



**Government of Uttar Pradesh**

e-Stamp

Signature Vineet  
ACC Name - Vineet Aggarwal ACC Code-UP1401490  
ACC Add - Noida Mobile - 9971381590  
License No. - 181/2020, Tehsil & District-G.B. Nagar

Certificate No.	:	IN-UP44345443751390W	ACC Add - Noida Mobile - 9971381590
Certificate Issued Date	:	07-May-2024 03:06 PM	License No. - 181/2020, Tehsil & District-G.B. Nagar
Account Reference	:	NEWIMPACC (SV)/ up14014904/ GAUTAMBUDH NAGAR 1/ UP-GBN	
Unique Doc. Reference	:	SUBIN-UPUP1401490484874006300450W	
Purchased by	:	EDCIL INDIA LIMITED	
Description of Document	:	Article 5 Agreement or Memorandum of an agreement	
Property Description	:	Not Applicable	
Consideration Price (Rs.)	:		
First Party	:	EDCIL INDIA LIMITED	
Second Party	:	Not Applicable	
Stamp Duty Paid By	:	EDCIL INDIA LIMITED	
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)	



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KUDANKULAM NUCLEAR POWER PROJECT  
AND  
EdCIL (INDIA) LIMITED, NEW DELHI

This Memorandum of Understanding (MOU) is entered on 30<sup>th</sup> day of July 2024 between Kudankulam Nuclear Power Project (KKNPP) a Unit of Nuclear Power Corporation of India Limited (NPCIL), a company incorporated under the Indian Companies Act, 2013 having its registered office at 6<sup>th</sup> Floor, Centre – 1 World Trade Centre, Cuffe Parade, Mumbai – 400005 and the Corporate office at Nabhi Kiya Urja Bhavan, Anushakthi Nagar, Mumbai-400094, acting through Chairman, Unit CSR Committee, KKNPP (hereinafter referred to as NPCIL which expression shall mean and includes its successors and permitted assigns of the **FIRST PARTY**).

AND

M/s. EdCIL (India) Limited, A Government of India Enterprise, (A Mini Ratna CPSE) having its Registered Office at 5<sup>th</sup> floor, Vijay Building, 35- Barakhamba Road, New Delhi and Corporate Office at EdCIL House, 18-A, Sector, 16-A, NOIDA-201301 U.P. (INDIA), hereinafter referred to as "EdCIL", which expression shall, unless repugnant to the context, include his successors and permitted assigns of the **SECOND PARTY**.

### Statutory Alerts



*Abhijit*  
Abhijit  
CHAIRMAN  
नि.सा.३ समिति  
CSR Committee  
कर्मचारी संघ समीक्षा बोर्ड, एल  
KKNPP, NPCIL

WHEREAS

**FIRST PARTY** is a wholly Government owned Public Sector enterprise incorporated under the Indian Companies Act, 2013, under the administrative control of Department of Atomic Energy (DAE), Government of India with the objectives of construction, maintenance and operation of all the Nuclear Power stations and implementation of the nuclear program as envisaged and approved by the Government of India; and

First Party under Corporate Social Responsibility (CSR) Program planned to set up STEM (Science, Technology, Engineering and Mathematics) lab in Government High schools and Higher Secondary schools covering total 10 schools within 16 Kms radius of Kudankulam Nuclear Power Project.

**FIRST PARTY** has agreed to support this project as a part of Corporate Social Responsibility initiatives, in accordance with the terms and conditions as laid down in this MOU.

**SECOND PARTY** has experience and potential to set up STEM based labs for the students from class 5 to 10.

**NOW, THIS MOU WITNESSETH AS UNDER:**

This MOU shall be in nine (9) chapters.

- Chapter I - Objectives of MOU
- Chapter II - Roles and Responsibilities of FIRST PARTY (NPCIL-KKNPP)
- Chapter III - Roles and Responsibilities of SECOND PARTY (M/s EdCIL)
- Chapter IV - Contractual Obligations
- Chapter V - Amendment
- Chapter VI - Duration
- Chapter VII - Settlement of disputes
- Chapter VIII - Disclosure of Information
- Chapter IX - Force Majeure

**Chapter I - Objectives of MOU:**

The main objectives of this MoU shall be:

- (a) To set up STEM (Science, Technology, Engineering & Mathematics) Lab in Government High school and Higher Secondary School covering total 10 schools within 16 Kms radius of Kudankulam Nuclear Power Project under CSR initiatives of NPCIL-KKNPP.



अव्याकृत  
CHAIRMAN  
नि.सा.उ समिति  
CSR Committee  
केएन.पी.टी-एन.पी.सी आई.एल  
KKNPP, NPCIL

## **Chapter II - Role and Responsibilities of FIRST PARTY (NPCIL-KKNPP).**

(a) Under this MOU **First party** shall pay **Second Party** in Indian Rupees only as per the rate finalized on mutual discussion.

- The total project cost worked out to be Rs.76,79,200/- (Rupees Seventy-Six Lakhs Seventy-Nine Thousand Two Hundred Only) plus taxes as applicable at the prevailing rates with documents proof. (**Table – 1**).
- **First party** shall release the fund to **Bank account as per the details provided in the Invoice by the Second Party** in a phased manner as per the payment terms enclosed as **Table – 2**

## **Chapter III - Roles and Responsibilities of SECOND PARTY (M/s EdCIL)**

- **SECOND PARTY** shall commence the work immediately from the date of signing the MoU.
- **SECOND PARTY** shall complete the work within 03 months from the start of the project / release of first installment amount.
- **SECOND PARTY** shall make necessary arrangements towards boarding, lodging, transportation and logistics support for their personnel.
- **SECOND PARTY** undertakes and represents that the amount disbursed by First Party shall be utilized only towards the objectives of the MOU and for no other activity whatsoever.
- **SECOND PARTY** shall decide the mode of execution of work as per their norms and schedule.
- **SECOND PARTY** shall obtain approval/ permission of the local bodies concerned for taking up the project (wherever required), in consultation with the Authorities.
- **SECOND PARTY** shall carry out Installation and commissioning of STEM Labs (80 models each) in 10 nos. Govt. schools as listed below:
- - i) Govt. Higher Secondary School – Chettikulam
  - ii) Govt. Higher Secondary School – Kudankulam
  - iii) Govt. Higher Secondary School – Palavoor
  - iv) Govt. High School – Madanpillaitharman
  - v) Govt. High School – T. Karunkulam
  - vi) Govt. High School - Kavalkinaru
  - vii) Govt. High School - Mathaganeri
  - viii) Govt. High School - Koliyankulam
  - ix) Govt. High School - Seelathikulam
  - x) Govt. High School - Aathukuruchi



The scope of the project includes:

- a) Setting up of 80 Nos. plug and play physical models, colorful backgrounds, Safety Placard, providing User's manual, Teacher's manual;
- b) Capacity Building of teachers by conducting Teacher's training program twice a year with at least 4-5 hours duration for each session.
- c) Infrastructural set up (2 feet width MDF board) along with Electrical connection within the lab and installation of models.
- d) Conduct Baseline and Endline survey at each school and submit report.

#### **Chapter IV - Contractual Obligations:**

- (a) SECOND PARTY shall comply with all the obligations as agreed in this MOU. FIRST PARTY shall transfer the funds under this MoU to SECOND PARTY as per Table 2.
- (b) FIRST PARTY shall not be responsible for any vendor payment, no bill, invoice shall be generated by any vendor / sub vendor in favor of FIRST PARTY.
- (c) Utilization certificate will be submitted by SECOND PARTY to FIRST PARTY for the amounts released prior to request for the next installment. A consolidated utilization certificate, duly certified by the Chartered Accountant will be submitted by SECOND PARTY at the completion of the Project.
- (d) In the event of excess release of funds to the Project, FIRST PARTY shall be entitled to demand and recover from SECOND PARTY for such excess disbursements.
- (e) SECOND PARTY shall submit the name and details of the Bank including the IFSC Code, PAN number for release of funds through e-banking.
- (f) For any IT exemptions, the Second Party shall furnish necessary certificate to First Party.
- (g) The funds disbursements shall be made in Indian Rupees.
- (h) The overall coordinators for the work shall be as under:

FIRST PARTY (NPCIL-KKNPP) - Shri Ramesh Kumar E.,  
SO/F, INFRASTR-E&I

SECOND PARTY (EdCIL) - Shri M.G Nandeesh Babu,  
Deputy General Manager (EIS & EPS)

#### **Chapter V - Amendment**

- (a) No modification or amendment of this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed and mutually accepted by both parties.
- (b) In case any amendments are required in any part of the MoU, the Parties on Mutual Agreement shall incorporate such amendments by way of amendments to this Agreement in writing and signed by each party, which shall be binding and be followed by the parties.



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Chairman  
नि.सा.उ. समिति  
CSR Committee  
नक्काश रोड, नं. १००, नई दिल्ली ११००४८  
KKNPP, NPCIL

## **Chapter VI - Duration**

(a) This MOU shall be valid for a period of **15 months** from the award of LoA/ signing of MoU. However, based on mutual discussions, the period of validity could be extended for a further period as may be deemed fit and necessary by the parties to this MoU. The warranty period shall be 12 months after installation and commissioning.

## **Chapter VII - Settlement of Disputes**

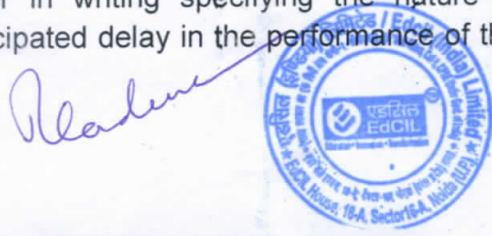
- (a) The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MoU or its interpretation of any of the terms and conditions or part of the terms and conditions of the MoU by mutual negotiations/ discussions.
- (b) In the event of unable to amicably resolve the dispute arising out of the MoU, the same shall be settled through Administrative Mechanism Resolution of CPSEs Disputes (AMRCD) vide Department of Public Enterprises (DPE) OM No. 4(1)2013-DPE (GM)/FTS-1835 dated 22.05.2018.
- (c) The venue of such arbitration shall be at Kudankulam, Tirunelveli District and the language to be used in the arbitral proceedings shall be English & Tamil.
- (d) The award published by the sole Arbitrator shall be final & binding on both the parties.
- (e) The civil court at Tirunelveli shall have jurisdiction and this MoU shall be construed and interpreted in accordance with and governed by the Laws of India.

## **Chapter VIII - Disclosure of information**

None of the parties shall, during or after the termination of the MoU, disclose to any third party, any confidential information arising from the MoU without the prior written permission of other party, other than as required for the proper performance of their respective duties hereunder or the same is required by an applicable law or valid legal order by an applicable court/Tribunal or government authority.

## **Chapter IX - Force Majeure**

If the performance of the MoU by either party is delayed, hindered or prevented or is otherwise frustrated by reason of Force Majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the MoU by SECOND PARTY, any event beyond the control of the parties to the MoU, then the party so affected shall promptly notify the other in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU and FIRST PARTY from the



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अध्यक्ष  
CHAIRMAN  
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CSR Committee  
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KKNPP, NPCIL

date of the such notification, shall at its discretion, either terminate the MoU forthwith or suspend the performance of the MoU for a period not exceeding 6 months. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, FIRST PARTY reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party

IN WITNESS WHERE OF, THE PARTIES HERETO SET THEIR RESPECTIVE HANDS ON THIS 30<sup>TH</sup> DAY OF JULY 2024 AT KUDANKULAM, TIRUNELVELI DISTRICT, TAMILNADU.

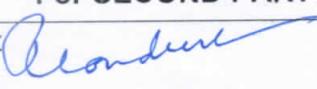
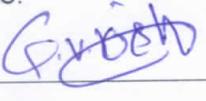
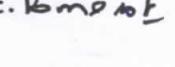
For SECOND PARTY	For FIRST PARTY
Signature: 	Signature: 
Name: NANDEESH BABU . M.S	Name: V.P. Wilson
Designation: DGM	Designation: <small>केकेएन.जी.पी. समिति सार्व.एल KKNPP, NPCIL</small>
Seal: 	Seal: वी.पी. विल्सन V.P. Wilson मर्ख्य अभियता (ईएंडयूएस) Chief Engineer (E&US) एनपीसीआईएल, केकेएनपीपी NPCIL, KKNPP.
WITNESS	
In the presence of EdCIL (India) Limited, [A Government of India Enterprise]	In the presence of Nuclear Power Corporation of India Limited, Kudankulam
Signature: 	Signature: 
Name: G.V. KISHORE	Name: E RAMESH KUMAR SO/F ( Electrical Intre )
Signature: 	Signature: 
Name: Priyanka Dixit	Name: पद्मा एस. अय्यर PADMA S. IYER सदस्या सजिव Member Secretary इकाई स्तरीय सीएमआर समिति Unit Level CSR Committee एनपीसीआईएल, केकेएनपीपी NPCIL, KKNPP

Table – 1

S. No.	Description	Rate quoted (Rs.)
1.	Setup of 80 nos. plug & play physical models along with user's manual, colorful backgrounds, safety placard, teacher's manual. One-year comprehensive warranty is included in this cost	6,24,929
2.	Teachers training program – 02 times in a year (4-5 hours duration for each session)	36,750
3.	Infrastructural set up (with 2 ft width MDF Board) along with the electrical connection within the lab & installation of the models	69.491
4.	Baseline & Endline Survey for each school including all tour & travel, boarding, lodging etc. for complete project	36,750
	<b>Total (for 80 models' lab- class 5 to 10)- per lab</b>	<b>7,67,920</b>
	<b>Total (for 80 models' lab- class 5 to 10)- for 10 nos. Labs</b>	<b>76,79,200</b>
	GST per Lab @18%	1,38,226
	<b>Total cost per Lab (including GST)</b>	<b>9,06,146</b>
	<b>Total cost for 10 nos. STEM Lab (for 80 models' lab - class 5 to 10)</b>	<b>90,61,460</b>
Amount in words –Ninety Lakh Sixty-One Thousand Four Hundred Sixty Rupees Only		

\*Total cost is Inclusive of EdCIL's consultancy fee @05% and GST as applicable.

Table – 2

	Stages of payment	Percentage of fund release
1.	After signing of MoU/Award of project	20%
2.	On completion of deliveries and installation of lab items at schools	65%
3.	On completion of baseline survey & 1 <sup>st</sup> Teacher's training	10%
4.	On completion of project i.e. completion of 1 year warranty period	5%



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समिति  
CHARMAN  
CSR Committee  
केंद्र नोडल एन्ड सोसी नाइट एल  
KKNPP, NPCIL