



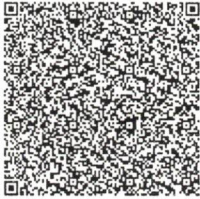
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Property Description : MOU  
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First Party : STATE WATER AND SANITATION MISSION  
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## MEMORANDUM OF UNDERSTANDING (MoU)

For

Implementation of Jal Jeevan Mission (JJM) in the state  
of Himachal Pradesh

#### Statutory Alert:

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Jal Jeevan Mission,  
Jalkandi, Shimla-5

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# MEMORANDUM OF UNDERSTANDING (MoU)

Between

## STATE WATER AND SANITATION MISSION

(Registered Society under Registration of Society Act, 2006)

And

## WAPCOS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

For

# Implementation of Jal Jeevan Mission (JJM) in the state of Himachal Pradesh

THIS MEMORANDUM OF UNDERSTANDING (MoU) is entered on 15<sup>th</sup> day of July, 2020 between:

- I. State Water & Sanitation Mission, Registered society under registration of society Act,2006 (wherein after referred to as "SWSM") hereinafter called the first Party
- II. WAPCOS limited (herein after referred to as "WAPCOS") having its registered office at "Kailash" 5th Floor, 26, K.G. Marg, New Delhi-1100011, India hereinafter called the second party.

  
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Jai Shakti Vibhag,  
Tutikandi, Shimla-5



## 1. PREAMBLE

WHEREAS, SWSM has a mission to provide and maintain:

- i) Adequate and safe drinking water to all;
- ii) Assured irrigation facilities to the farmers in maximum feasible cultivated area;
- iii) Sewerage facility;
- iv) Protection of life and property through flood control measures;

WHEREAS, SWSM is committed to successfully implement Government of India Flagship "Jal Jeevan Mission" for providing functional household tap connection in all rural households in the state of Himachal Pradesh.

WHEREAS, WAPCOS is a "MINI RATNA-I" and "ISO 9001:2015" accredited Public Sector Enterprise under the aegis of the Union Ministry of Jal Shakti, Government of India, has also been notified as a Public Works Organization (PWO) explicitly by Ministry of Jal Shakti, a Construction Agency. WAPCOS has been mandated to undertake Feasibility Reports, Detailed Projects Reports, Field Investigations, Engineering Designs, Tender Engineering, Quality Control, Monitoring and Evaluation, Work Measurement and Billing, Capacity Building, IEC Activities, Rehabilitation and Modernization, Operation & Maintenance, Project Management, Turnkey Execution, EPC Contracts, Deposit Works, Upgradation, Repairs, Construction and Implementation of all Civil and Electrical Works, encompassing Water Resources, Power and Infrastructure Development which may include but not limited to Multipurpose Dams, Hydro-Power Projects, Canals, Barrages, Weirs, Power Houses, Tunnels Sub-stations, Transmission and Distribution Works, Groundwater Development and Exploration, Aquifer Mapping, GIS Mapping, Revenue Mapping, LIDAR Survey, Canal Network Surveys, Non-conventional Sources of Energy, Thermal Power Stations, Ports and Harbours, Rural and Urban Development, Rural Electrification, Roads, Highways and Bridges, Smart Urban Transportation Systems including Ropeways, Buildings including Industrial and Office Buildings, Universities, Housing, Airports, Railways/ Metros, Pumped Storage Projects, Watershed Management including Water Harvesting, Rain fed and Irrigated agriculture and Farm Mechanization

  
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works, Water Supply, Drainage and Sewerage Systems including Treatment Plants, Lift irrigation projects, Inlands Waterways, Ponds & Tanks, Lakes and Wetlands, Flood Management, reclamation, river morphology and natural resources management and other related/allied works.

Now SWSM & WAPCOS through this MOU have decided to agree as under:

## 2. OBJECTIVE

**Reference: JJM Guidelines Item 5.7 Sector Partner**

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

## 3. VALIDITY OF MoU:



This MoU will stand valid from the date of signing (effective Date) of this MoU till "Jal Jeevan Mission Scheme" is successfully completed/implemented in the state of Himachal Pradesh.

## 4. ROLES AND RESPONSIBILITIES OF THE FIRST PARTY

On its part SWSM shall provide all facilities required for WAPCOS to carry out its activities successfully including but not limited to:

- a. To assign any specific task from time to time to second party as task mentioned in clause 5.
- b. Supply of all data/information necessary to WAPCOS for successful implementation of assigned task
- c. Providing help in Liaison with various Departments of the Government of Himachal Pradesh to obtain data as required and to provide all necessary clearance permits etc. to enable WAPCOS to carry out its work.
- d. To provide all other assistance as may be required to enable the successful implementation of the tasks assigned to WAPCOS.
- e. To ensure timely payments are made as per terms & conditions of this MoU.

  
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Jutikandi, Shimla-5

  
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## 5. ROLE AND RESPONSIBILITIES OF SECOND PARTIES

SWSM intends to utilize services of WAPCOS for the following items but not limited to:

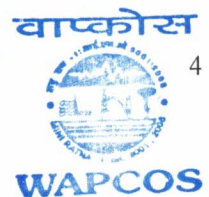
- a. Preparation of Detailed Project Reports including Survey & Investigation & Cost Estimate
- b. Third Party Inspection as per Annexure - VIII of "Operational Guidelines for Implementation of JJM" on case to case basis or any other work as decided by the first party from the point of view of third party inspection.
- c. Providing support in all the activities including IEC and Capacity Building, as mentioned in clause 5.7 of "Operational Guidelines for Implementation of JJM" under Sector Partner head
- d. Providing Specialized Manpower Support to department during project execution period on case to case basis
- e. The Second party is liable for any dispute arising between the manpower deployed by WAPCOS.
- f. The first party is not liable/responsible for persons deployed by WAPCOS.

## 6. FEES AND PAYMENT TERMS:

- a) Charges for Preparation of Detailed Project Reports including Survey & Investigation and Cost Estimate - **1.5 % of Project Cost**
- b) Charges for Third Party Inspection as per Annexure - VIII of "Operational Guidelines for Implementation of JJM" - **2 % of Project Cost except for cost of material procured departmentally.**
- c) Charges for Providing support in all the activities including IEC and Capacity Building, as mentioned in clause 5.7 of "Operational Guidelines for Implementation of JJM" under Sector Partner head - **For any assigned task , WAPCOS fees shall be decided as per mutually agreed terms considering scope of services and within AAP.**
- d) Charges for providing specialized manpower support to First party during project execution period shall be decided on mutually agreed terms and conditions.
- e) For any assigned task, payment terms shall be as per **Annexure -I.**
- f) Concerned Executive Engineer will seek the offer from WAPCOS.

  
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Jal Shakti Vibhag,  
Tutikandi, Shimla-5





- g) WAPCOS will submit brief techno-financial proposal with detailed justification of cost, in line with the work requested.
- h) Financial Powers for accepting Techno financial proposal-
- i. Superintending Engineer may **accept the proposal** of works up to 50 Lakh INR.
  - ii. Works above 50 Lakh **shall be accepted** by concerned Chief Engineer.
- i) The concerned Executive Engineer from whose jurisdiction work is being done will release the payment within 30 days to the second party for the amount due on raising of the bill and submission of necessary reports and other claim documents.

## 7. TERMINATION OF MOU

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

## 8. DISPUTE RESOLUTION

Any disputes between the parties arising out of the 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, SWSM.



## 9. MODIFICATION / AMENDMENT:

Any modification or amendment to this MOU shall be valid only if executed by both the parties in writing.

## 10. NOTICES:

Wherein, this MoU, any notice, request, direction or other communication is required to be given or made by any of the parties, it shall be in writing and will be effective, if sent by registered post, by email or delivered in person, as the case may be or to such other addressee as a Party may designate by giving thirty (30) days prior written notice.

  
Engineer-in-Chief,  
Jai Shakti Vibhag,  
Tutikandi, Shimla-5

  
वापकोस  
  
WAPCOS

IN WITNESS WHERE OF parties hereto set hands, through their authorized representatives on this deed and affixed their seal on date, month and year first above written.

For and on behalf of M/s WAPCOS Limited

वापकोस



Name: Er. Pooja Kapoor

Designation: Sr. General Manager

Business Development, Roads & Railways

WAPCOS Limited, Ministry of Jal Shakti

Contact No.: 011-23326646

E-mail: bd@wapcos.co.in

Address: 26, Kasturba Gandhi Marg,  
712, Kailsh, Building, 712- 7th Floor,  
New Delhi - 110001

Witness:

1.   
Pankaj Kumar Dubey  
Project Manager (UP)

2.   
Pankaj Bhardwaj  
Junior Engineer

Local Address:

Mr. Pankaj Kumar Dubey

Project Manager (Himachal Pradesh)

Shandil Bhawan, Adjacent to Kalyan Bhawan

Mall Road, Solan-173212 (HP)

Mo.:+91-8851241997; 9891137965

E-mail:pmhpwapcos@gmail.com

himachal@wapcos.co.in

For and on behalf of SWSM, GoHP

Engineer-in-Chief,  
Jal Shakti Vibhag,  
Tutikandi, Shimla-5

Name: Er. Naveen Puri

Designation: Mission Director

Jal Shakti Vibhag, Tutikandi, Shimla-5

Government of Himachal Pradesh

Contact No.: 0177-2830743

Email: hpirrg@rediffmail.com

Address: Jal Shakti Vibhag,  
Tutikandi, Shimla-5  
Himachal Pradesh

Witness:


1.   
Sanjay Kaur  
CE (SWSM) HR.

2.   
Anil Mehta  
SE PA1-1

Annexure-I

Scope of Services	Payment Terms
Detailed Project Reports Including Survey & Investigation and Cost Estimate, Etc.	<ul style="list-style-type: none"> <li>❖ Advance Payment : 20%</li> <li>❖ Completion Of Survey And Investigations: 30%</li> <li>❖ Submission Of Draft DPR: 30%</li> <li>❖ Submission Of Final DPR: 10%</li> <li>❖ Approval of DPR : 10%</li> </ul>
Third Party Inspection Cum Construction Supervision As Per Annexure – VIII Of “Operational Guidelines For Implementation Of JJM”	<ul style="list-style-type: none"> <li>❖ Advance Payment : 20%</li> <li>❖ Remaining 80% In Proportion To Progress Of Work</li> </ul>
Providing Support In All The Activities Including IEC And Capacity Building, As Mentioned In Clause 5.7 Of “Operational Guidelines For Implementation Of JJM” Under Sector Partner Head	<ul style="list-style-type: none"> <li>❖ Payment Terms Will Be Decided On Mutually Agreed Terms Considering Scope Of Services.</li> </ul>
Providing Specialized Manpower Support To Department During Project Execution Period	<ul style="list-style-type: none"> <li>❖ Charges for providing specialized manpower support to department during project execution period shall be decided on mutually agreed terms and conditions</li> </ul>

*\* GST shall be paid extra as applicable.*

  
 Engineer-In-Chief,  
 Jal Shakti Vibhag,  
 Tutikandi, Shimla-5

*Handwritten signature*

