

महाराष्ट्र MAHARASHTRA

○ 2018 ○

UC 488235



Agreement for Third Party Evaluation of Jalyukta Shivar Abhiyan (JSA) in Amravati District

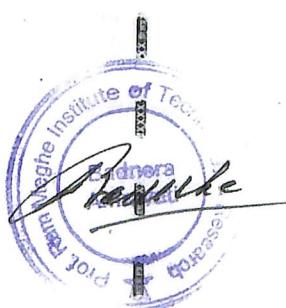
THIS TRIPARTITE AGREEMENT has been made on the 28 th day of September 2018, at Amravati Collector Office BETWEEN Amravati District Administration (hereafter referred to as ADA), through the **District Collector**, Amravati District, Maharashtra.

AND

The Lead Institute, "Prof. Ram Meghe Institute of Technology and Research", through its Technology and Development Cell (TDC) (herein referred to as PRMIT&R)

AND

Indian Institute of Technology Bombay (IITB) situated at Powai, Mumbai through the Technology and Development Solutions Cell (TDSC), part of the Centre for Technology Alternatives for Rural Areas (CTARA) (herein referred to as IITB).



जिल्हा कोषागर अंम्रपाटी
नियुक्त शिवर अभियान



जोडपत्र - १

फक्त प्रतिज्ञाप्राप्ताची

मुद्रांक विक्री नंबरही
अनुक्रमांक 84435 दिनांक 21 SEP 2018

मुद्रांक विक्रत घेण्याचे नाब, R. S. PATIL
पता व सही - Adv. High Court
Vikhroli West
Rachael

मुद्रांक दिलेल्याची सही - (लितिन च. नांजिरेकर)
मुद्रांक दिलेलीचे डिक्री/पता - जंगा झेरोडेकर/ठायरिंग सेटर
दुर्कान नं. ३४, अवाळी मार्केट, कलेक्टर ऑफीस जाबळ,
ठाणे (प.)-६०७.
परदाना मुद्रांक नंबरांक - ९३०९०९०

ज्या कारणालाई नाब दिला गेला त्याची केलत त्यांची
त्याच फारमाहाती युद्धीक चक्रदी केल्यासाठून
द अहिन्दशत वावरणे संघरकारव आहे.

जोडपत्र इमारती १२५ (१)

मुद्रांक दिलेलीचे डिक्री/पता

whereas ADA has empaneled the above two organizations as an agency for conducting a joint third party evaluation and impact assessment of the Jalyukta Shivar Abhiyan in Amravati District as per the terms and conditions, specifications and general conditions of the contract, as attached along with the agreement.

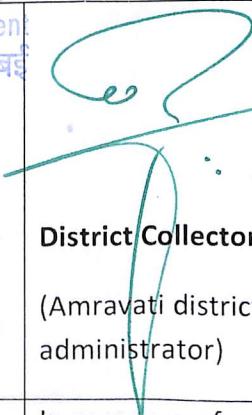
AND whereas the said terms and conditions, specifications as well as the scope of work to be done, as set out in the General Conditions of Agreement have been accepted and signed by PRMIT&R and IITB.

AND whereas PRMIT&R and IITB has agreed to execute the said evaluation jointly, subject to the conditions set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of Agreement in pursuance thereof, the lead institute PRMIT&R in association with IITB shall be soon commencing the evaluation work.

NOW therefore it is hereby agreed as follows:

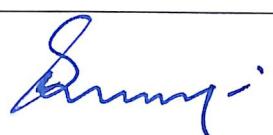
1. In consideration of the payments to be made to PRMIT&R and IITB, as hereinafter provide and agreed to by all the parties, PRMIT&R and IITB shall upon and subject to the said condition execute and complete the contract.
2. ADA shall pay PRMIT&R and IITB such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The scope of work shall be according to the terms and conditions of this contract.
4. The said conditions and appendix thereto shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and perform this agreement on their parts respectively in such conditions contained.
5. Amendments to this contract may be made in writing based on mutual agreement.
6. The several parts of this contract have been read to us and fully understood by us.

IN WITNESS WHEREOF the parties hereto have set their respective hands the day and the year herein above written.

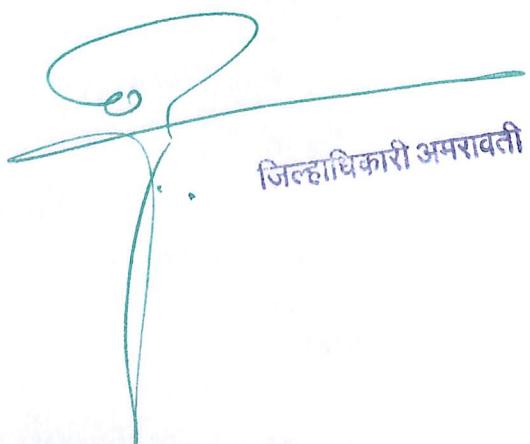
 Principal Prof. Ram Meghe (On behalf of T & D Cell, PRMIT&R) Amravati	<p>संकायाव्यवस्था, रोष एवं विकास Dean, Research and Development कृते निदेशक, आय आय टी मुंबई^१ For Director, IIT Bombay</p> <p> Dean (R&D) (On behalf of IIT Bombay)</p>	 District Collector (Amravati district administrator)
In presence of	In presence of	In presence of



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1.  Dr. N. W. Kulkarni	 1. Prof. Purushottam Kulkarni TDSC, CTARA, IIT BOMBAY	1.  Anuradha DSAO Amravati
2. Dr P. S. PAIGADE	 2. Prof. Om Damani • TDSC, CTARA, IIT BOMBAY	2.  Sunny




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GENERAL CONDITIONS OF THIS AGREEMENT

ARTICLE-1

1 Definition of terms

In this Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise

- 1.1 The "**Contract**" shall mean this tripartite agreement between the ADA, PRMIT&R and IITB, duly signed by the parties to this agreement, through their authorized representatives, for the execution of the work as described in the scope of work of this document and all terms and conditions mentioned herein after
- 1.2 "**PRMIT&R and IITB**" shall mean the person or persons, the firm or company whose application for execution of work has been accepted by the ADA and includes the legal representatives, his successors and permitted assignees of respective organizations
- 1.3 The "**Empanelment**" shall mean enlistment of PRMIT&R and IITB for a limited period of 1 (one) year, extendable at the end of the empanelment period at the discretion of the ADA, for conducting a third party evaluation of the Jalyukta Shivar scheme in Amravati district
- 1.4 The "**ADA**" shall mean the Amravati District Administration with its premises located at Amravati city and shall include its authorized representatives, successors and assignees
- 1.5 The "**Letter of Empanelment**" shall mean an official intimation from ADA to empaneled agencies
- 1.6 The "**Work**" shall mean and include all works to be executed, all items and things to be provided/done and services and activities to be performed by PRMIT&R and IITB in accordance with this contract
- 1.7 The "**Standard Terms and Conditions**" shall mean the terms as contained under Article 8 hereof which terms shall govern the relationship hereunder and shall, in the event of conflict or dispute, supersede and take precedence over all other Articles of this agreement.



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ARTICLE-2

2 Background on Jalyukta Shivar Abhiyan and its implementation in Amravati District

- 2.1 Jalyukta Shivar Abhiyan (hereinafter referred to as JSA) is a flagship program of Government of Maharashtra to provide long term and sustainable solutions to the water scarcity and unreliability problem faced by rural communities. The program develops a planning-based integrated framework to address both drinking water and irrigation water demands of communities.
- 2.2 The program is implemented at the taluka level and is coordinated at the district level by the District Collector, who is also the Nodal officer. The overall implementation is overseen by the Superintending Agricultural Officer (SAO), the taluka-level staff under him/her, and other departments such as Agriculture department, Forest department, Rural water Supply (RWS), Minor Irrigation (MI) (Water Conservation department (WC) and Zilla Parishad (ZP)), Groundwater Surveys and Development Agency (GSDA).
- 2.3 JSA is implemented in the following stages, broadly:
- Survey of regional and local water infrastructure and use across district
 - Regional planning and selection of villages
 - Village-level water budget and infrastructure/intervention planning
 - Increasing awareness and community ownership
 - Design and implementation of planned interventions
- 2.4 The intended outcomes at the village-level are: drinking water security, groundwater improvement, increased cropping area and reduced uncertainty
- 2.5 Interventions include building and repairing of civil structures, continuous contour trenching (CCT), and agricultural interventions (e.g., drip irrigation, horticulture plots, terracing etc.).

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ARTICLE-3

3 Scope of Work

3.1 The evaluation of JSA works in Amravati district shall involve evaluation of all works already completed under the JSA program in Amravati District during 2016-17 and 2017-18; as the case may be. A list of villages is provided in the Appendix. This evaluation shall be conducted in all JSA villages in Amravati district that have at least one intervention planned or constructed, where interventions refer to any of the types of work like: CNB, ENB, pukka bunds, K.T. bunds, farm ponds, village ponds, recharge ponds, forest ponds, gabion and sub-surface bunds, excluding area treatment works located within the farmland where the crops are standing.

The evaluation team shall visit each village as the list provided and perform following tasks:

- Shall record locations and current status of JSA interventions in the village
- Record status of structures using photographs
- Make an engineering assessment of each structure
- Perform a rapid assessment of JSA village plan and record major deviations from the planning process
- Interact with direct beneficiaries for assessing the benefits of executed water conservation work
- For structures which are numerous and spread over an area, such as LBS, terracing etc., if any to be assessed; a sampling based approach will be followed.

3.2 The intended outcome of the evaluation of the JSA work for the year 2016-17 and 2017-18 shall be:

- Assessment of the program implementation
- Data collection and GIS support for planning and monitoring
- Technical evaluation report of interventions
- Overall perception of the people from the villages/ direct beneficiaries about the process and conduct in JSA.

3.3 The PRMIT&R and IITB shall create a GIS map of all JSA interventions visited in Amravati district

3.4 At the end of the project, PRMIT&R and IITB shall provide ADA the following;

1. Data collection tool and GIS based background support for planning and monitoring
2. The evaluation taluka report including;
 - i. Executive summary
 - ii. Introduction
 - iii. Assessment methodology
 - iv. Work details and summary of taluka expenditure

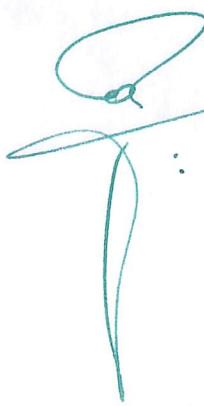


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- v. Findings and
 - vi. Village level report
 - vii. Annexures of data collected, templates and formats used
- 3.5 PRMIT&R and IITB shall not disclose any information, findings, documents or reports without prior permission of ADA.
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ARTICLE-4

4 Timeline

- 4.1 PRMIT&R and IITB will complete the stipulated work over a period of One (1) year from signing of agreement. Any changes to the timeline will be decided mutually by ADA, PRMIT&R and IITB.
 - 4.2 ADA shall make available all the necessary documents well in advance before the commencement of evaluation work. PRMIT&R and IITB shall not be responsible for any delay on account of absence of data or unavailability of respective executing agency at village level.
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A large, stylized handwritten signature in black ink, appearing to read "J. D. Patil".



ARTICLE-5

5 Roles and responsibility of PRMIT&R and IITB

As mutually agreed by the parties, below are the roles and responsibility of PRMIT&R and IITB

5.1 Roles and responsibility of PRMIT&R

PRMIT&R will execute this said assessment project through the Technology and Development Cell (TDC) established under the support of Unnat Maharashtra Abhiyan (UMA).

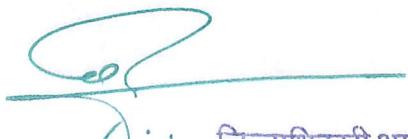
1. For the execution of JSA, TDC at PRMIT&R will employ full time project staff (4-5 project engineers), at least one faculty in-charge and also garner additional capacity via students.
2. The said project staff, under supervision of an Institute faculty will execute the project such as, collection of data and collection tools, arranging field visits, analysis of data and report preparation/submission etc. other than the mentioned any step which is required to complete the project successfully within desired time.
3. PRMIT&R and IITB will jointly develop an assessment methodology for the project, which as and when required will be agreed upon by both parties and updated.
4. Project staff of TDC, PRMIT&R will independently undertake 90% assessment work, while co-assessment for 10% of assessment work across the Amravati district with TDSC, IITB as will be agreed by both the parties. Note that the assessment work covers and is not restricted to design of methodology, field visits, data analysis and reporting, etc.

Roles and responsibility of IITB

TDSC, IITB will provide handholding support to PRMIT&R for the JSA assessment project. In particular, the following support will be provided,

1. Training for the assessment for all sample interventions with sharing of current the assessment methodology
 2. Developing and verification of all processes, methodologies, data collection tools etc. to be used for assessment Co-assessment for 10% of works as per the number of works as maybe mutually agreed between PRMIT&R and IITB officials.
 3. Guidance and oversee of the final taluka reports with payment letters
 4. Any other guidance required for execution of the project based on mutual agreement in writing.
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ARTICLE-6

6 Support provided by ADA

- 6.1 The support is expected from ADA and agencies e.g., Agriculture department, Forest department, Rural water Supply (RWS), Minor Irrigation (MI) (Water Conservation department (WC) and Zilla Parishad (ZP), Groundwater Surveys and Development Agency (GSDA) etc. with the list of contact numbers and email address of JSA officers (such as DSAO, all taluka TAOs, RFO, Forest guard and supervisor, Junior Engineer etc.) and implementers
- 6.2 Access to program documents
- Original Jalyukta Shivar Abhiyan Village Plan and modified, if any for the year for selected villages JSA
 - Final expenditure report for the year for the village Single Map (revenue map) showing location of interventions and revenue maps,
 - Gat No.-wise (Survey plot No.-wise) list of all works done under Jalyukta Shivar Abhiyan,
 - Financial documents of the proposed, ongoing and implemented interventions, (Estimates, Measurement books),
 - Tanker-fed list of villages, Cop-sowing report for past 2-4 years,
 - Technical design document of the implemented interventions and any other documents required at later stages of the project such as any guidelines/norms of the department

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ARTICLE 7

7 Rates of service charges and terms of payment

- 7.1 The charges for conducting a third party assessment of the JSA program implementation in Amravati district shall be **0.54% plus applicable GST**; of the total JSA expenditure for respective year.
- 7.2 As per the present status of JSA implementation in Amravati District, the expenditure on JSA work amounts to Rs. 138. 62 crore for the year 2016-17 and Rs. 92.48 crore for the year 2017-18. Accordingly, the third party evaluation at 0.54% charges will be **Rs. 7485480 + GST for year 2016-17 and Rs. 4993920 + GST for year 2017-18, for a total of Rs. 124, 79,400 + GST**.
- 7.3 Financial arrangements between PRMIT&R and IITB
TDSC CTARA-IITB will charge for the service and support to PRMIT&R for the planning and execution of the project to fulfill the clause 5.2 of this agreement. The amount payable to IITB will be 20% of the total amount for the assessment (20% on 0.54% of third party evaluation charges). PRMIT&R will receive and handle all payments from ADA. As per the clause 7.2 of this agreement, assessment charges for all works will receive the total of Rs. 124,79,400 + GST from ADA, out of which **TDSC CTARA-IITB will receive Rs. 24,95,880 + GST from PRMIT&R**. Funds will be released by PRMITR to IITB within 30 days of receiving it from ADA.
- 7.4 This amount is subjected to revision as per the revision of the total JSA scope and budget of the program. The payment shall be made by ADA in installments based on the periodic evaluation reports for the completed works, as shown below;

S. No.	Installment	Stage	Amount
1.	Initial Installment	On signing of Agreement	25 % of the total amount
2.	Intermediate Installment	After four months , subsequent to an interim report and the review meeting and presentation	25 % of the total amount
3	Final Installment	On Submission of Final Report	Remaining Payment (50 % of the total amount)

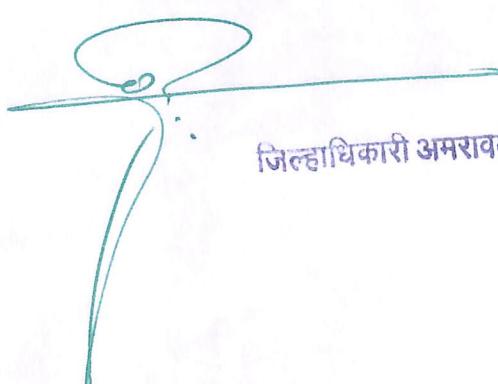


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7.5 The final installment will be paid after the final evaluation report is submitted by PRMIT&R and IITB to ADA

7.6 Payment will be done only according to the actual expenditure on JSA programme.

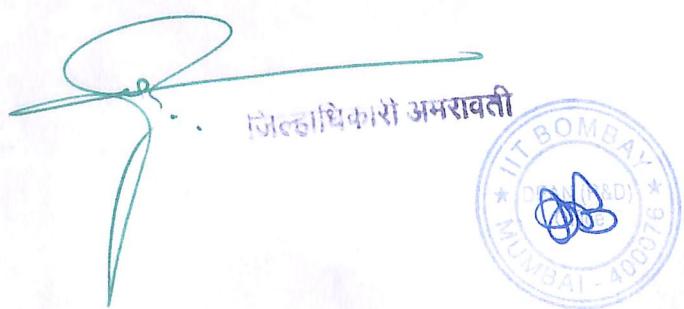

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ARTICLE 8

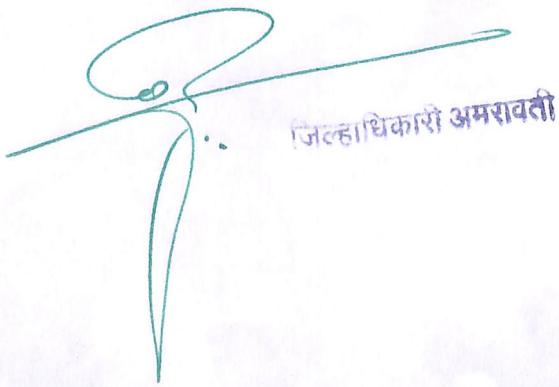
8 IITB and PRMIT&R Standard Terms and Conditions

- 8.1 DECLARATION: All work undertaken by IITB / PRMIT&R as part of the project will be in good faith and based on material / data / other relevant information given by the Client requesting for the work.
- 8.2 CONFIDENTIALITY: Due care will be taken by IITB/ PRMIT&R to maintain confidentiality and discretion regarding confidential information received from the Client, including but not limited to results and reports.
- 8.3 REPORTS: Any test or other consultancy report given by IITB / PRMIT&R will be based on work performed according to available standards and / or open domain literature. In any event, this report may not be construed as a legal document, certificate or endorsement and may not be used for marketing of the products or processes, without prior consent from IITB / PRMIT&R. The institute reserves the right to retain one copy of the report and use the results of the project for its internal teaching and research purposes.
- 8.4 WORK PERFORMANCE: Every effort will be made to complete the specified work according to the planned time schedule. However, IITB / PRMIT&R will not be held responsible for delays caused beyond its reasonable control.
- 8.5 CONFLICT OF INTEREST: IITB / PRMIT&R may take up work for other clients also in the same area, provided, to the best of the institute's knowledge, there is no conflict of interest in undertaking such projects.
- 8.6 TERMINATION: The project work may be terminated by any of the three parties by giving the other parties a notice period of 30 days. However, all parties will meet any residual obligations in connection with the project.
- 8.7 LIABILITY: IITB / PRMIT&R shall not be held liable for any loss, damage, delay or failure of performance, resulting directly or indirectly from any cause, which is beyond its reasonable control (Force Majeure). The liability of PRMIT&R and IITB shall be limited to the funds received for the project.
- 8.8 INTELLECTUAL PROPERTY RIGHTS: All rights pertaining to any intellectual property generated / created / invented in the due course of the project, will be the joint property of IITB, PRMIT&R and ADA. Terms and conditions regarding transferring / assigning / selling these rights to the client shall be governed by a separate written and agreed to document if required.



- 8.9 RESOLUTION OF DISPUTES: Any disputes arising out of the project shall be amicably settled by all the three organizations. Any unsettled disputes may be subject to resolution as per the Indian Arbitration and Conciliation Act 1996.
- 8.10 DISCLAIMER: The report on the consultancy project is the technical opinion of the individual faculty member, based on his expertise in the particular area of research and NOT the views of IITB or PRMIT&R.

The above terms and conditions will apply to all projects taken up by IIT Bombay/ PRMIT&R, unless otherwise mutually agreed to in a separate document.



ज्यांत हाथिकारी अमरावती

A large, stylized signature in black ink followed by the name "ज्यांत हाथिकारी अमरावती" in blue ink.

Tripartite Agreement for third party assessment of JSY work in Amravati
District for the year 2016-17 & 2017-18

Modifications in terms and conditions

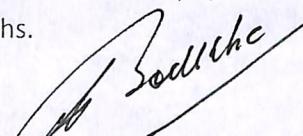
With reference to the meeting held on 24/10/2018 at the office of the district collector Amravati in presence of Dy collector EGS, Agricultural officer, District Superintending Agricultural office, Amravati and Secretary, Technology and dev Cell, Prof. Ram Meghe Instt of Technology & Research, Amravati, following modifications in the terms / articles in the tripartite agreement are herewith made on mutual consensus. As the representative of CTARA, IIT Bombay could not make it to attend the meeting, their consent was verbally obtained on phone.

Article 3.1 : 'Farm Pond' should be excluded from the list of structures to be evaluated.

Article 4.0 : The timeline of the project: Instead of the project timeline of one year, following modifications is to be made a) four months from the date of signing the agreement for JSY work for year 2016-17 and further three months for the year 2017-18 (Total Seven Months)

Article 7.4 : Terms of payment: Modified payment terms instead of issuing an advance shall be as per the following:

1. 10 % of the amount of total service charge for 2016-17 and 2017-18 to be paid on submission of first progress report after training activity by IIT team is completed
2. Further 10 % of the amount of total service charge for 2016-17 and 2017-18 to be paid on submission of every monthly progress report for two subsequent months.
3. Final Payment of 2016-17 on submission of final report for 2016-17; after four months.
4. Balance payment of 2017-18 on submission of final report for 2017-18 after seven months.


Principal
Principal
Prof. Ram Meghe Institute of
Technology and Research
(on behalf of T & D Cell, PRMITR)
Badnera - Amravati

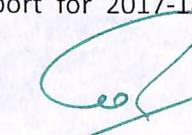
Witness 1. Name & Sign -----

P. N. W. Kale


P.S. Patil

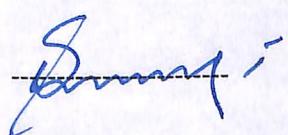
Witness 2. Name & Sign -----

P. S. PAJGADE


District Collector

Amravati
Wtness 1. Name & Sign -----


Amravati
Wtness 1. Name & Sign -----


Witness 2. Name & Sign -----

