HIMACHAL PRADESH STATE WATER AND SANITATION MISSION WSSO, DHALLI, SHIMLA-171012

NO: SWSM-WSSO-STA/2013-14/1434-57 Dated:- 30. 07. 18

All the Chief Engineer Under IPH Department.

All the Superintending Engineer Under IPH Department

Subject:

Designating NIT, Hamirpur as State Technical Agency (STA) as per NRDWP guidelines

As per the approval of the Competent Authority, the Memorandum of Understating (MoU) has been entered between Water and Sanitation Support Organization (WSSO), Dhalli, Shimla, Himachal Pradesh-171012 and National Institute of Technology (NIT), Hamirpur, Himachal Pradesh-177005 on dated 27th July, 2018 to designate NIT, Hamirpur as State Technical Agency (STA) as per the mandate of National Rural Drinking Water Programme (NRDWP) for the State IPH department and to strengthen the technical aspects of rural public drinking water supply in Himachal Pradesh. The DPRs amounting to Rs. five crores and above may be got vetted and scrutinized through above cited STA i.e. National Institute of Technology (NIT), Hamirpur.

The copy of MoU detailing the roles & responsibilities, costing terms and conditions etc. is enclosed herewith and is also hoisted on the departmental website for further necessary action please. The DPRs amounting to Rs. five crores and above may be sent to Director, NIT, Hamirpur and concerned authorities of IPH department and payment thereof is to be made by concerned Executive Engineer.

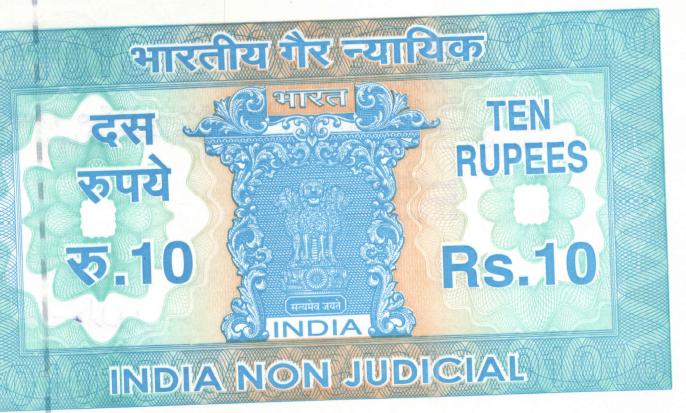
Encl: As above

Chief Engineer cum Director (WSSO) Dhalli, Shimla-12

Copy to:-

- 1. The Secretary (IPH) to the Govt of Himachal Pradesh, Shimla-2 for information please.
- 2. The Engineer-in-Chief (IPH), U.S. Club, Shimla-I for information and necessary action please.
- 3. The Director, NIT, Hamirpur-177005 for information and necessary action please.
- 4. The Programmer, Computer Cell, IPH, US Club for uploading the same on department website.

Chief Engineer cum Director (WSSO) J. Dhalli, Shimla-12



हिमाचल प्रदेश HIMACHAL PRADESH

11AA 736024

GOVERNMENT OF HIMACHAL PRADESH WATER AND SANITATION SUPPORT ORGANIZATION

MEMORANDUM OF UNDERSTANDING

Between

Water and Sanitation Support Organization of State Water and Sanitation Mission, Himachal Pradesh

And

National Institute of Technology, Hamirpur

This Memorandum of Understanding (MoU) is entered on 27th day of July 2018. between:

Water and Sanitation Support Organization (WSSO), Dhalli. Shimla-171012 through Chief Engineer cum Director, WSSO (hereinafter called the 1st Party) and

National Institute of Technology, Hamirpur through Director, NIT (hereinafter called the 2nd Party)

No 2247514 of Himachal Government Judicial Paper

1. Preamble

As per the National Rural Drinking Water Programme (NRDWP) guidelines technical expertise is required in Rural Water Supply sector and to achieve this objective State Water and Sanitation Mission (SWSM) may designate an Institution of repute as State Technical Agency (STA) in each State.

Accordingly, in order to strengthen the technical aspect of rural public drinking water supply in the State of Himachal Pradesh, the above 2nd Party is designated as STA and its roles and responsibility has been envisaged through this MoU.

NIT, Hamirpur is a reputed technical institution in the country and is providing technical support in the field of rural water supply projects/water security to various State Governments under Rural Drinking Water Programme. The 2nd Party has agreed upon to work as STA for 1st Party as per the Terms and conditions of this MOU.

2. Objective

This MoU defines the roles and responsibilities of two parties to this MoU, so as to enable them to work together as partners.

3. Period of the MoU

The MoU will be effective for One year commencing from 27.07.18 which can be extended further on mutual consent of both parties.

4. Roles and Responsibilities of the 1st Party; Water & Sanitation Support Organization (WSSO)

- i. To assign specific task(s) to the 2nd Party as per the requirement of technical support by Irrigation and Public Health Department (IPH)/SWSM, WSSO.
- ii. To ensure that timely payments are made as per terms & conditions of MoU to the Second Party.

5. Role and Responsibilities of 2nd Party; M/s NIT, Hamirpur

- i. To assist the State Department to plan and design scientifically sound and cost effective RWS schemes with special emphasis on sustainability of the source and system.
- ii. To assist the IPH in preparation of action plan for software activities and hardware activities.
- To evaluate and scrutinize major/complicated water supply schemes as assigned by the IPH department for consideration under SLSSC as per the guidelines of concerned funding agencies.
- iv. To provide feedback to the SWSM/SLSSC/IPH on various aspects of programme and problems encountered in planning and implementation at the field level for possible changes/solution at the State level.
- v. To engage Technical Experts on specific tasks where ever required by STA.

No 2247517 of Himachal Government Judicial Paper

6. Time frame for processing of DPR

Each DPR costing Rs. Five Crores and above has to be processed normally within two weeks from the date of submission.

7. Terms and Conditions of Fund Release

- i. In lieu of entering into MOU the second party will be paid a minimum of Rs. One Lakh per year. However this amount will be adjustable against the claims preferred by 2nd Party against item No. (iii) below.
- ii. The concerned Executive Engineer will release the due payment within 30 days to the second party on raising of the bill and other claim documents.
- iii. Scrutiny and Vetting of DPRs:-The Scrutiny and Vetting charges for Detailed Project Reports (DPRs) payable to STA shall be as under:

Sl. No.	Project Cost	Consultancy Charges
1	Rs. 05 Crores to 20 Crores	Rs 10000 + 0.0075% of the project cost exceeding Rs. 05 Crores upto Rs. 20 Crores
2	More than Rs 20 Crores	21250+ 0.005% of the project cost exceeding Rs. 20 Crores

iv. Site /Field Visits:

The STA shall make the field visits (if needed) and the expenses for the same shall be borne by the department (Client) in terms of the TA/DA as per the entitlement of the officers/staff visiting the site as per the Institute (NIT, Hamirpur) Rules. (http://www.nith.ac.in). In addition, the honorarium for the field visit consisting of a team shall be @ Rs. 12,500 /-lump sums.

- v. Any Other Technical Service/Consultancy:
 - The STA shall provide any other technical service/consultancy required by the client on case-to-case basis and are chargeable under Research and Consultancy (Rules and Guidelines) of the Institute. The amount to be paid for such specific task (s) will be mutually decided by both parties and its financial implications will be extra.
- vi. The above rates are applicable for a period of one year from the effective date
- vii. The responsibility of the STA shall be limited to the technical scrutiny as above and shall not be responsible for any legal/arbitration disputes, if any during the progress/completion of the work
- viii. The payments of MoU amount shall be made after signing of MoU in the form of DD in favour of the Director, NIT Hamirpur, Payable at Hamirpur.
- ix. Toll taxes and parking charges etc. will be borne by 2nd Party.

No 2247519 2 Pimachal Government Judicial Paper

8. Termination of the MoU

The MoU can be terminated by both parities by giving a month's notice without assigning any reason thereto.

9. Disputes

Any disputes between the parties arising out of this MoU shall be settled, in the first instance, through mutual and amicable consultation. If the dispute is not settled through such consultations, the matter shall be referred for arbitration to the Secretary/Principal Secretary/ACS, Irrigation and Public Health, to the Government of Himachal Pradesh.

IN WITNESS THE FIRST AND SECOND PARTY has herein to set their hands, the day, month and year above written.

SIGNED BY THE FIRST PARTY IN THE PRESENCE OF:-

Name and full Address of the witness:-

1. Sh. Vijay Kumar Bansal

27 (+ 12018

(Signature of FIRST PART

SIGNED BY SECOND PARTY IN THE PRESENCE OF

Name and full Address of the Witness:-

1. Dr. Vijay Shankar hands 27.7.18

2. Dr. I.P. Singh

Jourh

127 78.

(Signature of SECOND PARTY)

(Research & Consultancy)
NIT Hamirpur (H.P.)