

Tripartite Agreement

This tripartite agreement is signed on _____ day of _____ 2008 among the District Implementation Officer having his office at _____ .
South Indian Federation of Fishermen Societies (SIFFS) having its office at Karamana, Trivandrum and Fishermen Societies having its office at _____ .

1. Preamble

Whereas with a view to achieving the objectives, aims and aspirations enunciated in the loan agreement and Project Appraisal Report of the programme, the project will support the creation of basic infrastructure for fishermen societies promoted by SIFFS under IFAD assisted PTSLP project.

2. The basic infrastructure required for fishermen societies are as below.

2.1 Works

Construction of office building for fishermen societies for not less than 450 sq. ft.

2.2 Goods

- a. Electronic Weighing Machine
- b. Ice Box
- c. Stationery and Registers
- d. Computers and other accessories
- e. Furniture
- f. Generator

2.3 Seed Money / Working capital

3. Whereas it is agreed to implement the procurement of above basic infrastructure through a working arrangement which is binding on the parties. Under the tripartite agreement among District Implement Officer, South Indian Federation of Fishermen Societies and the Fish Marketing Societies, SIFFS

shall play a facilitating role for identifying land and giving technical support for purchase of goods; the fishermen society shall implement the scheme and maintain the infrastructure and the DD shall have an overall supervisory role and periodically review the progress, adherence to the agreed method of procurement and maintenance.

4. Allocation for Basic infrastructure for Fishermen Societies

The allocation for procurement of basic infrastructure (Marketing) is Rs.4 lakhs per fishermen society. The role of the parties under the agreement is as below.

4.1 Works – Facilitating Agency

As aforesaid SIFFS will liaise with the traditional community institution / local bodies and identify the land. Each office building for the fishermen society with built-up area of not less than 450 sq. ft. will be built which includes toilet. It shall give a type design for construction of the building to DIO/PMU for approval.

4.2 Implementing Agency (Fishermen Societies)

The site identified by SIFFS shall be verified by the society as to the suitability for construction. The fishermen societies may undertake the construction directly by themselves or contract the work to Community Organisations in the Panchayat area or adopt the procedure of local shopping to select a suitable builder. The schedule of rates fixed by the State Government for construction of buildings under Central and State Government Schemes for the year shall be the basis for scrutinising the quotes. "The land to be used for construction of the building shall not be purchased out of the money allocated to the Fishermen's Society for construction, equipments/materials or working capital". Further as the proposed office building and equipments are prone to natural disasters, insurance for the building, equipments/materials is insisted. The cost of insurance shall be borne by the project during the project period and thereafter by the concerned society. The selection of agency shall be transparent and it should be approved by the Evaluation Committee to be formed by DIO.

The type design given by SIFFS for construction shall be scrutinised by the Engineering wing of the District Implementation Office. The Engineering wing at DIO level shall closely monitor the quality of construction. The project provides for an amount not exceeding Rs.2.70 lakhs for construction of the above building. But any sum spent in excess of the prescribed amount shall be met by the fishermen societies from their own funds. The release of money in advance shall be done by DIO on the basis of each stage of construction namely (a) upto plinth level (b) upto roof level and (c) completion of the building. The progress and quality of construction shall be checked by the Engineering wing of DIO at each stage.

4.3 Role of DIOs

As aforesaid, the DIO shall supervise each stage of activity with the assistance of the Engineering wing at the DIO level. The release of money for each stage shall be done after due inspection to ascertain the progress and quality of work. On completion of the construction, asset shall be brought into the asset register of the district for proper accounting. It will be handed over to the Fishermen Society, after the project period.

5. Goods - Facilitating Agency

i) SIFFS shall provide the technical support by way of specifications and design for purchase of goods viz., (a) Electronic Weighing Machine and (b) Ice Box.

ii) Stationery and Registers

SIFFS shall prescribe and supply the registers needed to be maintained by the fishermen societies and also the stationery required for the day to day activities of the fishermen societies, since informing is required in maintaining the registers.

iii) Furniture

SIFFS will specify the items of furniture needed for the fishermen societies.

iv) Computers and other Accessories

Configuration of Desktop Computer system and other accessories namely Printer (preferably dot-matrix), Bill Printer and UPS and generator for the fishermen societies, shall be given by SIFFS.

6. Implementing Agency (Fishermen Societies)

Fishermen societies shall follow transparent procurement procedures for purchase of the following goods, viz., Electronic Weighing Machine, Ice Box, Furniture, Computers and other accessories and Stationery and registers. The Engineering wing at the DIO level shall assist the societies in procuring the above goods by adopting transparent procurement procedure. The cost of purchase of goods shall not exceed Rs.1.10 lakhs. The goods purchased shall be brought to stock register and the IFAD logo inscribed.

7. Seed Money / Working Capital – Facilitating Agency

The SIFFS shall fix and intimate the quantum of money to be deposited as working capital for the fishermen societies which shall not exceed Rs.20,000/-. It shall also mention the purpose and the mode of operating the money by the fishermen societies.

7.1 Implementing Agency

The Fishermen Societies should use the working capital as prescribed by SIFFS and DIO and the money shall be used only for the purpose for which it is intended. The DIO shall release seed money/working capital to the societies.

8. Supervisory Role (DIOs)

The DIO shall verify the procedure adopted in procuring the goods with the help of the Engineering wing at the district level. The release of money for the goods procured shall be made after verification and installation of goods and its proper accounting. It should also ensure that IFAD logo wherever needed shall be displayed on the goods purchased. The DIO shall properly account for the money released to fishermen societies in their accounts every month without any omission. DIO shall verify the receipt of goods by the fishermen societies in their stock registers before releasing the money.

9. Payment Terms

As aforesaid, DIO shall release money at each stage in respect of works after obtaining vouchers and utilisation certificates from the fishermen societies. In respect of goods, payment shall be made by DIO after ensuring the receipt of goods in working condition with necessary entries in stock register.

10. Maintenance of Assets

The Fishermen Societies shall properly maintain the asset created and also the goods procured. This will be monitored periodically by DIO.

11. General

The Engineering wing headed by Assistant Executive Engineer at DIO shall assist the Fishermen Societies in procuring the goods and works before it is approved by the Evaluation Committee. The certificate of soundness of the building constructed shall be given by the Engineering wing of DIO.

12. Dispute Redressal

All the above provisions shall be binding on the parties to the agreement. In case of any dispute regarding interpretation of any of the clauses of the agreement arising during the course of the implementation, the parties may refer the matter to the Project Director, IFAD assisted PTSLP for decision. The decision of the PMU shall be final and binding on the parties.

IN WITNESS WHEREOF, parties hereto have put their hand and seal hereunder on the day month and year first above written.

**Signed by
SIFFS**

**Signed by
DIO**

**Signed by
Fishermen
Society**

For and behalf of

Witness 1

Witness 2