



हिमाचल प्रदेश HIMACHAL PRADESH

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**MEMORANDUM OF UNDERSTANDING**

between

**Shimla Smart City Limited, Shimla, (H.P.)**

and

**National Institute of Technology, Hamirpur (H.P.)**

for

**Providing Services for Third Party Audit for establishment of Integrated  
Command Control Center at Shimla**

This Memorandum of Understanding [MOU] is entered on 4<sup>th</sup> day of Jan, 2023 between The Shimla Smart City Ltd. at Shimla, Distt. Shimla H.P. through its MD-cum-CEO (herein after called first party and in short also as SSCL) and The National Institute of Technology, Hamirpur (H.P.), represented through its Director (herein after called second party and in short also as NIT), in the following manner:

**1. Preamble:**

Smart City Mission is an urban renewal and retrofitting program by the Government of India with the mission to develop Smart Cities across the country making, them citizen friendly and sustainable. The Govt. of India through the Ministry of Urban Development is responsible for implementing the mission in collaboration with the State Govt. of the respective cities.

Now the first party intends to include the second party, in its infrastructure development activities more specifically in Providing Services for establishment of Integrated Command Control Center, for providing Consultancy Services as per the scope of this MOU as per clause 3. This will ensure the adherence to the standard procedures for providing Technical Assistance / Central Vigilance Commission Manual (whichever applicable) as per Ministry of Information & Technology, Government of India guidelines and to ensure the directions of Ministry of Urban Development Govt. of India for 3<sup>rd</sup> party Quality control / Assurance.

*Tan*  
*Enomd*



No. 7875

Date 12/12/74

To NIT Khar

SMT. RAKESH RANI  
43-H

**2. Objective:**

This MOU defines the roles and responsibilities of the parties to this MoU, so as to enable them to work together for effective execution of the project by clearly following the rules and procedures as established by the of the Governments.

**3. Scope of MoU:**

Under this MOU, NIT will assist getting the Quality Control / providing Technical Assistance executed through the Master System Integrator (MSI) and in coordination with SSCL. The following is the broad scope of work to be undertaken by the NIT:

**DETAILED SCOPE OF WORK, PROJECT DELIVERABLES, MILESTONE AND TIMELINES**

Milestone	Deliverable	Timeline
3.1	Third Party Audit for the Job of establishment of ICCCL for SSCL (To the extent of their contribution in creation of a joint ICCCL for Dharamshala and Shimla).	Three months from the date of signing of this MoU or from the date the work completion certificate is issued by SSCL, whichever is later.

**4. Duration of the MoU:**

The Memorandum of Understanding between both parties shall be for a period of three years from the date of award of Project, which may be extended or curtailed upon by mutual consultations and shall be effective from the further agreeable date.

**5. Payment of fees to Second Party:**

For the jobs mentioned in the MOU, the first party shall pay the second party a fee at the rate of 0.25% (Zero Point Two Five percent only) of the actual gross value of work done of the project(s) plus GST extra as applicable.

**6. Terms of payment:**

The first party shall make stage wise payment to the second party as per schedule given below:

**PAYMENT SCHEDULE**

All due payments shall be payable to NIT Hamirpur based on the successful completion of the target milestones as indicated below:

S No	Milestone	Consulting Charges	Remarks
6.1	Signing Amount per Project	Rs.1.00 Lac only.	Fixed to be adjusted in future payments.
6.2	Third Party Audit for the Job of establishment of ICCCL for SSCL (To the extent of their contribution in creation of a joint ICCCL for Dharamshala and Shimla).	0.25% (Zero Point Two Five percent only) of the actual gross value of work done of the project(s) plus GST extra as applicable.	
Total Consulting Charges which shall be payable to NIT Hamirpur based on the overall project cost and GST applicable at relevant time		0.25% of awarded amount	

- a) **Arbitrator:** In the event of any dispute arising between the Parties in relation to or under this Contract, the same shall be settled by arbitration under the Chairmanship of Divisional Commissioner Shimla to the GoHP.
- b) **Place of Arbitration:** The place of arbitration shall be Shimla Urban (H.P.).
- c) **Language:** The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- d) **Procedure:** The procedure to be followed within the arbitration / arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.
- e) **Fees and Expenses** The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

**8. Force Majeure:**

Should either of the parties to this MOU be prevented from or delayed in performing this MOU by Force Majeure, such as earthquake, cyclone, flood, fire, war, explosion, accident, strike, civil unrest, sabotage, epidemics. Act of God, Act of any Government, judicial action and other unforeseen events, the happenings and consequences of which are unpreventable and unavoidable, in such eventuality, no party shall be responsible towards the other party for non-performance or delay or termination in performance of its obligation under this MoU.

**9. Governing Law:**

This MOU shall be governed by and construed in accordance with the laws of the State, Himachal Pradesh without regard to conflict of law principles. The Courts in Shimla alone shall have jurisdiction to entertain any suit or matter arising out of this MOU.

**10. Correspondence:**

All the formal Notices and Communications to be given by one party to other party pertaining to the MoU shall be sent to the address given in the MOU. The mode of communication between the parties shall be either by post, e-Mail followed by hard copy or FAX.

**11. Amendment to MOU:**

Whenever it becomes necessary, the provisions of this MOU shall be amended, modified or supplemented by mutual consent of both the parties, provided however, that any terms and conditions set out in the MoU shall not be considered as amended, modified or supplemented unless mutually agreed in writing and signed by the duly authorized representatives of both the parties.

We, the undersigned on behalf of the respective institutions shall maintain the integrity in functions and abide by the contents of this MOU for effective implementation and achievement of the objectives of the Program.

MD-cum-CEO,  
Shimla Smart City Ltd. (Shimla) (HP)  
Or Nominee  
Shimla Smart City Limited  
Shimla (HP)

Witnesses:

*Handwritten signature*

*Handwritten signature*  
Director, अविष्कार (शोध और प्रसंग)  
National Institute of Technology, Hamirpur [HP]  
Or Nominee  
Research & Consultancy  
Hamirpur (H.P.) - 177005

*Handwritten signature*  
04.01.2023