

**HIMACHAL PRADESH
STATE WATER & SANITATION MISSION
SWSM, JAL SHAKTI BHAWAN, SHIMLA-171005 (H.P.)**

No.SWSM-WSSO-Trg. Centre Mandi-/2021-22-4228-29 Dated:-24-08-2022
To

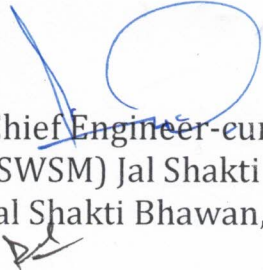
The Executive Engineer
State Training Centre,
CCDU, Dhangsidhar, Mandi.

Subject:- MoU with Shimla Jal Prabandhan Nigam Limited (SJPNL) for conducting training programmes for their staff and other stakeholders through CCDU, STC Mandi H.P.

With reference to the subject-cited matter, it is to inform that a MoU has been signed between State Water & Sanitation Mission (SWSM) Jal Shakti Vibhag, H.P & Shimla Jal Prabandhan Nigam Limited (SJPNL) on dated 23-08-2022 regarding conducting training programmes for the staff of SJPNL & their stakeholders at CCDU, STC, KRC, Mandi. Copy of signed MoU is enclosed for your reference.


It is therefore, requested to take further necessary action as per the term & conditions of MoU. It has also desire by the SJPNL to share training schedule/AAP of CCDU training programmes for their reference.

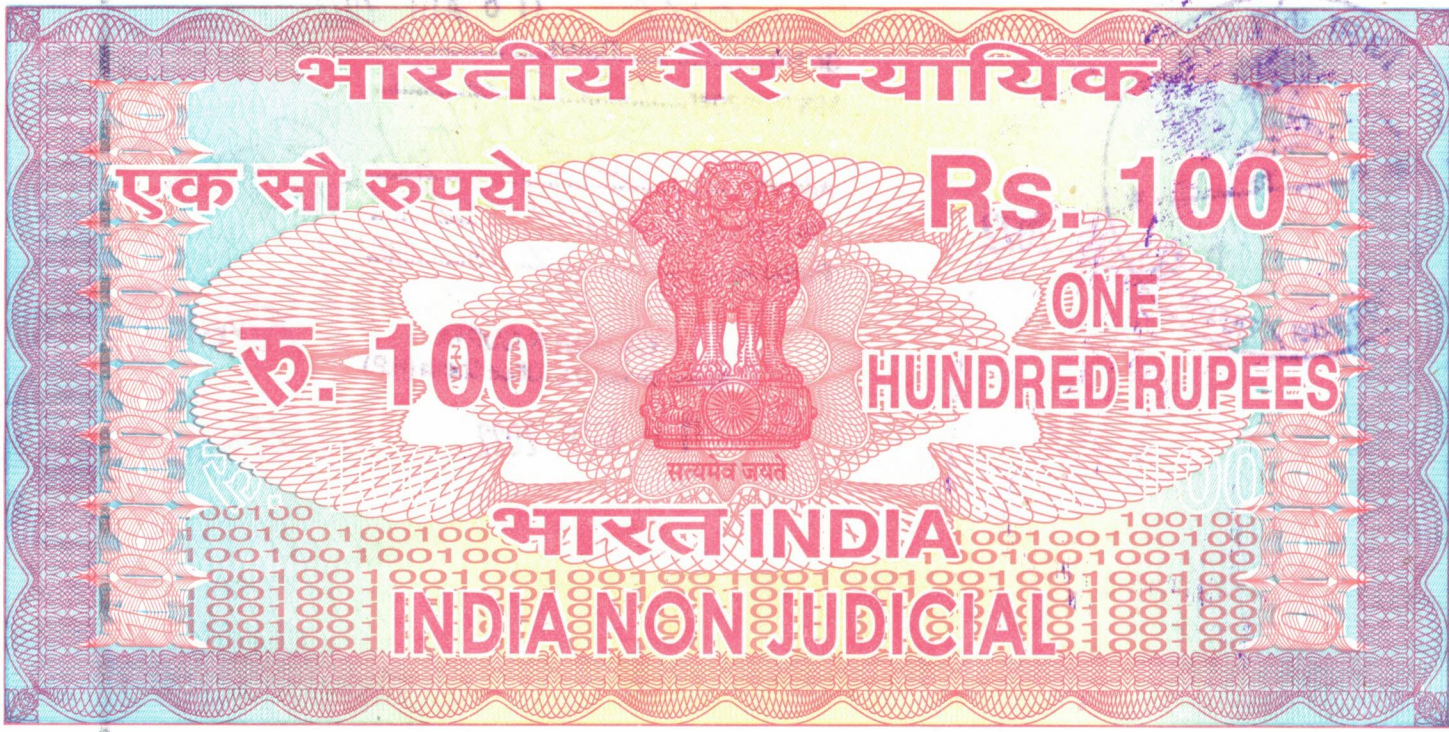
This is for information & necessary action please.


Chief Engineer-cum Director
(SWSM) Jal Shakti Vibhag
Jal Shakti Bhawan, Shimla-5.

Copy to:-

1. The Engineer-in-Chief (JSV)-cum-Mission Director (SWSM), Jal Shakti Bhawan, Tutikandi, Shimla-5 for information please.


Chief Engineer-cum Director
(SWSM) Jal Shakti Vibhag
Jal Shakti Bhawan, Shimla-5.



हिमाचल प्रदेश HIMACHAL PRADESH

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MEMORANDUM OF UNDERSTANDING (MoU)

THIS MEMORANDUM OF UNDERSTANDING (MoU) is entered on 23-8-2022 between:

1. State Water & Sanitation Mission, registered society under Societies Registration Act, 2006 (wherein after referred to as "SWSM") through its Mission Director JAL JEEVAN MISSION (JJM) hereinafter called the first party.

AND

2. Shimla Jal Prabandhan Nigam Limited (SJPNL) through its Managing Director – cum – Chief Executive Officer, Shimla Jal Prabandhan Nigam Limited (SJPNL), Shimla, Himachal Pradesh having its registered office at US Club, Forest Road, Shimla, Himachal Pradesh 171001, hereinafter called the second party.

1. VISION and MISSION of Shimla Jal Prabandhan Nigam Limited (SJPNL) :

Shimla Jal Prabandhan Nigam Limited (SJPNL), a Water Supply & Sewerage (WSS) company jointly owned by Shimla Municipal Corporation and GoHP, incorporated in June, 2018 has been mandated



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Sr. No. Dated.....

M/s Manager..... MD Cum CEO

Address..... SJPNL
US Club Sml-1,
Roop Lal (T/E)

Through.....

Purpose..... Agmt Rs. 100

GAJINDER GUPTA
Stamp Vendor D.C. Office Shimla (H.P.)

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with the WSS responsibilities in Shimla Municipal Corporation Area and some parts of Shimla Planning area

The Vision of SJPNL is *"Clean water for everyone, every time, everywhere"* and the mission is to *provide efficient, effective, reliable and sustainable, water and wastewater services in a manner that respects the natural environment and community.*

2. BACKGROUND OF MoU :

Shimla Jal Prabandhan Nigam Limited (SJPNL), a WSS company jointly owned by Shimla Municipal Corporation and GoHP, incorporated in June, 2018 has been mandated with the WSS responsibilities in Shimla Municipal Corporation Area and some parts of Shimla Planning area.

World Bank has approved financial assistance for undertaking the water sector reforms in Greater Shimla Area (GSA) in two stages as per details mentioned below:

1. Shimla Water Supply & Sewerage Services Delivery Program under Development Policy Loan (DPL) amounting to \$ 40 Mn (280 Cr) in Jan, 2019. (\$ 1 = INR 70)
2. Shimla Water Supply & Sewerage Services Improvement Program for Results (PforR) amounting to \$ 160 Mn (1168 Cr) in Nov, 2021. (\$ 1 = INR 73)

World Bank has emphasized need of dedicated Capacity Building initiatives in both the programs and has underlined need of establishment of dedicated resource centre for addressing the capacity building needs of the urban water sector.

3. OBJECTIVE OF MoU :

A dedicated urban water resource center will be established by JSV at its training centre at Dhangsidhar, Mandi to carry out training programs on various aspects of urban water sector for internal and external stakeholders. The trainings will be imparted to SJPNL staff and other stakeholders associated with Urban WSS sector in Himachal Pradesh. The training program may have nominations from the urban water sector of the other states, if mutually agreed.

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

4. VALIDITY OF MoU:

This MoU will stand valid from the date of signing (effective Date) of this MoU initially for 3 years, renewal on the basis of expected outcomes and the overall period of MoU may be extended as per the requirement of SJPNL.

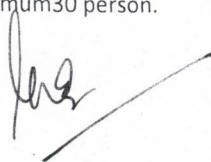
5. SCOPE:

CCDU, State Training Centre, DhangsidharMandi can act as Resource Centre for training and capacity building needs of SJPNL staff in following areas / fields keeping in view the infrastructure and faculty (In-house and resource faculty) available with the institute as per requirement of the SJPNL:-

1. Planning and design of water and waste water systems.
 2. Operation and Maintenance of water and waste water facilities.
 3. Non-Revenue Water Management.
 4. Energy efficiency improvement.
 5. Financial Management Systems & Financial Planning.
 6. Contract Management and performance Management.
- First party can organize trainings on other subjects / topics as per requirement of Second Party on mutual agreement basis.
 - First party will share Annual Training Plan with the Second Party and accordingly the Second party will share the list of trainings mentioned in the Annual Training Plan which suits requirement of second party.
 - Second party will share the exclusive training requirements with first party at least 3 months advance in addition to the Annual Training Plan of first party.

6. Financial :-

1. Training rates shall be applicable as per the rates of National Jal Jeevan Mission (NJJM) for Level-II trainings (copy of rates annexed as Ann-A) by CCDU State Training Centre, Mandi, HP.
2. Batch Size: - Minimum batch size shall be 30 Person. In case the number of participants for the exclusive training requests made by SJPNL, payment shall be charged for minimum 30 person.



3. All e-tools i.e. software and hardware required for training requirements of second party, funds will be provided for the same by second party.
4. Before commencing the trainings, 100% Payment for all the trainings have to be made in advance by the 2nd Party.
5. First party will share report of the trainings imparted to second party staff and other stakeholders as mentioned above after completion of every training programme.

7. Logistics :-

1. Accommodation & Food shall be provided by CCDU, State Training Centre as per norms of NJJM.
2. Rooms shall be available at CCDU, State Training Centre on twin sharing basis for all the residential training programmes.

8. TERMINATION OF MOU

Both parties can terminate the MoU by giving a month's prior notice without assigning any reason thereof. However, the training programmes/activities for which slots have been finalized shall have to be completed.

9. 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 Chief Secretary to the Govt. of H.P. –cum-Chairman SWSM.

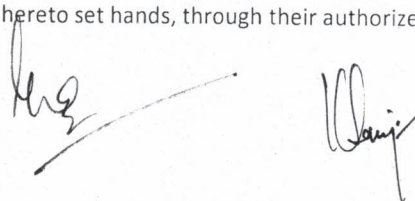
10. MODIFICATION / AMENDMENT:

Any amendment and waiver concerning any provision of this agreement shall be made in writing and signed by both parties.

11. 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, or to such other addressee as a Party may designate by giving thirty (30) days prior written notice.

In witness where of parties hereto set hands, through their authorized representatives



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Himachal Government Judicial Paper

on this deed and affixed their seal on date, month and year first above written.

For & on behalf of First Party
Engineer-in-Chief (JSV)-cum-
Mission Director (SWSM)
Jal Shakti Bhawan, Shimla-5,HP

For & on behalf of Second Party
Managing Director – cum - CEO
SJPN Ltd. Shimla HP

Name E. J.S. Chauhan
Designation CE (SWSM)
Contact No. 94180-78222
Email: dirwsschp@yahoo.com
Address: Jal-Shakti-Bhawan
Puchi Bawdi - Shimla-5
Witness:
1.

Name Anil Mehta
Designation GM-SJPNL
Contact No. 9418005971
Email: gm.sjpnl@gmail.com
Address: US Club, Shimla
Witness:
1.

2.