

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

NO: SWSM-WSSO-MISC-Vol-II/2013-14/ 8335-66 Dated:- 17-12-2013
To

The Member Secretary, DWSM
Cum-Executive Engineer,
IPH Division, Bilaspur, Hamirpur, Shimla, Solan,
Dharamshala, Chamba, Una, Nahan, Mandi,
Kullu, Kaylong, R/Peo.

Subject: Designating State Laboratory for water testing in Himachal Pradesh as per NRDWP guidelines

A Memorandum of Understanding (MoU) has been entered on dated 17-12-2013 between M/s Eco Laboratories & Consultants Pvt. Ltd., E 207, Industrial Area, Phase-8B (Sector-74), Mohali, Punjab-160071 and Water and Sanitation Support Organization, Dhalli, Shimla, Himachal Pradesh-171012 to designate as State laboratory for water testing in Himachal Pradesh. The complete detail of MoU along with Terms of Reference (ToR) is hoisted on the departmental website.

It is requested to appraise the other Executive Engineers in your district about the same and take further necessary action so that mission of achieving better quality of drinking water is achieved in the State.

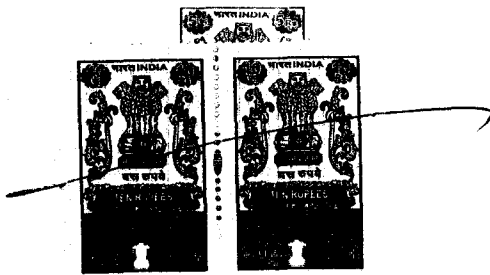
Encl: As above

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-I for information please
3. The Zonal Chief Engineer, Zone , Dharamshala, Hamirpur, Shimla and Mandi for information please
4. The Superintending Engineer, IPH Circle, Kullu, R/Peo, Shimla-9, Chamba, Nahan, Sundernagar, Bilaspur, Dharamshala, Hamirpur, Una for information please
5. Programmer/Consultant, Computer Cell, IPH, US Club for uploading the same on department website
6. Director, M/s Eco Laboratories & Consultants Pvt. Ltd. (Eco Lab), E 207, Industrial Area, Phase-8B (Sector-74), Mohali, Punjab-160071 for information and necessary action please
7. Guard file

Director (WSSO)
Dhali, Shimla-12



**GOVERNMENT OF HIMACHAL PRADESH
WATER AND SANITATION SUPPORT ORGANIZATION**

MEMORANDUM OF UNDERSTANDING

Between: - Water and Sanitation Support Organization and M/S Eco Laboratories & Consultants Pvt. Ltd., E-207, Industrial Area, Phase-VIII B (Sector-74) Mohali, Punjab.

This Memorandum of Understanding (MoU) is entered on 17th day of December 2013 between:

- (i) Water and Sanitation Support Organization (WSSO) through Director WSSO (hereinafter called the first Party) and
- (ii) The M/s Eco Laboratories & Consultants Pvt. Ltd., E 207, Industrial Area, Phase-8B (Sector-74), Mohali, Punjab-160071 through Director (hereinafter called the second party)

1. Preamble

Himachal Pradesh State Water and Sanitation Mission is in the process of developing State specific information, Education & Communication strategy and its implementable for reform in initiatives in Water & Sanitation sector for the capacity development of functionaries at all levels. In order to strengthen the quality aspect of public drinking water supply in the State of Himachal Pradesh the concept of third party inspection by assigning roles and responsibility to above second party is envisaged through this MoU.

M/s Eco Laboratories Private Limited is an ISO-14001:2004 and ISO 18001:2007 certified Organization working in the field of environment in North India since 1999. It is accredited by **National Accreditation Board for Testing and Calibration Laboratories (NABL)**, Department of Science & Technology, Government of India (Certificate No. NABL/T1775/C and T/1951/B) in the field of air, noise, water and wastewater testing including microbiological testing; it is also approved by **Ministry of Environment and Forests (MoEF)**, Government of India, vide SO2609(E) dated 22.11.11 as **Environmental Laboratory** under the Environment (Protection) Act, 1986. 30.09.11. It is known for water quality monitoring and undertaking many water quality mapping and monitoring projects in the region including for IPH.

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

One year reckoned from the date of signing of MoU which can be extended further on mutual consent of both parties.

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

- i. To assign special task(s) to the Second Party to carry out the water sampling and tests particularly at the time of outbreak of water borne diseases in any area/town of the State or for random monitoring of the schemes.
- ii. To ensure timely due payments are made as per terms & conditions of MoU to the Second Party.

5. Role and Responsibilities of Second Party ; M/S Eco Laboratories & Consultants Pvt. Ltd., Mohali, Punjab

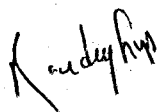

- i. To conduct field/lab tests in case of outbreak of Water borne disease in a particular Area/Town of the State after a written communication from Director WSSO or random tests of the samples from the schemes in the State including Water sampling and testing of samples or water samples as submitted by IPH field offices in the Lab at Mohali (Punjab);
- ii. Guidance on proper sampling protocol from water supply schemes to the staff of WSSO/IPH Department, field staff at the premises of second party as well as provision of sampling bottles.
- iii. To nominate a Project Coordinator and suggest his/her views/recommendations for overall improvement of the system for better delivery of quality drinking water to the public in the State.

6. Terms and Conditions of Fund Release

- i. The concerned Executive Engineer from whose jurisdiction the water samples have been sent for testing will release with in 30 days to the second party the due amount on rising of the bill and submission of test reports and other claim documents.
- ii. Testing charges shall be as per Notification by Ministry of Environment & Forests No. Legal/42(3)/87 dated 15 June 2008. Testing charges for the parameters not covered under notification shall not exceed similar parameters in the notification.
- iii. Sampling charges shall be at the rate of Rs. 8/km to and fro from office of second party in Industrial Area, Phase-VIII B (Sector-74), Mohali through the shortest road route in addition Rs. 500/day/person (including travel days) shall be charged as diem for the sampling team of two/three people (or more depending upon volume of work). For far flung distances in the state where sampling may require more than one day arrangements for the stay of the team shall be made at the nearest state guest house or team shall be paid on actual (maximum Rs.750/night) for the purpose.
- iv. All kind of taxes and parking charges etc. will be borne by Second Party.

7. Other Conditions

- i. That sampling and testing will be undertaken on dates of mutual convenience and first party has to provide at least 72 hours prior intimation for the second party to make appropriate arrangements for the purpose.
- ii. That all correspondence made on the contact details provided in the MoU including emails shall be considered as delivered.
- iii. That the language of communication and reporting shall be English.
- iv. That any reports shall be provided in duplicate including a soft copy on CD.



- v. That laboratory shall maintain its accreditation and renew them as required from time to time. In case laboratory cannot undertake any tests at any time due to any breakdown in its equipments or otherwise it shall get the same tested from a NABL accredited laboratory only and shall maintain proper records of the same as per ISO-17025:2005
- vi. That for far flung areas if approach is not possible, the two parties shall undertake work in mutual discussion.

8. Termination of the MoU

The MoU can be terminated by both paraties 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 & Public Health Department Himachal Pradesh.

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

SIGNED BY THE FIRST PARTY IN THE PRESENCE OF:-

Name and full Address of the witness:-

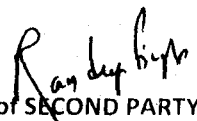
- 1. Pawan Pal D/o Sh. Jeet Ram Ud
Vill.-Badain P.O.-Domehar
Teh.-Arki Distt.-Solau (H.P.)
- 2. Narekhand Varma s/o late Sh. Jeet Ram
Vill. Naloh P/O Himmat Teh. Sami
Distt Shimla (HP)


17/12/2013.
(Signature of FIRST PARTY)
A.K. Vaidya
CE cum DIR. W.SSO (HP)
Dhelli Shimla -12.

SIGNED BY SECOND PARTY IN THE PRESENCE OF

Name and full Address of the Witness:-

- 1. Pawan Pal D/o Sh. Jeet Ram Ud
Vill.-Badain P.O.-Domehar
Teh.-Arki Distt.-Solau(H.P.)
- 2. Narekhand Varma s/o late Sh. Jeet Ram
Vill. Naloh P/O Himmat Teh. Sami
Distt. Shimla (HP)


(Signature of SECOND PARTY)
Dr. R. S. Saini
Director
Eco Laboratories &
Consultants Pvt. Ltd
17/12/2013