



महाराष्ट्र MAHARASHTRA जिल्हा कोषागार कार्यालय, 19 DEC 2015

NF 820497



ठाणे  
19 DEC 2015  
गुंदांक प्रमुख लिपीक / लिपीक  
19/12/2015

## Agreement for a feasibility analysis of augmentation options for four underperforming Rural Regional schemes in Thane District

THIS AGREEMENT has been made on the 25<sup>th</sup> day of December, 2015 at the Thane Parishad office

BETWEEN Thane Zilla Parishad (hereinafter referred to as TZP), through the Chief Executive Officer, Thane Zilla Parishad, 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 Technical Alternatives for Rural Areas (CTARA) (herein referred to as IITB)

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AND whereas TZP has empanelled an agency for conducting a feasibility analysis of augmentation options for four underperforming rural regional schemes (Vajreshwari, Pachapur, Pise Dhamangaon and Aghai) 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.

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. TZP 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.

This is a Colour Xerox.

*Salek*

1.1.2016

Dean Research and Development  
(On behalf of IITB)  
For Director, IIT Bombay

In the presence of:

1. *J. Kulkarni*
2. *Padma Satish*

*M. Patel*

Executive Engineer  
District Chief Executive Officer,  
Thane Zilla Parishad Thane

In the presence of:

1. *U. J. Phuldar*
2. *H. A. Kadam*  
J.E. *Phuldar*  
28/12/15

*M. Patel*  
28/12/15

## 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 TZP 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 TZP 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 3 (three) months, extendable at the end of the empanelment period at the discretion of the TZP, for conducting a feasibility analysis of the augmentation of four RR schemes in Thane district.
- 1.4 The "**TZP**" shall mean the Thane Zilla Parishad with its premises located in Thane and shall include its authorized representatives, successors and assignees.
- 1.5 The "**Letter of Empanelment**" shall mean an official intimation from TZP 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 7 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

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#### 2. Background

- 2.1 Thane Zilla Parishad (TZP) has signed a Memorandum of Understanding (MoU) with the Centre for Technology Alternatives for Rural Areas (CTARA) at IIT Bombay to facilitate collaboration on projects of mutual interest.
- 2.2 Under the said MOU, TZP and IITB have agreed on an engagement in which IITB will provide recommendations to the TZP's Rural Water Supply (RWS) department to revive four underperforming Rural Regional (RR) piped water supply schemes in the district.
- 2.3 The RWS department has selected the four schemes for this project. The selected schemes are: (1) Vajreshwari (2) Pachapur (3) Pise Dhamangaon and (4) Aghai. These schemes face one or both of the following challenges.
  - Scheme is not functional across all habitations that were intended to be covered by it
  - In habitations where it is functional, the scheme is unable to fully meet current demand
- 2.4 Thane Zilla Parishad (ZP) is planning for the augmentation of these schemes, and is considering options to increase the service levels to match current demand. Technology and Development

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Solutions Cell (TDSC) at the Centre for Technology Alternatives for Rural Areas (CTARA) at IIT Bombay will conduct an assessment of these schemes and compare design options for augmentation, based on the objectives of Thane ZP.

2.5 IITB's methodology for each RR will entail the steps below:

- Step 1: Background documentation and problem definition
- Step 2: Establishing current status
- Step 3: Review of design options
- Step 4: Ensuring operational and financial sustainability

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### ARTICLE-3

#### 3. Scope of Work

3.1 Based on earlier interactions with TZP RWS and TDSC's field experience, the following scope of work has been agreed upon for each RR scheme:

- i. Current status assessment of scheme and problem areas
- ii. Recommendations for augmentation based on key parameters (capital and O&M costs, source sustainability, socio-economic considerations)
- iii. Design calculations and cost estimation of all major components (based on MJP's Schedule of Rates):
  - Head works
  - Raw water pumping machinery and rising main
  - Water treatment plant
  - Pure water pumping machinery and rising main
  - MBR
  - Transmission main
  - ESRs
  - Piping for rising main and transmission network

3.2 The recommendations will include the water supply systems design components and a socio-economic analysis as above. It will not include the water supply works component i.e. detailed/itemized cost estimates of works for the scheme.

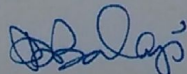
3.3 IITB shall not disclose any information, findings, documents or reports without prior permission of TZP.

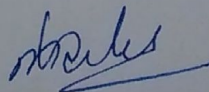
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### ARTICLE-4

#### 4. Timeline

4.1 IITB will complete the stipulated work over a period of 3 (three) months from signing of agreement. Any changes to the timeline will be decided mutually by TZP and IITB.



  
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## ARTICLE-5

### 5. Support provided by TZP

5.1 The following support is expected from TZP and agencies (e.g., Rural Water Supply, Minor Irrigation, etc.):

- Access to documents - DPRs for the scheme, Operating cost record (electricity bill, establishment cost, chemical cost, maintenance and repair cost), Financial cost recovery document, tenders if any.
- Existing network map with elevation and component sizing details. Schedule of operations. Access to stakeholders
- Contact and cooperation of ZP officers and implementing agencies
- Elevation survey data for RR scheme (If available)
- Reservoir operation and reservation data for respective source in individual RR scheme
- Letter authorizing TDSC to collect household data, house connection data and tariff and recovery records from GP offices.

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## ARTICLE-6

### 6. Rates of service charges and terms of payment

6.1 The charges for conducting a feasibility analysis of the augmentation options for the four selected RR schemes is Rs. 2,00,000 (Rs. 2 lakh).

6.2 This amount will cover the costs of performing the services under this agreement and includes the cost of equipment hire, salary, travel and accommodation and all other overhead costs to the consultant.

6.3 The payment shall be made in two installments of Rs. 1,00,000 (1 lakh). The first installment shall be made within two weeks of submission by IITB of an interim report, and the second installment shall be made within two weeks of the final report.

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## ARTICLE-7

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### 7. IITB Standard Terms and Conditions

7.1 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.

7.2 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.

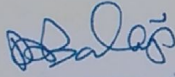
7.3 REPORTS: Any test or other consultancy report given by IITB will be based on work performed according to available standards and / or open domain literature. In any event, this report may not be construed as a legal document, certificate or endorsement and may not be used for marketing of the products 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

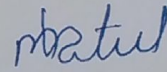
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teaching and research purposes.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11  
The above terms and conditions will apply to all projects taken up by IIT Bombay, unless otherwise mutually agreed to in a separate document.

  
सकायाध्यक्ष, शोध एवं विकास  
Dean, Research and Development  
कृते निदेशक, आय आय टी मुंबई  
For Director, IIT Bombay

  
Executive Engineer  
Water Supply  
Zilla Parishad Thane

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