

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

NO: SWSM-WSSO-STA/2013-14/

228-58

Dated:- 20-05-2014

To

1. All Chief Engineer
Irrigation and Public Health Department,
Himachal Pradesh.
2. The Superintending Engineer
IPH Circle, Kullu, R/Peo, Shimla-9, Chamba, Nahan,
Sundernagar, Bilaspur, Dharamshala, Hamirpur and
Una.

Subject: Designating State Technical Agency in Himachal Pradesh as per NRDWP guidelines

A Memorandum of Understanding (MoU) has been entered on dated 31st March 2014 between PEC University of Technology, Chandigarh, Sector-12, Chandigarh-160012 and Water and Sanitation Support Organization, Dhalli, Shimla, Himachal Pradesh-171012 to designate as State Technical Agency (STA) to strengthen the technical aspects of rural public drinking water supply in Himachal Pradesh.

The copy of MoU is enclosed herewith and is also hoisted on the departmental website for further necessary action.

Encl: As above

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

Copy to -

1. The Additional Chief Secretary (IPH) to the Govt of Himachal Pradesh, Shimla-2 for information please
2. The Engineer-in-Chief (IPH), U.S. Club, Shimla-1 for information and necessary action please
3. The Member Secretary, DWSSM Cum-Executive Engineer, IPH Division, Bilaspur, Hamirpur, Shimla, Solan, Dharamshala, Chamba, Una, Nahan, Mandi, Kullu, Kaylong, R/Peo
4. The Director, PEC University of Technology, Chandigarh, Sector-12, Chandigarh-160012 for information and necessary action please
5. Programmer/Consultant, Computer Cell, IPH, US Club for uploading the same on department website

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



हिमाचल प्रदेश HIMACHAL PRADESH

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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

PEC University of Technology, Chandigarh

This Memorandum of Understanding (MoU) is entered on 31st day of March, 2014
between:

- (i) Water and Sanitation Support Organization (WSSO), Dhali, Shimla-171012
through State Coordinator, WSSO (hereinafter called the 1st Party) and
- (ii) PEC University of Technology, Chandigarh, Sector-12, Chandigarh -160012
through
Director, PEC University of Technology (hereinafter called the 2nd Party)

[Signature]
State Coordinator (WSSO)

[Signature]
(Professor, CEO)

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.

PEC University of Technology, Chandigarh, Sector-12, Chandigarh 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 1st June 2014 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 tasks 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 PEC University of Technology, Chandigarh, Sector-12, Chandigarh

- 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.
- iii. To evaluate and scrutinize major/complicated water supply schemes as assigned by the IPH department for consideration under SI,SSC as per the guidelines of concerned funding agencies.



- iv. To provide feedback to the SWSM/SI/SSC/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.

6. Time frame for processing of DPR

Each DPR costing Rs. Ten 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. 10 Crore to 25 Crore	Rs 10000 + 0.0075% of the project cost exceeding Rs. 10 Crore up to Rs. 25 Crore
2	More than Rs 25 Crore	21250+ 0.005% of the project cost exceeding Rs. 25 Crore

- 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 (PEC) Rules. (<http://www.pec.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.

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- viii. The payments of MoU amount shall be made after signing of MoU in the form of DD in favour of the Director, PEC University of Technology, Payable at Chandigarh
- ix. Toll taxes and parking charges etc. will be borne by 2nd Party.

8. Termination of the MoU

The MoU can be terminated by both parties 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 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. Kameshwar Thakur
- 2. Sandeep Singh, CED, PEC, chd.

31.3.2019
 State Co-ordinator (WSSA)
 (Signature of FIRST PARTY)

SIGNED BY SECOND PARTY IN THE PRESENCE OF

Name and full Address of the Witness:-

- 1. [Signature] (S. LAKESH SHARMA) CIVIL ENGRG DEPT.
- 2. Kandeep Singh (Sg.) F.G.H

[Signature]
 (Signature of SECOND PARTY)
 Authorised Signatory, Refor, CED