

GOVERNMENT OF ASSAM  
OFFICE OF THE CHIEF ENGINEER::IRRIGATION DEPARTMENT  
CHANDMARI : GUWAHATI - 781003

Statistical Cell

No.CEI(S) 10/2005/36

Dated Guwahati the 19<sup>th</sup> March, 2014

To,

The Executive Engineer

Division(Irrigation),  
(All Divisions under Irrigation Department concerned with irrigation)

Sub : PARTICIPATORY IRRIGATION MANAGEMENT ----- DRAFT AGREEMENT  
(Memorandum of Understanding)

Sir,

You are aware that the Government is insisting on handing over of Irrigation Schemes to Water Users' Associations for involvement of beneficiary cultivators for management, operation and maintenance of the system of government irrigation. For this purpose Water Users' Associations have already been formed and registered under the command areas of Irrigation Schemes of most of the Irrigation Divisions. You are also aware that an agreement is also necessary between the Water Users' Associations and the Government(Irrigation Department) for handing over/ taking over of the Irrigation System/ Irrigation Scheme.

Therefore, I am to send (enclosed) herewith a draft agreement (Memorandum of Understanding) which may be used for the purpose. The draft may be modified if you feel necessary. However, any modification, to be made, may please be informed to the undersigned for confirmation.

Encl: 1 (one) Draft Agreement  
(Memorandum of Understanding)

Yours faithfully

  
(L. C. PATHAK)

Chief Engineer  
Irrigation Department

 Chandmari, Guwahati-3

Memo No.CEI(S)10/2005/36-A

Dated Guwahati the 19<sup>th</sup> March, 2014

1. The Secretary to the Govt. of Assam, Irrigation Department, Dispur, Guwahati-6 for favour of kind information.
2. The Chief Engineer, Minor Irrigation, Irrigation Department, Assam, Chandmari, Guwahati-3 for favour of information.
3. The Addl. Chief Engineer, Zone I / II / III / IV / V / VI / Mechanical / Electrical / IQC / Monitoring & Investigation (Irrigation) for necessary action. He is requested to take up the matter seriously.
4. The Chairman cum Managing Director, Lower Assam CAD Authority, Guwahati-3/Upper Assam CAD Authority, Katimari, Nagaon for necessary action. He is requested to take up the matter seriously.
5. The Superintending Engineer, Circle( Irrigation) for information and necessary action. He is also requested to take up the matter seriously.
6. The Director, Design/ Director Planning / Director Design, Minor Irrigation /Superintending Engineer, Monitoring Cell, Irrigation Department, Chandmari, Guwahati-3 for information.

Encl: 1 (one) Draft Agreement  
(Memorandum of Understanding)

  
(L. C. PATHAK)

Chief Engineer

Irrigation Department  
Chandmari, Guwahati-3

DRAFT AGREEMENT (MEMORANDUM OF UNDERSTANDING)  
BETWEEN THE GOVERNMENT OF ASSAM AND THE WATER USERS' ASSOCIATION.

Draft Agreement to be executed between the Water Users' Association and the Government of Assam, Department of Irrigation on behalf of the Governor of Assam, the Executive Engineer \_\_\_\_\_ Division (Irrigation), hereinafter called the first party, and on behalf of the \_\_\_\_\_ Water Users' Association (Registration No. \_\_\_\_\_) the Chairman/ Secretary of the said Association, hereinafter called the Second party, hereby executed the following agreement at \_\_\_\_\_ (place) Date \_\_\_\_\_.

As per this agreement the area of \_\_\_\_\_ hectare under the command of \_\_\_\_\_ Irrigation Scheme (name of the Scheme) at \_\_\_\_\_ DTW/ STW Point No. \_\_\_\_\_ / ~~Libt~~ Point No. \_\_\_\_\_ / Canal No. \_\_\_\_\_ of the Department of Irrigation, Assam, under \_\_\_\_\_ Development Block in the district of \_\_\_\_\_ is being handed over to above Water Users' Association (WUA) for the period of agreement, effective from \_\_\_\_\_ to \_\_\_\_\_ for the purpose of irrigation management. ( A copy of the map showing the said command area is attached herewith). However, the right of ownership of such STWS, DTWS, ~~S.Lib~~ and FIS inclusive of all structures handed over to the WUA, the land acquired by the Government for it and also all other works executed in the said work at Government cost shall remain vested with the Government. For the above purpose, the conditions laid down as under in this agreement are accepted by both the parties. These conditions may be modified if both the parties accord their consent.

OBJECTIVES :

The primary objective of Government in executing this agreement is to promote the participation of the beneficiaries in irrigation management so as to achieve optimum crop production utilizing the available water. It is necessary in this regard to spell out the activities, rights and responsibilities of the WUA and the Government to which both the parties will bind themselves for successful implementation. The rules in respect of WUA and the main objective will be as under :-

- (a) At the time of registration of the WUA, minimum 51% of the land owners or 51% of land owned by such members in the command area of the concerned Irrigation Scheme/ point/ station should have enrolled themselves as member of the WUA. Further, the WUA shall make all endeavor to enroll more land owners of the concerned command area as members so as to cover all of them within a reasonable time frame..
- (b) The WUA shall take active part in the joint management phase of the irrigation system for a mutually agreed crop period until its final turn over to them.
- (c) After taking over of the system, the WUA shall run the schemes/ pumps and shall distribute water amongst the water users, whether members or non-members according to their area under crops. It will observe economy and equitability in this regard.
- (d) The WUA shall collect water charge from the users' within its jurisdiction as per rates prescribed by Govt. from time to time.
- (e) The WUA shall maintain and repair the field channels, field drains, along with pumps and engines and structures thereon under its jurisdiction.
- (f) The WUA shall impart knowledge of the modern techniques in water management to the members, so that the water is used economically and appropriate method of water application are adopted.

- (g) The WUA will generate its own operation and maintenance fund (O & M fund) to meet the operation and maintenance expenditure including electricity charge.

The WUA will be at liberty to incorporate any other objective subject to concurrence of Government. For that matter the WUA will have its own bye laws for its smooth functioning.

JOINT MANEGMENT/ DURING THE INTERIM PERIOD :

The interim period shall be agreed by both parties, but shall not exceed one year after the Irrigation Scheme has been rehabilitated and handed over to WUA. Joint management refers to operation and maintenance (O&M) carried out jointly by the WUA and Government. During this phase, the WUA will learn how to manage the entire system that would be turned over to it. Joint management phase will begin when (a) the WUA has been formed and registered, (b) office bearers of the WUA have been established with relevant Bank Account. During this phase the following activities will be undertaken.

- (i) Close collaboration between the Government (Project officials) and the WUA through information exchange and transfer of skills.
- (ii) Government (Project officials) will prepare an operation plan for entire irrigation system showing the water availability for irrigation.
- (iii) The WUA will identify the shortage, if any, in the fall of levels in water supply in the outlets and communicate to the project officials for follow up action.
- (iv) The schemes will be jointly inspected by the Project officials and the WUA before the season to identify the status of maintenance and to list out items like silt removal and weed clearance needing immediate/ regular maintenance. The list will also include items of repairs to earth work , raising of fund and repair to structures. The project officials will prepare an estimate of such works and discuss with the WUA the list and related funding needs. The WUA may suggest items to be added.
- (v) During the period of joint management, the Government will reserve the right to operate the pumps and the canal system. Ownership of the system and related works will continue to vest with Government.
- (vi) The WUA will be responsible for equitable distribution of water among the outlets. In the joint management phase, the WUA will prepare itself for taking over the O & M responsibilities at the distributory level. To this end, it will collect all relevant data to prepare and implement O & M plan together with the project officials and ensure collection of adequate service charges for maintenance.
- (vii) After satisfactory completion of the joint management phase (normally 3 to 6 months), the turnover will commence. At this stage ownership of the system and related works will rest with WUA.

TURN OVER :

The following procedure will be followed in handing over of the irrigation system to the WUA : -

- i. The project officials will prepare an inventory of the works showing the pumps, pump-houses, length of lined sections, structures, Crossing, sluices, outlets and water sprouts for the above.
- ii. The works will be jointly inspected by the project officials and WUA to identify deficiencies, omission, substandard or incomplete works, if any.
- iii. Finally the project officials will hand over the system management along with the documents mentioned above to the WUA. In executing handing over and taking over, the project official authorized for the purpose and the WUA will sign the agreement.

#### RIGHTS AND RESPONSIBILITIES :

##### **A. Government (Project officials)**

- (a) It will help to operate the pumps through its operators during the transition period.
- (b) It may suggest improvement, if any, for O&M of the schemes which is turned over to the WUA.
- (c) It will inspect the position of water supply, irrigation works in the command and field level structures under the jurisdiction of the WUA to verify whether the agreement is implemented, satisfactorily.
- (d) Percolation water within the command area of the WUA will be assessed to water rate like normal irrigation water.
- (e) The right of ownership of the pump and all structures, land acquired by Government and all other works executed in the scheme will remain with the Government.

##### **B. Water Users' Association (WUA) :**

- I. The WUA will assume full responsibility for operation and maintenance of the Irrigation Scheme and all structures turned over to it. It will also ensure construction/ maintenance and repair of all the water courses, field channels, field drains within the jurisdiction of the WUA. Before formal turnover is made, it will be ensured that the above systems are made fully operational. The following items of work are included in maintenance work
  - (a) Removal of silt from canals, water courses, field channels and field drains and proper upkeep of the same.
  - (b) Maintenance of inspection path and service roads in good condition.
  - (c) Removal of grass, shrubs and bushes from the canal embankment, canal bed etc.
  - (d) Maintenance of the structure in good condition.
  - (e) Maintenance of the pump and pump- house, canal, outlet, gates etc. in good condition.
  - (f) Earth work to restore banks.
  - (g) Repair to lining, pointing, plastering, replacing damaged portion, repair to masonry and other structures etc.
- II. It will protect the entire system within its jurisdiction from any damage whatsoever.
- III. It will undertake/ suggest measures for improved water management.
- IV. It will organize better and improved water management methods at the farm level. The WUA will have full right for internal distribution of water.
- V. It may ask for and obtain information from the Government on planned operation and maintenance activities in the entire system.
- VI. It may obtain permission to utilize the land acquired by the Government but not being utilized for any fruitful purposes. However due care will be taken to protect environment and protect damage to the system.

- VII. It will bring to the notice of the project authorities promptly if there is any damage due to unforeseen natural calamities like earthquake, heavy rain, flood etc.
- VIII. It will collect water charge from the members/ non-members of the WUA as per the rate prescribed by Govt.
- IX. It will maintain audited accounts of Irrigation Schemes.
- X. It will maintain linkage with NGOs and Government Department.
- XI. It will provide diesel regularly for running of the Irrigation Schemes during the crop period when necessary.
- XII. It will pay electricity charge due to operation of the Irrigation Scheme directly to the Assam State Electricity Board/ APDCL.
- XIII. It will mobilise its own resources for repairs and maintenance through collection of fees from members and other income generating activities.

MISCELLANEOUS :

- i. In case of negligence by the WUA in maintenance of the system (excluding the water courses, field channels and field drains, whose construction and maintenance is the sole responsibility of the WUA) turned over to it, the Government will have the right to take back the whole system with 15 days' notice in order to carry out the repair work on behalf of the WUA and to recover its cost from the WUA.
- ii. In the event of violation of any of the provisions contained in the agreement with regard to water management also Government may take similar action as in ( i ) above.
- iii. The concerned Irrigation Officer (Executive Engineer/ Assistant Executive Engineer or their authorized representative) shall have the right to inspect the position of WUA and to inspect the area under its jurisdiction and to verify whether the agreement entered into by the WUA with the Government is being Implemented properly or otherwise. The WUA will be duty – bound to comply with the observations made by the Government officers in course of visit / inspection.
- iv. Without prejudice to the provisions of Assam Irrigation Act. 1983, The Assam Irrigation Rules, 1997, The Assam Irrigation Water Users' Act, 2005, and Rules made there under as amended from time to time, the Government will have the right to take back the whole irrigation system if WUA does not comply with the provisions of the Acts and Rules.
- v. All disputes in respect of various provisions made under this agreement will be resolved by a Committee comprised of one nominee each from the WUA/ NGO / FMC and the concerned Superintending Engineer and Executive Engineer of the Irrigation Department. In case of difficulty in resolving it, matter will be referred to concerned Chief Engineer and Government in appropriate Department.

The agreement will remain in force from the date of signing of agreement. Further continuation or otherwise will be decided with the consent of both the parties.

Chairman/ Secretary  
.....Water Users' Association  
(2<sup>nd</sup> Party)

Executive Engineer  
.....Division (Irrigation)  
(1<sup>st</sup> Party)

Witness – 1.  
2.

1.  
2.