



தமிழ்நாடு தமில்நாடு TAMILNADU
559 MADRAS SCHOOL OF SOCIAL WORK
4-7-2018 EGMORE CHENNAI 600008
BM 621858
K. MAHALAKSHMI
S.V.L. No.3016/52/95
New No.11, Old No:8, 2nd Street
Mangalapuram, Chetpet,
Chennai-31 Cell: 9382995090

MEMORANDUM OF UNDERSTANDING TO CARRY OUT THE IMPACT ASSESSMENT STUDY OF THE CSR PROJECTS COMPLETED BY KKNPP IN TIRUNELVELI DISTRICT, TAMILNADU.

This Memorandum of Understanding (MOU) is entered on 6th day of July 2018 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 16th Floor, Centre-1, World Trade Centre, Cuff Parade, Colaba, Mumbai – 400 005 and the Corporate Office at Nabhikiya Urija Bhavan, Anushaktinagar, Mumbai – 400 094, acting through Shri D.S. Choudhary, Site Director (hereafter referred to as NPCIL which expression shall means and includes its successors and permitted assigns of the **FIRST PARTY**)

AND

Madras School of Social Work (MSSW) is an autonomous institution affiliated to the University of Madras having its office at Casa Major Road, Egmore, Chennai – 600 008 represented its authorized signatory **Shri S. Raja Samuel, Principal** hereinafter referred to as MSSW which expression shall means and includes its successors and permitted assigns of the **SECOND PARTY**).

Dr. S. RAJA SAMUEL, M.A., Ph.d.,
Principal
Madras School of Social Work (Autonomous)
No.32, Casa Major Road,
Egmore, Chennai - 600 008.

डी. एस. चौधरी
D.S. CHOUDHARY
स्थल निदेशक
SITE DIRECTOR
के के एनपीपी, एनपीसीआईएल
KKNPP, NPCIL

WHEREAS

FIRST PARTY is a wholly government owned Public Sector Enterprise incorporate under the companies act 2013, under the administrative control of Department of Atomic Energy (DAE), Government of India, with the objective of construction, maintenance and operation of the Nuclear power stations and implementation of the nuclear programme as envisaged and approved the Government of India; and having interest in providing Community Development through its Corporate Social Responsibility with a view to improve basic amenities, to enhance the socio economic development and to support the livelihood of the people in the neighbourhood villages and to have inclusive growth.

SECOND PARTY is one of the oldest Social work college in India established in the year 1952 which offers various under-graduates and post graduates courses. MSSW is a Government aided autonomous institute affiliated to University of Madras and empanelled in National CSR hub, Tamil Nadu State Planning Commission. MSSW has a social and environmental consulting division which supports the Central Public Sector Units, State Public Sector, Private Companies, Government of India, State Government Agencies and NGOs in the Baseline and Evaluation studies since 2009.

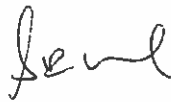
Now, This MoU witness as under:

This MoU shall be in Seven (7) Chapters.

- Chapter I - Objective of the MOU
- Chapter II - Scope of the Work
- Chapter III - Roles, Rights and Obligations of SECOND PARTY (MSSW)
- Chapter IV - Roles, Rights and Obligation of FIRST PARTY (KKNPP)
- Chapter V - Co-ordination related issues
- Chapter VI - Validity and Termination; and
- Chapter VII - Resolution and Settlement of disputes.

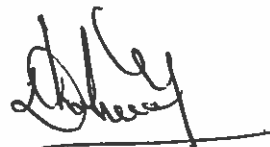
Chapter I - Objectives of MoU:

- To study the effectiveness and utilization of activities executed during the reporting period document the various actions taken by the KKNPP and other partner agencies in implementing projects
- To analyze the positive and negative impacts of the programs implemented by the KKNPP with the CSR assistance
- To examine the participation of community in the CSR programmes, orientation and practice of the community towards ownership and sustainability over community assets created through CSR program.



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Chapter II - SCOPE of the work:

- Second party shall conduct the Impact Assessment study for the CSR projects completed by the First party in the FY 2012-13, FY 2013-14, FY 2014-15, FY 2015-16 and FY 2016-17.
- Second party shall conduct the impact assessment studies for minimum 100 projects as sample basis and the project details shall be submitted to First party for information.
- Second party shall prepare and submit the tools in consultation with the first party.
- Second party shall collect the data of the project from the first party.
- Second party shall collect required primary data from beneficiaries and from the implementing agencies or First party.
- Second party shall carefully study the findings, suggestions and compile the outputs of the studies.
- Second party shall submit the analysis report with document, case studies and successful approaches /practices being done under the First party CSR initiatives.
- Second party shall recommend changes required in policy/approach or interventions as the case may be to be implemented to facilitate the process of achievement of the goals and objectives of the CSR program of First party.
- Second party shall submit the final report after incorporating recommendations/ suggestions received from First Party.

Chapter III - Roles, rights and obligations of SECOND PARTY

- **SECOND PARTY** shall start the work within 10 Days from the date of signing the MoU.
- **SECOND PARTY** shall complete the works within 60 days from the start of the project.
- **Second Party** shall finalize the questionnaire tool in consultation with the first party.
- **SECOND PARTY** will make necessary arrangement of the boarding, lodging, transportation and logistics arrangement for their staff.
- **SECOND PARTY** shall carry out the entire scope of the work within the estimated cost finalized by the first party.
- **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 submit the Bank Account Details, PAN and GST Registration certificate for the release of the payment.
- **SECOND PARTY** is requested to furnish the IT exemption certificate for the Financial Year 2017-18 and Financial Year 2018-19, if TDS not to be deducted.
- **SECOND PARTY** shall obtain approval/ permission of the local bodies/others concerned for taking up the project (wherever required).
- **SECOND PARTY** shall ensure that data collected are kept safely and handed over to First Party along with final report (both Hard and Scanned Copies).

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- **SECOND Party** accepted to submit the scanned copies of the field data collected in the hard form.

Chapter IV - Roles, rights and obligations of First PARTY

- 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 shall be worked out is Rs. 7,93,778/-** (Rupees Seven Lakhs Ninety Three Thousand Seven Hundred and Seventy Eight only) Plus GST as applicable at the prevailing rates against documentary proof. **(Annexure – A)**
- **First party** shall release the fund in phased manner as per the payment terms enclosed as **Annexure –B**.

Chapter V - Co-ordination related issues:

The overall coordinators for the work shall be as under:

FIRST PARTY (KKNPP) - Shri Arun Maran T., Manager (HR-CSR)
 SECOND PARTY (MSSW)- Shri M.S. Palanikumar, Study Coordinator

Work Schedule:

The Schedule of work for project shall be 60 days from the date of the commencement of the work.

- The time schedule shall be treated as an integral part of MOU., probable delay, if any, and the corrective measures to be taken in order to avoid the same be mutually discussed between First Party and Second Party.
- THAT any untoward incident happening during the course of the project, FIRST PARTY will not take any responsibility or liability, the responsibility lies on the SECOND PARTY.
- SECOND party shall ensure that project is completed in time as per the scope of work.


Chapter VI – Validity and Termination:

- THAT this Memorandum of Understanding shall be valid for a period of 120 Days (including grace period of two month) or completion of the project by 60 Days whichever is earlier. However, based on the mutual discussion, the period of validity could be extended for a further period as may be deemed fit and necessary by the parties to this MoU.

Chapter VII – Resolution & Settlement of Disputes:

- 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 negotiation/discussions.
- Any dispute or difference which may arise at any time between the parties hereto with regard to the said work as defined in Chapter-I or as to any clause, or as to the role, rights and obligations of the parties hereto or any other matter arising out of or connected with this MoU which cannot be resolved through mutual negotiation shall be referred to the sole arbitration of the person approved by

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CMD, NPCIL in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or reenactment thereof and the rules framed there under.

- (c) The venue of such arbitration shall be Kudankulam, Tirunelveli District and the language to be used in the arbitral proceedings shall be English.
- (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 constructed and interpreted in accordance with and governed by the Laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the day and year written above.

For SECOND PARTY

Signature: 

NAME Dr. S. RAJA SAMUEL, M.A., Ph.d.,
Principal
Madras School of Social Work (Autonomous)
No.32, Casa Major Road,
Egmore, Chennai - 600 008.

WITNESS
In the presence of

Signature: 


Name: H.S. PALANI KUMAR

WITNESS
In the presence of

Signature:

Name:

For FIRST PARTY

Signature: 

Name डी. एस. चौधरी
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WITNESS
In the presence of 

Signature:

Name: J. Abraham Jacob

WITNESS
In the presence of

Signature: 

Name: (T. ARUN MARAN)

Annexure - A

Sl. No.	Description	Amount (Rs.)
1	Team member charges-, Team Leader, Principal Consultant, Gender Specialist, Study coordinator, Associate Consultant – 6 nos., Field Investigator, DTP Operator and Office Administration	6,00,000.00
2	Stationary/Printing/Telephone/Communication etc.,	35,000.00
3	Travel & Project Site and conveyance for Team Members- Rs. 2500/- X 15 days X 4 teams	1,50,000.00
4	Boarding and lodging for team members - Rs. 2500/- X 15 days X 4 teams	1,50,000.00
5	Training of the Survey Team and expenses for local meetings	5,000.00
6	Contingency (5% of the total budget)	-
	Total	9,40,000.00
	Discount 5%	47,000.00
	Total	8,93,000.00
	Less discount	99,222.00
	Total Quote after negotiation	7,93,778.00

(Rupees seven lakhs ninety three thousand seven hundred and seventy eight only)

*Excluding GST @18%



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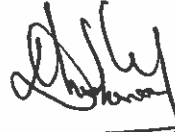
Annexure - B

Instalment stage	Time	Percentage
1.	On submission of inception report (after signing of the MoU)	40%
2.	On completion of field work	30%
3.	On submission of Draft report	20%
4.	On submission of final report	10%

Field work would commence on receipt of the first instalment.



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