

हिमाचल प्रदेश HIMACHAL PRADESH 12AA 777181

AGREEMENT

NATIONAL INSTITUTE OF HYDROLOGY (NIH) ROORKEE

AND

NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (HP)

Sr. No. 5520 Date 28/9/94

Name Vaccine Institute W/o

Vill./Ward P.O

Teh. Distt. Jammu

Stamp Vendor : SMT. RAKESH RANI
Lic. No. 43-H

No 1893112 2018 **Himachal Government Judicial Paper**

AGREEMENT

NATIONAL INSTITUTE OF HYDROLOGY (NIH) ROORKEE

AND

NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR

To get the State Specific Action Plan (SSAP) prepared on Water Sector of Himachal Pradesh State at the Cost of Rs. 50 lakh, a MoU has already been signed between National Water Mission (NWM), Ministry of Water Resources, River Development and Ganga Rejuvenation (MOWR, RD & GR) and National Institute of Hydrology,Roorkee. This agreement henceforth states the terms and conditions of MOU between NIH, Roorkee and NIT Hamirpur for the preparation of SSAP and its Term of Reference (TOR)

Terms and Conditions:

The Agency/Institute hereby agreed that:

1) The work is to be executed as per the TOR, NWM guidelines and Templates.
2) The time for completion of SSAPs is 12 months from date of release of I[st] installment. An activity wise time line and monitoring mechanism for formulation of State Specific Action Plan (SSAP) for water sector is given in Annexure II.
3) The released amount will be spent only for the purpose for which it has been sanctioned.
4) Utmost austerity in expenditure is to be observed.
5) The necessary institutional support will be made available as and when required for the purpose of the project to ensure that the work is taken up on priority and completed on schedule.
6) Funds are released as per MOU provisions. Release of installment shall be made after reaching at a stage of 70% utilization of released funds, duly supported by utilization Certificate in the format as per Form GFR19-A (Govt. of India) and recommendations of the Technical Committee and approval of the Steering Committee.
7) The NIT Hamirpur /NIH shall provide timely the Statement of Expenditure and utilization Certificate (UC) in the prescribed format. Progress reporting format and their frequency has been provided in Annexure-II.
8) The Register of permanent and semi-permanent assets acquired will be maintained.
9) The NIT Hamirpur /NIH shall ensure that financial and purchase procedures are followed as per the standard norms of NIT Hamirpur.

The other terms of reference are annexure in MOU.

Signature of Director	Signature of Director
National Institute of Hydrology, Roorkee	National Institute of Technology, Hamirpur (Authorized Signatory for & on behalf of Institute)

18/1/2019

Date: 8/2/19
Place: Roorkee

डॉ. शरद कुमार जैन/Dr. S. K. Jain
निदेशक/Director
राष्ट्रीय जलविज्ञान संस्थान
National Institute of Hydrology
रूड़की/Roorkee 247 667

NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (H.P.)

№ 1893113 2018 Himachal Government Judicial Paper

DETAILS OF BANK ACCOUNT FOR TRANSFERRING FUNDS

Bank Details for making/releasing funds for Preparation of State Specific Action Plan for Water sector:

i Name of Institute's authorized person holding account with complete address (in whose name the payment is to be released.

DIRECTOR, NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR (HP)- 177005

ii Bank Name and Branch

STATE BANK OF INDIA, NIT CAMPUS
NIT HAMIRPUR (HP)- 177005

iii Bank Branch Address

STATE BANK OF INDIA, NIT CAMPUS
NIT HAMIRPUR (HP)- 177005

iv Bank Account no

11159548375

v IFSC Code

SBIN0010367

vi Unique Agency code of the Organization and Institute (If any)
SWIFT NO: SBININBB277

vii MICR Code
177002003

Date :

Place :

Signature :

Name : Dr Sushil Chauhan

Designation : Registrar

NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR (H.P.)

No 1893122 2018 **Himachal Government Judicial Paper**

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NATIONAL INSTITUTE OF HYDROLOGY (NIH), ROORKEE, ON BEHALF OF NATIONAL WATER MISSION, MOWR, RD & GR NEW DELHI, GOVT. OF INDIA (GOI).

AND

NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR (HP)

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№ 0745638 2018 Himachal Government Judicial Paper

MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR AND NATIONAL INSTITUTE OF HYDROLOGY (NIH), ROORKEE ON BEHALF OF NATIONAL WATER MISSION, MOWR, RD &GR NEW DELHI, GOI.

1. This Memorandum of Understanding is made on this the 8th day of Feb. 2019 between National Institute of Technology, Hamirpur _____ FIRST PARTY.

And

National Institute of Hydrology (NIH), Roorkee on behalf of National Water Mission, Ministry of Water Resources, River Development & Ganga Rejuvenation (MoWR, RD & GR), Government of India as SECOND PARTY.

2. Whereas, Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India has launched National Water Mission (NWM) as part of National Action Plan on Climate Change (NAPCC) with the main objective of "Conservation of water, minimizing wastage and ensuring its more equitable distribution both across and within states through integrated water resources development and management". The National Water Mission has identified five goals and various strategies to achieve the objectives of the National Water Mission. The five goals of the National Water Mission are: Goal I: Comprehensive water data base in public domain, Goal II: Promotion of citizen and state actions for water conservation, augmentation and preservation, Goal III: Focused attention to vulnerable areas including over-exploited areas, Goal IV: Increasing water use efficiency by 20%, Goal V: Promotion of basin level integrated water resources management", inter-alia, envisages review of National Water Policy, State of integrated water resources development and management, basin integration. Particularly for augmenting water by convening surplus flood water into utilizable water, and ensuring convergence among various water resources programmes.

3. And whereas, the water resources situation, its development, management and availability vary considerably from State to State. Many of the identified strategies/actions to achieve the goals of the National Water Mission are required to be taken by the State Governments/Union Territories. In this context, it is highly desirable to develop State Specific Action Plans for Water Sector aligned with the State Action Plan on Climate Change formulated by the States under NAPCC which give the holistic roadmap to achieve the desired goals. The State specific Action Plans would essentially consist of:

(a) Present situation of water resources development and management, water governance, Institutional arrangements, water related policies, cross-boundary issues, agreements etc. This would constitute the Status Report on the State/Union Territory. The document should also define problems/issues related to all the aspects of water resources specific to the State.

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(b) Identifying a set of probable solutions to address the key issues/problem arbas giving pros and cons of the solutions.

(c) Preparation of detailed Action Plan for each of the Strategy/activity identified in the NWM to be implemented by the State/Union Territory.

4. And whereas, the National Water Mission has engaged NIH, Roorkee, Uttarakhand to act as the Nodal Agency to get the State Specific action plan for water sector prepared for all the States and Union Territories (UTs).

5. And whereas, NIH has agreed to act as the nodal agency for the National Water Mission to get the State Specific Action Plans (SSAP) for water sector prepared from the State Governments as per the terms and conditions set forth in this Memorandum of Understanding.

The SSAP shall be prepared by the Department of Civil Engineering, NIT Hamirpur, Nodal Agency nominated by the NIT Hamirpur and NIH shall act as the Nodal Agency for National Water Mission towards getting the State Specific Action Plan for water sector prepared. The Terms of Reference **(ANNEXURE-I) and SSAP Templates** to be circulated by the National Water Mission shall be followed during preparation of State/ UT Specific Action Plan for water sector and the broad terms of reference shall be as follows :

NIH would conduct an inception course for Nodal Agencies and officers of the State/UTs on Preparation of SSAPs.

NIH may also enter into agreements with the respective State/UT for preparation of SSAPs.

NIH shall strive that the physical and financial targets are adhered to by the States/UTs for preparation of SSAP.

NIH will also help in close coordination so that deliverables envisaged are provided to MoWR as per schedule and would assist the Committees envisaged as may be directed by NWM from time to time.

It is elaborated that the total time for preparation of SSAPs for water sector would be twelve Months which will be completed in the three stages as follows:

Stage I. Status Report on Water Resource, Availability, Development and Management - for which six months shall be allocated. A State level workshop shall be held at the end of this to discuss the status report.

Stage II. Preparation of Interim Report that will contain impact of Climate Change, various interventions etc. and at the end, a second workshop would be organized including sensitization of Policy makers. The time frame for this would be three months.

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Stage III. The third and final stage shall be **Preparation of State Specific Action Plan** for which a time period of three months would be there.

6. FINANCING OF STATE SPECIFIC ACTIONS PLAN FOR WATER SECTOR

Financial assistance of Rs. 50 Lakh as a grant for formulation of SSAPs for water sector shall be released to the Department of Civil Engineering, NIT Hamirpur, for preparations of SSAPs for the water sector by NIH

The release of financial assistance to the NIT Hamirpur shall be within 10 days transfer of fund to NIH by NWM, MoWR, RD & GR.

The funds will be released as per three stages of development of SSAPs

Stage	Time Frame*	Funds released
Stage I. Status Report on Water Resource, Availability, Development and Management	Six months	40%
Stage II. Preparation of Interim Report	Three months	30%
Stage III. Preparation of State Specific Action Plan	Three months	30% on approval

* Starting from the date of release of 1st installment.

NIH shall receive 2% of total fund release as Management fees from National Water Mission.

Next release of installment shall be made after reaching at a stage and 70% utilization of release funds, duly supported by utilization Certificate in the format as per Form GFR19-A and recommendations of the Technical Committee and approval of the Steering Committee as per para 7 below.

7. MONITORING AND APPRAISAL OF THE PROGRAMME

Committee as follows will be set up for clearance of State Specific Action Plan for water sector at National and State level.

7.1 TECHNICAL COMMITTEE

The composition & Functions details are provided at Annexure-II

7.2 STEERING COMMITTEE

The composition & Functions details are provided at Annexure-II

7.3 MONITORING COMMITTEE

The composition & Functions details are provided at Annexure-II

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8. TERM

This MoU shall be valid for 2 years from the date of its signing.

- If any project or activity planned hereunder requires the parties to make and enter into a separate Memorandum of Understanding or any other legal instrument, the parties shall make and enter into such Memorandum of Understanding or legal instruments.
- This MoU shall not apply to such a project or activity to the extent of its inconsistency or repugnancy to the Memorandum of Understanding or other legal instruments so separately made and entered into.

The content of this MoU are confidential and each party hereto agrees to exercise its best efforts to provide the party and its representative with information necessary to fulfill the purpose of this MoU and shall not disclose or communicate to any third party or publish any information obtained from the other party and its representatives concerning this MoU and/or all activities relevant thereto without the prior written consent of the other party except required by law.
The parties shall prevent the unauthorized use, dissemination or publication of this MoU or any part thereof.

9. GENERAL

- This MoU constitutes the entire understanding of the parties arrived at by consensus and lays down a framework of positive and cooperative working relationship between them.
- Notwithstanding anything contained in this MoU (excluding Confidentiality clause), this MoU shall not create any legal or binding obligation on NWM, MoWR, RD & GR, National Institute of Hydrology (NIH), Roorkee, Uttarkhand and National Institute of Technology, Hamirpur

IN WITNESS whereof, the Parties have executed this MoU by their duly authorized representatives as of the date hereof.

Signature of Director

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National Institute of Hydrology, Roorkee

Signature of Director
18/1/2019
(Authorized Signatory for & on behalf of Institute)

National Institute of Technology, Hamirpur