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Government of Uttar Pradesh

IN-UP06790143747017W



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Description of Document

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: 26-Mar-2024 04:41 PM
: NEWIMPAGO (SV)/up14003304/ NOIDA/ UP-GBN
: SUBIN-UPUP1400330409718302815138W
: EDCIL INDIA LIMITED
: Article 5 Agreement or Memorandum of an agreement
: Not Applicable
: :
: EDCIL INDIA LIMITED
: Not Applicable
: EDCIL INDIA LIMITED
: 500
(Five Hundred only)

सत्यमेव जयते

₹500



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Please write or type below this line

MEMORANDUM OF UNDERSTANDING (Project Specific MOU)
BETWEEN
CHUTKA MADHYA PRADESH ATOMIC POWER PROJECT (CMPAPP),
NUCLEAR POWER CORPORATION OF INDIA LIMITED, CHUTKA,
MADHYA PRADESH
&
EdCIL (INDIA) LIMITED, NEW DELHI

This MoU is made on **27th day** of month of **March** Two Thousand Twenty-Four (2024)

BETWEEN

The **CHUTKA MADHYA PRADESH ATOMIC POWER PROJECT (CMPAPP)**, NUCLEAR POWER CORPORATION OF INDIA LIMITED Chutka Site, 5th Floor, Sanchar Vikas Dhavan, Residency Road, Near Head Post Office, Civil Lines, Jabalpur, Madhya Pradesh, PIN 482001 hereinafter referred to as "**CMPAPP**" which expression shall, unless repugnant to the context, include his successor in office and assignees of the **ONE PART.**

AND

M/s EdCIL (India) Limited (EdCIL), A Government of India Enterprise, (A Mini Ratna CPSE) having its Registered Office at 5th Floor, Vijay Building, 35 - Barakhamba Road, New Delhi and Corporate office at EdCIL House, 18-A, Sector 16-A, NOIDA- 201 301, hereinafter referred to as "EdCIL", which expression shall, unless repugnant to the context, include his successors and permitted assignees of the **OTHER PART.**

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Sanjay Kumar Gumashta
Chief Engineer (Civil)
Chutka Madhya Pradesh Atomic Power Project
Nuclear Power Corporation of India Limited
Jabalpur (M.P.)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shrestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

WHEREAS Chutka Madhya Pradesh Atomic Power Project (CMPAPP), NUCLEAR POWER CORPORATION OF INDIA LIMITED, CHUTKA MADHYA PRADESH" CMPAPP is wholly owned by the Government of India and is responsible for the generation of electricity from nuclear power. NPCIL is administered by the Department of Atomic Energy.

1. Background

An MoU has been signed between NPCIL, HO at Mumbai and EdCIL (India) Limited on 07th June 2023 for 5 nos. units of NPCIL for 3 years, where in it has been agreed that EdCIL shall act as Turnkey service provider to undertake end-to-end CSR activities execution through Project Management Consultancy (PMC) with the following scope of work:

- i) To assist in planning CSR activities in accordance to the DPE guidelines and theme thereof for a particular year.
- ii) To prepare a Need Assessment report for the educational and other social service sectors for the consideration of CSR Board/Committee of NPCIL for finalization of areas and activities with estimated amount against each head/sector.
- iii) To implement the approved CSR activities through transparent procurement process by undertaking preparation of Estimate, Tendering and Selection of agency through empanelment / tendering with due diligence.
- iv) To monitor procurement process, services, commissioning, handing over and handholding for a period of 3 years against each year CSR projects and may be extended further as per mutual agreement.
- v) To manage events / social media / print media / awareness and visibility of CSR activities of NPCIL.
- vi) To organize reports/ analytics/ Impact Assessment/ improvements etc. on NPCIL's CSR activities executed by EdCIL and ongoing CSR projects.

NPCIL Board Level CSR Committee approved engaging EdCIL in **CSR activities** at following green/brown field sites:

- (i) Jaitapur Nuclear Power Project, Ratnagiri, Maharashtra,
- (ii) Gorakhpur Haryana Anu Vidyut Pariyojana (GHAVP), and
- (iii) Nuclear Power Project, Kovvada, Andhra Pradesh.
- (iv) Mahi Banswada, Rajasthan Atomic Power Project (MBRAPP),
- (v) **Chutka Madhya Pradesh Atomic Power Project (CMPAPP)**

Subsequently, it was also agreed that a separate MoU will be signed between EdCIL and each of the individual sites of NPCIL (05 nos. as given above). The said MoU shall be project based MOU with CMPAPP site and consist the Scope of work and other terms and conditions. The finalization of the projects for each of the individual site, shall be done by EdCIL based on the Need Assessment survey of the schools, in consultation with the local administration, with in the catchment area of the particular site of NPCIL.



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Jabalpur (M.P.)

2. Need Assessment Survey of Govt. Schools in & around CMPAPP, NPCIL site

EdCIL has conducted a Need Assessment Survey of Govt. schools in District Mandla, Madhya Pradesh. The purpose of the Need Assessment was to identify the preliminary requirements to enable the Govt. schools with 'basic infrastructure' and 'facilities' viz. latest tech-based labs to facilitate the students to easily understand the STEM (Science, Technology, Engineering & Mathematics) etc. subjects. And as an outcome of the Need Assessment survey, it is recommended to implement the various interventions in all the Govt. schools in phase-wise manner with in a time span of three years.

After Scrutinizing need assessment report of EdCIL, District Administration has agreed to Execute the following projects:

| Sl. | Proposed Intervention | Proposed number of Projects |
|-----|-----------------------|-----------------------------|
| 1 | STEM Lab (80 models) | 20 Nos. |
| 2 | STEM Lab (110 models) | 04 Nos. |
| 3 | BaLA Program | 55 Nos. |
| 4 | Tinkering Labs | 07 Nos. |
| 5 | Astronomy Lab | 02 Nos. |

3. Scope of Work

In this project, the Labs/interventions (individual and combined) proposed have been given below. Name of the identified schools will be provided by District Administration, Mandla where the projects will be executed.

| Sl. | Proposed Intervention | Proposed number of Projects |
|-----|-----------------------|-----------------------------|
| 1 | STEM Lab (80 models) | 20 Nos. |
| 2 | STEM Lab (110 models) | 04 Nos. |
| 3 | BaLA Program | 55 Nos. |
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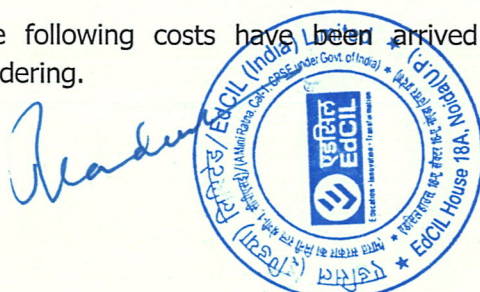
(i) This cost of BaLA program is consisting 50 nos. of interventions in 1000 sqft area for painting other than civil, fabrication & carpentry. But in such schools where 1000 sqft area will not be available, reduced no. of interventions will be provided. The rates of individual interventions shall be applicable in that case.

(ii) EdCIL shall execute the above projects on Turnkey basis Including Teacher's training, baseline & endline survey etc.

(iii) To organize reports/ analytics/ Impact Assessment/ improvements etc. on NPCIL's CSR activities executed by EdCIL for This CSR project.

4. Project Cost

The following costs have been arrived through a due diligence/ process of open tendering.



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Jabalpur (M.P.)

| Summary of Projects NPCIL CMPAPP | | | | | | | |
|----------------------------------|-----------------------|---------|-----------|--------------------|---------------------------------------|----------------------|-------------|
| Sl. | Particular | Nos. | Unit Cost | EdCIL's Margin @5% | GST (18%) on Unit cost + Edcil Margin | Total Per unit (Rs.) | Total (Rs.) |
| 1 | STEM Lab (80 models) | 20 Nos. | 7,31,352 | 36,568 | 1,38,226 | 9,06,145 | 1,81,22,903 |
| 2 | STEM Lab (110 models) | 04 Nos. | 11,11,000 | 55,550 | 2,09,979 | 13,76,529 | 55,06,116 |
| 3 | BaLA Program | 55 Nos. | 2,49,941 | 12,497 | 47,239 | 3,09,677 | 1,70,32,229 |
| 4 | Tinkering Labs | 07 Nos. | 7,00,000 | 35,000 | 1,32,300 | 8,67,300 | 60,71,100 |
| 4 | Astronomy Lab | 02 Nos. | 9,91,100 | 49,555 | 1,87,318 | 12,27,973 | 24,55,946 |
| Total | | | | | | | 4,91,88,294 |
| 5 | Branding Cost | 33 | 3500 | 175 | 662 | 4,337 | 1,43,105 |
| | | | | | | | 4,93,31,398 |

Note:

- Specifications of Branding shall be as follows: SS plate with engraving letters 5*12 Inch SS plate.

- Stages of Payment:** Refer MoU (between NPCIL, Mumbai and EdCIL) Clause no. 1. The payment terms and stages shall be regulated as follows:

| Stage No. | Stage Payments to EdCIL | Percentage of EdCIL Payment (% of project cost) |
|-----------|---|---|
| 1. | After signing of MoU / award of Project, | 20% |
| 2. | On issuance of Purchase Order / LOA to suppliers by EdCIL; | 30% |
| 3. | On supply of items at Project site | 35% |
| 4. | On installation and Commissioning of supply items at Project site | 10% |
| 5. | On completion of Warranty Period and submission of Impact assessment report | 5% |

Note:

- The payment of consultancy fees over and above the actual cost of construction/procurement arrived after tendering from CSR fund will be 5% of the project cost as indicated clause #4. The consultancy fee@5% will be disbursed against each mile stone as indicated in preceding table.
- For stage 01, the payment shall be calculated on the basis of estimated cost.
- Total cost means the cost arrived after tender process by EdCIL for selection of supplier



including EdCIL's margin.

- iv) The payment as per stages indicated above will be released to EdCIL after submission of EdCIL's Invoice/ Demand Letter in order to complete the project on time.
- v) EdCIL shall comply all GST and other tax norms as per the stipulation of government guidelines.

6. EdCIL's Markup:

EdCIL charge its consultancy fee on the basis of Volume of Work/scope of work. For above said scope of work consultancy fee shall be @5% as indicated in clause#4 on the total final cost arrived on actual execution of CSR activities including of all manpower, printing, social media, tender/empanelment, transportation etc..

7. TIMELINES FOR TENDER PACKAGES TO BE RELEASED

The following standard timelines will be observed from the date of signing of MOU between EdCIL and CMPAPP:

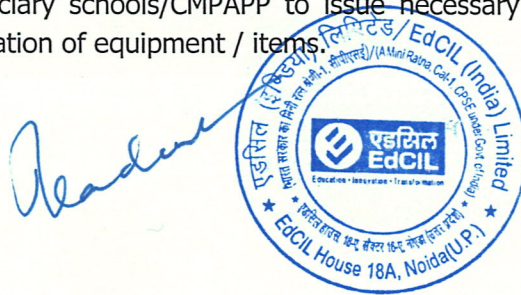
| S.No | Particular | Timelines (Days) |
|-------|--|------------------|
| i. | Signing of MOU between EdCIL and CMPAPP, Madhya Pradesh | D* |
| ii. | 1 st meeting with CMPAPP, Madhya Pradesh | D+7 |
| iii. | Visit to locations / units for assessment of theme and CSR activities | D+25 |
| iv. | Submission of Base Line Survey Report including detailed specifications pertaining to the activity and estimated amount against each head/sector | D+60 |
| v. | Submission of Report to Site Level Committee at NPCIL Sites for review and approval | D+90 |
| vi. | Calling of Tenders & Finalization of Agency | D+110 |
| vii. | Implementation of CSR activities | D+170 |
| viii. | Closure of CSR activities and submission of report by EdCIL, Inauguration / Social Media coverage | D+180 |
| ix. | Closure of warranty period and submission of Impact assessment report | D+545 |


*D: Shall indicate the Date of Signing of MOU.

8. OBLIGATIONS OF CMPAPP, Madhya Pradesh

Following obligations of CMPAPP are felt necessary for successful execution of the project:

- i) CMPAPP will appoint a Nodal person for co-ordination with EdCIL for smooth execution of project.
- ii) Whenever required CMPAPP will approve the deliverables for proceeding for next stage.
- iii) Beneficiary schools to provide suitable sites (physical space) for storage of equipment / items at the time of execution.
- iv) Beneficiary schools/CMPAPP to issue necessary certificate / forms required for delivery & installation of equipment / items.




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Chutka Madhya Pradesh Atomic Power Project
Nuclear Power Corporation of India Ltd.

9. GENERAL

6.1 Termination and Breach of Agreement

In the event of any adverse occurrence or situation which may render carrying out the obligations under this Agreement unworkable beyond the reasonable controls, the party affected to this Agreement thereby, shall notify the other, in writing within 15 days about such occurrence / situation. Upon the receipt of such notice, the affected party shall be relieved from its liability subject to bearing of the cost incurred earlier to such occurrence / situation and related thereto by invoking this clause at the time of termination.

In case of breach of agreement by either of parties, the other party sustaining thereby loss, will have claim for reasonable and all consequential damages including cost of future litigation and third party liabilities to whom any work is assigned by either of the party of this contract for any goods or services, from its counterpart.

6.2 Amendment to the Agreement

The obligations of NPCIL and EdCIL have been provided here in-before. However, during the period of the Agreement, circumstances may arise which call for alteration or modification of this Agreement. These modifications/ alterations will be mutually discussed and agreed upon in writing.

6.3 Settlement of Disputes/Arbitration

6.3.1 In the event of any question, dispute and/or difference whatsoever arises or will arise under this Agreement or in connection therewith including any questions as to existence, meaning and interpretation of any Clause of this Agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultations between the parties to this Agreement.

6.3.2 In the event of dispute and/or difference relating to the interpretation and application of the provisions of this MOU, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

6.4 Applicability of Law

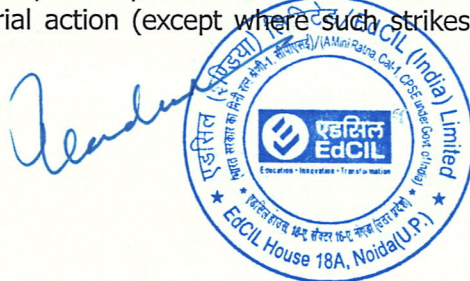
This Agreement shall be governed by the Law of India.

6.5 Language

The ruling language according to which the Agreement is to be construed and interpreted shall be the English Language.

6.6 FORCE MAJEURE

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within



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the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub- consultants or agents or employees nor (ii) any event which a diligent Party could reasonably have expected to both (A) take into account at time of conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

6.7 JURISDICTION

All matters under this Agreement and in connection with this Agreement shall be subject to jurisdiction of Mandla/Jabalpur courts.

6.8 PERFORMANCE GUARANTEE

To safeguard the warranty period obligation a performance bank guarantee shall be obtained by EdCIL from each vendors deployed on CSR projects up to the period of completion of warranty.

10. EFFECTIVENESS AND DURATION OF AGREEMENT

7.1 This Agreement shall be deemed to have come into force on the date of signing of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above-written.



Name: Designation: Seal:

G. Nandeesha Babu
DGM.

For and on Behalf of

EdCIL (India) Limited,
[A Government of India Enterprise]

Witnessed by: Anup 27/03/24.
[ANUP KUMAR]

Witnessed by: Mihir 27.02.24.
[Mihir K. Poddar]

Enclosures:

- (1) (Guiding) MoU (between NPCIL, Mumbai and EdCIL) dt. 07.06.2023;
- (2) (Site specific) MoU (between CMPAPP and EdCIL) dt. 08.02.2024;

(Sanjay Kumar Gumasta 27.03.2024)

Sanjay Kumar Gumasta
Chief Engineer (Civil) with Admin & financial power of CCE & unit head
Chutka Madhya Pradesh Atomic Power Project
Nuclear Power Corporation of India Ltd.
Jabalpur (M.P.)

For and on Behalf of

Chutka Madhya Pradesh Atomic Power
Project (CMPAPP), Nuclear Power
Corporation of India Limited, Chutka
Madhya Pradesh

Witnessed by:

Jagru S. Ruhal, CMPAPP

Witnessed by:

27/03/24
K. C. Sharma
CMPAPP