

महाराष्ट्र MAHARASHTRA

2015

NB 096578



Agreement for Third Party Evaluation of Jalyukta Shivar Abhiyan in Palghar District

जिल्हा कोलगाड कार्यालय,
ठाणे.
- 4 NOV 2015
मुद्रांक प्रमुख लिपी/तिरिका

THIS AGREEMENT has been made on the 4th day of December, 2015 at Palghar Collector Office BETWEEN Palghar District Administration (hereinafter referred to as PDA), through the District Collector, Palghar District, Maharashtra.

AND the 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)

AND whereas PDA has empanelled an agency for conducting a third party evaluation and impact assessment of the Jalyukta Shivar Abhiyan in Palghar district as per the terms and conditions, specifications and general conditions of the contract, as attached along with this 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 the contract, have been accepted and signed by IITB.

AND whereas IITB has agreed to execute, upon and subject to the condition set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of the Contract.

AND whereas in pursuance thereof IITB has commenced the work with effect from October 1, 2015.

Dean, Research and Development
IITB


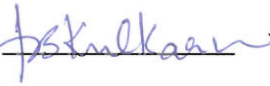
NOW therefore it is hereby agreed as follows:

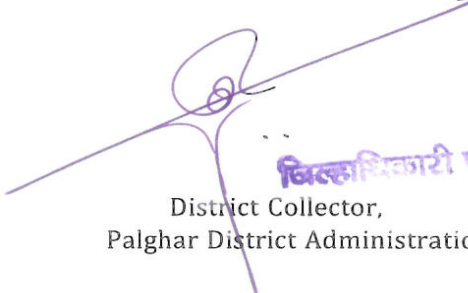
1. In consideration of the payments to be made to IITB, as hereinafter provide and agreed to by both the parties, IITB shall upon and subject to the said condition execute and complete the contract.
2. PDA shall pay IITB such sums as shall become payable hereunder at the time and in the manner specified 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 constructed 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.




संकायाध्यक्ष, शोध एवं विकास
Dean Research and Development
(On behalf of IITB)
For Director, IITB

In the presence of:

1. 
2. 


जिल्हाधिकारी पालघर
District Collector,
Palghar District Administration

In the presence of:

1. 
District Superintending Agriculture Officer
Palghar
2. 
जिल्हाधिकारी
(मगाराप्रारोहयो) पालघर

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:

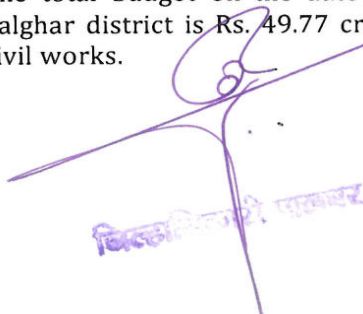
- 1.1 The "**Contract**" shall mean this agreement between the PDA and IITB, duly signed by the parties to this Agreement, through their authorized representatives, for the execution of the work as described in the Scope of Work of this document and all terms and conditions mentioned herein after.
- 1.2 "**IITB**" shall mean the person or persons, the firm or company whose application for execution of work has been accepted by the PDA and includes IITB's legal representatives, his successors and permitted assignees.
- 1.3 The "**Empanelment**" shall mean enlistment of IITB for a limited period of 1 (one) year, extendable at the end of the empanelment period at the discretion of the PDA, for conducting a third party evaluation of the Jalyukta Shivar scheme in Palghar district.
- 1.4 The "PDA" shall mean the Palghar District Administration with its premises located at Palghar city and shall include its authorized representatives, successors and assignees.

- 1.5 The "Letter of Empanelment" shall mean an official intimation from PDA to empanelled 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 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.

ARTICLE-2

2. Background on Jalyukta Shivar Abhiyan and its implementation in Palghar 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 GSDA, ZP, MI, Forest, MI (Local Sector) and RWS.
- 2.3 The JSA program culminates in a village-specific micro-planning with a focus on balancing the local water budget through implementation of water conservation interventions.
- 2.4 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
- 2.5 The intended outcomes at the village-level are: drinking water security, groundwater improvement, increased cropping area and reduced uncertainty
- 2.6 Interventions include building and repairing of civil structures, continuous contour trenching (CCT), and agricultural interventions (e.g., drip irrigation, horticulture plots, terracing etc.).
- 2.7 Government of Maharashtra has targeted to make 5,000 critical villages drought free in Phase 1, i.e., by the end of March 2016.
- 2.8 In Palghar district, 50 villages in 8 talukas have been selected for Phase 1 of the JSA program.
- 2.9 The total budget on the date of signing of this agreement for JSA activities undertaken in Palghar district is Rs. 49.77 crore, a major portion of which (Rs. 31.40 crores) is planned for civil works.



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ARTICLE-3

3. Scope of Work

3.1 The scope of work is divided into two areas:

- **Part A:** Assessment of all civil works planned, under construction or already completed under the JSA program in Palghar district
- **Part B:** Evaluation of the implementation of the various stages of the JSA program in Palghar district

3.2 Civil works refers to any of the following types of works: concrete nala bunds, earthen nala bund, pakka bunds, KT bunds, farm ponds, village ponds, recharge ponds, forest ponds, gabion and subsurface bunds, bore casting, jack-wells, and tanks etc.

3.3 **Part A** shall be conducted by IITB in all JSA villages in Palghar District that have at least one civil work planned or constructed. The list of villages in which Part A shall be conducted will be referred to as List A.

3.4 Villages in List A shall be mutually decided upon by PDA and IITB based on a village wise list provided by PDA of all planned and constructed JSA interventions. PDA expects that the list of works under JSA will expand. IITB will cover the additional works at a cost of 0.95% of actual expenditure done on the expanded work.

3.5 For List A villages, IITB shall be given access to each village's detailed JSA plan, consisting of the dimensions and/or relevant design details of each of the planned and constructed civil works

3.6 Number of field Engineers as per requirement from IITB shall visit each village in List A and complete the following tasks:

- Record location and current status of the JSA civil works in the village*
- Take a photograph of each structure
- Take measurements and make an engineering assessment of each structure
- For cement/concrete structures under construction, record the concrete mix being used
- Make a rapid assessment of the JSA village plan and record major deviations from the JSA plan

* *For structures which are numerous, such as loose boulder structures, terracing and old paddy repairs, inspect a statistic sample of the same*

3.7 For the fourteen (14) large bunds planned in Palghar district, The IITB shall conduct a detailed assessment of the location, suitability, utility, structural soundness and progress of each structure.

3.8 IITB shall compile data, photos and observations collected by field engineers at each village and for each civil works structure visited in a database.

3.9 The IITB shall create a GIS map of all JSA civil structures visited in Palghar district.

3.10 **Part B** shall be conducted by IITB in a sample set of JSA villages in Palghar District. Villages in List A shall be mutually decided upon by PDA and IITB based on a village wise list provided by PDA of all planned and constructed JSA interventions. The list of villages in which Part B shall be conducted will be referred to as List B.


मुळाव्या, शोध व विकास
Research and Development
कृते निदेशक, राज राज
For Dir. (R&D)


विभागाचे सहायक

3.11 For villages in List B, IITB will conduct a study and evaluation of all stages of the implementation of the JSA scheme, listed in Article-1.

3.12 At the end of the project, IITB shall provide PDA the following:

- Success indicators and methodology to assess implementation of the program
- Data collection tool and GIS based background support for planning and monitoring
- Web interface for effective monitoring of the audit and data sharing
- Technical evaluation report of civil structures
- Impact assessment report and recommendation for future planning
- Overall opinion on the process and conduct of JSA in Palghar district

3.13 IITB shall not disclose any information, findings, documents or reports without prior permission of PDA.

ARTICLE-4

4. Timeline

4.1 IITB will complete the stipulated work over a period of one year from signing of agreement. Any changes to the timeline will be decided mutually by PDA and IITB.

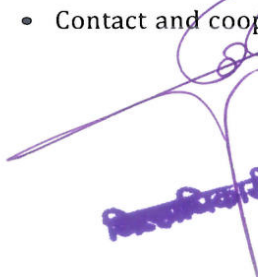
4.2 Impact assessment will be conducted post-monsoon 2016 for a sample set of works. The exact timeline of the impact assessment and the list of sample works will be decided mutually by PDA and IITB.

ARTICLE-5

5. Support provided by PDA

5.1 The following support is expected from PDA and agencies (e.g., Agriculture department, Forest department, Minor Irrigation, Water Conservation department, Groundwater Surveys and Development Agency (GSDA) etc.):

- Access to program documents - village level JSA plans and revenue maps, financial documents of the proposed, ongoing and implemented interventions, technical design document of the proposed, ongoing and implemented interventions, Current planning and implementation status document, any other documents required at later stages of the project
- GIS layers, relevant village-level, taluka-level and district-level datasets which is deemed useful for the effective design of JSA
- Contact and cooperation of JSA officers and implementers


निर्देशिकाची फातर


संशोधन, शोध एवं विकास
Research and Development
कुल निदेशक, जारा याग टी मुंबई
For Director, IIT Uanbay

ARTICLE-6

6. Rates of service charges and terms of payment

6.1 The charges for conducting a third party assessment of the JSA program implementation in Palghar district shall be 0.95% of the total JSA planned budget for the currently 50 villages of Palghar district for 2015-16

6.2 As of the planned status of JSA program of Palghar district on the date of signing of this agreement, this amount stands at Rs. 47,28,000/- (0.95% of total planned budget of Rs. 49,77,00,000/-)

6.3 This amount is subjected to revision as per the revision of the total JSA scope and budget of the program for the current 50 villages of Palghar district for 2015-16. The revised timeline will also be mutually agreed between the parties.

6.4 The payment shall be made by PDA in installments based on the periodic evaluation reports for the completed works. Each report will assess works of minimum Rs. 5 crore.

6.5 The advance payment, if any, on signing of the agreement will be at the discretion of PDA.

6.6 IITB will begin evaluation of the civil works already completed till date on signing of this agreement. The payment for the same will be released within a period of two weeks after submission of evaluation report by IITB to PDA.

6.7 Thereafter the remaining amount will be paid in periodic installments till the completion of the evaluation.

6.8 The final installment will be paid after the final evaluation report is submitted by IITB to PDA.

6.9 Payment of evaluation will be done only according to the actual expenditure on JSA programme.

ARTICLE-7

7. Tentative list of JSA villages

The table below lists the villages currently selected for works under JSA in Palghar district.

No.	Taluka	Village name
1	Palghar	Umroli
2		Kosbad
3		Kharshet
4		Waksai
5	Vasai	Bhatpada
6		Poman
7		Aadne
8		Bhinar
9	Dahanu	Jamshet
10		Shisne
11		Charipavan
12		Ganjad
13	Talasari	Dolarapada
14		Karajgaon
15		Upalat
16		Wasa
17	Wada	Hamarapur
18		Gorhe
19		Ujjain

No.	Taluka	Village name
20	Wada	Tuse
21		Galtare
22		Sakhare
23	Vikramgarh	Uprale
24		Utavali
25		Khoste
26		Kasatavadi
27	Jawhar	Juni Jawhar
28		Kashivali
29		Dengachimet
30		Sarsun
31		Malghar
32		Dadar Kopara
33		Nyahale
34		Raitale
35		Dhanoshi
36		Jhambulmatha

No.	Taluka	Village name
37	Mokhada	Beriste
38		Aase
39		Chas
40		Dhamani
41		Suryamal
42		Dolhare
43		Brhmangao
44		Khoch
45		Kiniste
46		Karegao
47		Nilamati
48		Poshera
49		Udhle
50		Jogalwadi

RESEARCH AND DEVELOPMENT
CENTRE FOR RURAL
EXTENSION

RESEARCH AND DEVELOPMENT
CENTRE FOR RURAL
EXTENSION

ARTICLE-8

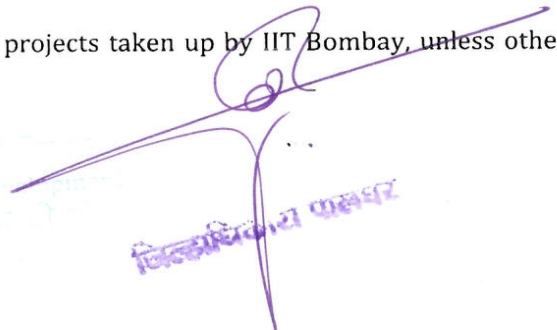
8. IITB Standard Terms and Conditions

- 8.1 **DECLARATION:** All work undertaken by IITB 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 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 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. 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 will not be held responsible for delays caused beyond its reasonable control.
- 8.5 **CONFLICT OF INTEREST:** IITB 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 either party by giving the other party a notice period of 30 days. However, both parties will meet any residual obligations in connection with the project.
- 8.7 **LIABILITY:** IITB 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 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 and the Client. 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 both the 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 IIT Bombay.

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



Dean, Research and
कृते निदेशक, शोध
For Chair


विश्वविद्यालय