and year of agreement first above written.

Signed, seal & delivered on behalf of
(Name of Consumer)

In presence of

1.

2.

Signed, seal & delivered on behalf of

Executive Engineer, WBIIDC / Division in Charge

In presence of

1.

2.