



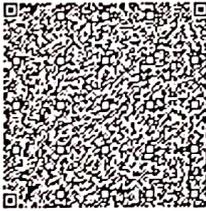
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Description of Document : Article 5 General Agreement
Property Description : Not Applicable
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First Party : NATIONAL INSTITUTE OF URBAN AFFAIRS NEW DELHI
Second Party : SOUTH ASIAN INSTITUTE FOR ADVANCED RESEARCH AND DEVELOPMENT KOLKATA
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Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Agreement for Short Term Assignment

Between

National Institute of Urban Affairs, New Delhi

(hereinafter called "NIUA")

Represented by Hitesh Vaidya, Director, NIUA

And

South Asian Institute for Advanced Research & Development, Kolkata

(hereinafter called "SAIARD")

Represented by Biswajit Roy Chowdhury, Chairperson, SAIARD

For providing local support for conducting a research study on "Preparation of Urban River Management Plan through Cluster approach for Hugli-Chinsurah Cluster in West Bengal" as part of the National Mission for Clean Ganga (NMCG) Project

Chairman
SAIARD

Statutory Seal

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3. The onus of maintaining the accuracy of the information is on the users of the certificate.

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This arrangement made on the 1st Day of September, 2021 between National Institute of Urban Affairs (NIUA), New Delhi through its Director, located at Core 4B 1st & 2nd Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003 and SAIARD through its Chairman, located at 87/210, Raja S.C. Mallick Road, Kolkata-700047 for providing local support for conducting research study, as part of the **National Mission for Clean Ganga (NMCG) Project**.

Whereas the NIUA and SAIARD hereinafter called the “partners”, find it mutually beneficial to have a formal understanding for taking up this short term assignment under the NMCG project. SAIARD will make use of its strength and experience to carry out the activities outlined in the TOR.

It is hereby mutually agreed between the partners hereto for themselves and their representatives, executors, administrators assign or successors as follows.

TERMS & CONDITIONS OF THE AGREEMENT

1. The term of this Agreement comes into effect on 1st September, 2021 and will remain in force until 31st December, 2021 and mutually extendable till the required deliverables under the Terms of Reference (ToR) (Refer Annex 1) are achieved. Extension of time can be sought only with prior approval and mutual consensus.
2. Any amendment to this agreement shall be in writing and by mutual consent through an exchange of correspondence between the NIUA and SAIARD.
3. SAIARD will be responsible for the delivery of activities outlined in the ToR (Refer Annexure – 1).
4. All the learning material/ modules prepared under this engagement project shall be a property of NIUA and shall not be disseminated without the written consent of NIUA.

Payment

5. I) NIUA shall pay to SAIARD a total maximum amount of INR 250,000 (inclusive of tax) for the implementation of the tasks mentioned in the ToR in accordance with the budget attached as Annexure 2.
II) The disbursements of payments will be as per the activities described in Annexure 1 and timeline which shall be mutually discussed and agreed.
III) The terms and conditions for the release of payments are as follows:
 - a) The payments shall be made to SAIARD on submission of invoice as per the rates mentioned in Annexure 2 and payment schedule mentioned in Annexure 3 upon

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National Institute of Urban Affairs
NIUA

approval by NIUA of satisfactory completion of all tasks listed in the ToR and submission of deliverables.

Termination

6. I) In the event of cancellation of NIUA's contract agreement with National Mission for Clean Ganga (NMCG), payments will be based on mutual agreement between SAIARD and NIUA reflecting the situation and tasks carried out by SAIARD.
- II) NIUA shall have the right to terminate the agreement at a 15-day notice in writing for performance not being in accordance with the ToR.

Arbitration

7. Any differences between Parties concerning the interpretation and/or application of this agreement or matters arising out of or connected with this agreement shall be settled amicably through consultations or negotiations failing which the parties agree to refer the disputes/difference, if any, to an Arbitrator mutually agreed upon and appointed by the parties under the Arbitration and Conciliation Act, 1996 or its statutory amendments thereof. The venue of arbitration shall be at Delhi alone.

Liability

8. NIUA shall not be liable for any damages or compensation payable at law in respect of or in consequence of any accident or injury to any member of staff or other person in the employ of the Partner organisation or in relation to the violation of any right of third parties, including but limit to copyrights. By the act of signature of this consultancy agreement, the partner organisation agrees that NIUA is indemnified and kept indemnified against all such damages and compensation and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance cover against such liability is the Partner Organisation's responsibility.
9. The partner organisation shall indemnify NIUA against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property or to other (intellectual) rights to third parties whatsoever which may arise out of or in consequence of the execution of the project and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereto. The partner organisation is responsible for insuring its own liability.

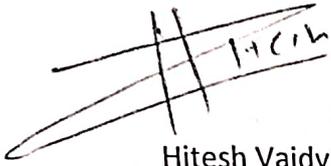

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Contract Persons

- A Mr. Biswajit Roy Chowdhury (Chairperson, SAIARD)
- B NIUA will have the following contact person for this assignment
- Rahul Sachdeva, Project Coordinator

For NIUA, New Delhi, India



Hitesh Vaidya
Director, NIUA



Biswajit Roy Chowdhury
Chairperson, SAIARD

Chairman
SAIARD



ANNEXURE – 1

TERMS OF REFERENCE

Purpose of Association:

The purpose of this short term assignment is to facilitate NIUA team in conducting the regional research study in cluster of five ULBs i.e. Baidyabati, Champadani, Bhadreshwar, Chandan Nagar and Hugli-Chinsurah located in Hugli District of West Bengal State.

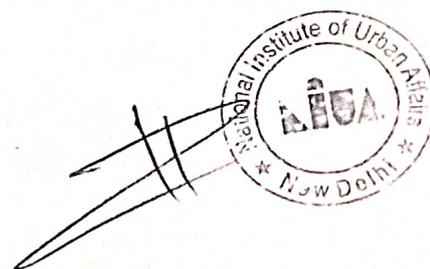
1. Specific activities and Expected deliverables:

| Activity No. | Specific activity | Expected deliverables |
|--------------|---|--|
| 1 | Primary and secondary data collection <ul style="list-style-type: none">• Coordination with state departments for collection of secondary data in consultation with NIUA• Facilitate local support in data collection from cluster ULBs• Translation of documents available in local language to english, related to the study | <ul style="list-style-type: none">• Data submission in specified format (word, excel, map, pictures etc.)• Summary of primary and secondary data assessment in form of report |
| 2 | Support in conducting stakeholder consultations/ workshops with state department and ULB officials <ul style="list-style-type: none">• Consultation meetings in each ULB with officials from various line departments• Facilitate/support NIUA in conducting workshop with state officials on presentation of study findings | <ul style="list-style-type: none">• Stakeholder consultation reports• One Workshop report |

2. Proposed period and duration of association:

The proposed association will be from 1st September, 2021 until 31st December 2021.

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ANNEXURE – 2

BUDGET FOR THE PROJECT

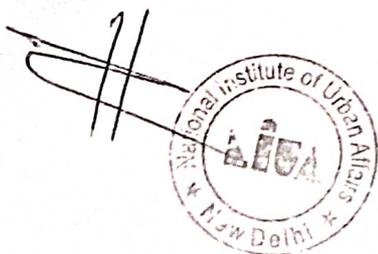
| No. | Item | Amount |
|-----|---|----------------------|
| 1 | Human Resource (lumpsum) a. Mid-level professional preferably post graduate in urban planning/social science with proficiency in data analysis and reporting, coordination with government departments and ULBs b. Junior professional preferably graduate with experience in urban sector | ₹ 2,00,000.00 |
| 2 | Travel and local transport | ₹ 25,000.00 |
| 3 | Documentation (photocopy, printing, stationery etc.) | ₹ 25,000.00 |
| | Total | ₹ 2,50,000.00 |

Note: Taxes shall be deducted as applicable.

ANNEXURE – 3

PAYMENT SCHEDULE

| No. | ACTIVITY/DELIVERABLE | % PAYMENT |
|-----|--|------------|
| 1 | Signing of contract | 30 |
| 2 | Summary report of cluster assessment | 50 |
| 3 | Workshop report (presentation of study findings) | 20 |
| | Total | 100 |



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SAIARD