

URGENT  
By Post and email

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

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

1748-70 Dated:- 29-10-2015

1. All Chief Engineer  
Irrigation and Public Health Department,  
Himachal Pradesh.
2. The Superintending Engineer  
IPH Circle Shimla-9, Shimla-3, Chamba, Kullu, R/Peo, Nahan,  
Sundernagar, Bilaspur, Dharamshala, Hamirpur, Nurpur, Rohru  
and Una.

Subject:

**Designating PEC University of Technology, Chandigarh as State  
Technical Agency (STA) as per NRDWP guidelines**

As per the approval of the Competent Authority, the Memorandum of Understanding (MoU) has been re-entered between **Water and Sanitation Support Organization (WSSO), Dhalli, Shimla, Himachal Pradesh-171012 and PEC University of Technology, Sector-12, Chandigarh-160012** on dated 26<sup>th</sup> October, 2015 to designate PEC 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. PEC University of Technology, Chandigarh.

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 **Head, Department of Civil Engineering, PEC University of Technology, Sector-12, Chandigarh-12** along with a copy to Director, PEC University of Technology, Chandigarh and concerned authorities of IPH department under intimation to this office also.

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-I for information and necessary action please.
3. The Director, PEC University of Technology, Chandigarh, Sector-12, Chandigarh-160012 for information and necessary action please.
4. The Head, Department of Civil Engineering, PEC University of Technology, Sector-12, Chandigarh-12 for information and necessary action please.
5. The Joint Controller (F&A), WSSO, Dhalli, Shimla-12 for information and necessary action.
6. The Programmer/Consultant, Computer Cell, IPH, US Club for uploading the same on department website.

Encl: As above

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



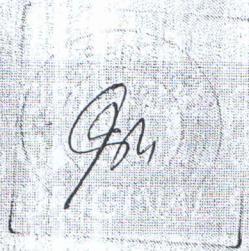
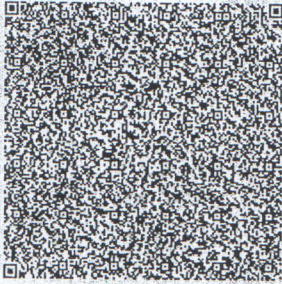


सत्यमेव जयते

# INDIA NON JUDICIAL Chandigarh Administration

## e-Stamp

Certificate No. : IN-CH01360430535753N  
Certificate Issued Date : 26-Oct-2015 11:15 AM  
Certificate Issued By : chindshai  
Account Reference : IMPACC (GV)/ chimp07/ E-SAMPARK SEC-10/ CH-CH  
Unique Doc. Reference : SUBIN-CHCHIMPSP0702626117159052N  
Purchased by : DR ANIL KUMAR  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : WSSO DHALLI SHIMLA 12 HP  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : ER R M MUKUL CHIEF ENGINEER CUM DIRECTOR  
Second Party : PROFF SIBY JOHN HOD CIVIL ENG DEPT PEC SECT 12 CHD  
Stamp Duty Paid By : ER R M MUKUL CHIEF ENGINEER CUM DIRECTOR  
Stamp Duty Amount(Rs.) : 10  
(Ten only)



.....Please write or type below this line.....

*Handwritten signature*

*Handwritten signature*

WN 0003597552

VOID VOID VOID VOID VOID VOID  
VOID VOID VOID VOID VOID VOID

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.shcilestamp.com](http://www.shcilestamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



**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 26<sup>th</sup> day of October, 2015 between:

- i. Water and Sanitation Support Organization (WSSO), Dhalli, Shimla-171012 through **Chief Engineer cum Director, WSSO** (hereinafter called the 1<sup>st</sup> Party) and
- ii. PEC University of Technology, Chandigarh, Sector-12, Chandigarh -160012 through Director, PEC University of Technology (hereinafter called the 2<sup>nd</sup> Party)

**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 2<sup>nd</sup> 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 2<sup>nd</sup> Party has agreed upon to work as STA for 1<sup>st</sup> 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 **26<sup>th</sup> October, 2015** which can be extended further on mutual consent of both parties.

*20/15*

*PI*

**4. Roles and Responsibilities of the 1<sup>st</sup> Party; Water & Sanitation Support Organization (WSSO)**

- i. To assign specific task(s) to the 2<sup>nd</sup> 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 2<sup>nd</sup> 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 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.

**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 2<sup>nd</sup> 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

*[Handwritten signature]*

*[Handwritten mark]*



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
- 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.

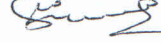


**9. Disputes**

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.  (Dr. UMESH SHARMA)  
P.E.C. CHANDIGARH
2.  CDr. Anil Kumar  
WSSO, Dhalli, Shimla (Signature of FIRST PARTY) 

**SIGNED BY SECOND PARTY IN THE PRESENCE OF**

Name and full Address of the Witness:-

1.  (Dr. UMESH SHARMA)  
P.E.C. CHANDIGARH
2.  Dr. Anil Kumar  
WSSO, Dhalli, Shimla (Signature of SECOND PARTY) 