

**MoU Under CSR**

**Between**

**HPCL MUMBAI**



**HINDUSTAN PETROLEUM CORP. LTD**

**&**

**NSTI RDSDE MUMBAI**



**Directorate General of Training**



**Skill India**

**कौशल भारत - कुशल भारत**

**For Setting up of Solar Technician (Electrical) Lab.**



सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL69424546422172R
Certificate Issued Date	: 15-Oct-2019 02:07 PM
Account Reference	: IMPACC (IV)/ dl825003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL82500346568660536858R
Purchased by	: NSTI Mumbai
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NSTI Mumbai
Second Party	: HPCL Mumbai
Stamp Duty Paid By	: NSTI Mumbai
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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### Memorandum of Understanding

Under Corporate Social Responsibility (CSR) Initiative

Between

Hindustan Petroleum Corporation Limited, Mumbai

AND

Regional Directorate of Skill Development & Entrepreneurship (RDSDE), NSTI Mumbai

This MoU is entered on the 16<sup>th</sup> Day of October 2019 at Delhi

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**HINDUSTAN PETROLEUM CORPORATION LIMITED**, a Government Company incorporated under the Companies Act, 1956 and having its Registered Office at Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai - 400 020 (hereinafter referred to as 'HPCL', which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) of the **ONE PART**

### AND

**NATIONAL SKILL TRAINING INSTITUTE (NSTI) under Regional Directorate of Skill Development & Entrepreneurship (RDSDE) Mumbai, Maharashtra**, a Central Government Training Institute under DGT (Directorate General of Training) Ministry of Skill Development & Entrepreneurship (MSDE) in the year 1963 and having its Registered Office at National Skill Training Institute, V.N. Purav Marg, Sion, Chunabhatti, Mumbai-400 022. (hereinafter referred to as "NSTI", which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**.

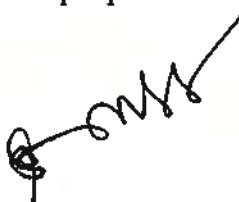
HPCL and NSTI are hereinafter collectively referred to as the "Parties" and individually as a "Party"

WHEREAS "HPCL" is Government company carrying out the business of refining and marketing petroleum products throughout the country.

AND WHEREAS "NSTI" is a Central Government Training Institute and is renowned for implementing the National Level Vocational Education & Training activities in the country by way of training & skilling to students from all strata of the society.

AND WHEREAS "NSTI" has requested HPCL for providing financial support for setting up Laboratory for the trade of Solar Technician (Electrical) at NSTI MUMBAI.

This MOU between HPCL and NSTI is with specific purpose for providing financial support for 'Installation & Commissioning of Solar Technician (Electrical) Laboratory' required for Vocational Education & Training purpose.



**NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES  
HEREIN MUTUALLY AGREE TO TERMS AND CONDITIONS HEREIN  
SETFORTH;**

**I. OBJECTIVE**

The objective of this MOU is to provide financial support for installation and commissioning of "Solar Technician (Electrical) Laboratory" (hereinafter referred to as "Project").

**II. IMPLEMENTATION PLAN**

NSTI hereby agrees to procure, install and commission Solar Technician (Electrical) Laboratory at V.N. Purav Marg, Sion, Chunabhatti, Mumbai-400 022. NSTI shall be responsible for following:

- a) To provide details of Specification of Tools, Equipments and Machinery required for lab as per syllabus
- b) Providing Infrastructure & location for installation of Solar Technician (Electrical) Laboratory
- c) Procurement of Tools, Equipments and Machinery & Installation of Solar Panel as per norms applicable to NSTI
- d) Monitoring & maintenance of Solar laboratory

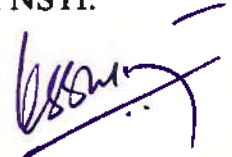
Inauguration of the Solar Technician (Electrical) Laboratory will be scheduled after final inspection is done by HPCL.

Solar Technician (Electrical) Laboratory's name shall be suffixed by "*Sponsored by HPCL Mumbai under CSR*" acknowledging HPCL's contribution under this MoU

**III. SUPPORT BY HPCL**

HPCL's contribution under this MOU shall be limited to Rs. 36,00,000/- (Rupees Thirty-Six Lakhs Only) including taxes and cost towards manpower, equipment, Installation and commissioning of the Solar Technician (Electrical) Laboratory. HPCL reserves its right to stop/withhold payment at any time if the desired objective and obligations under this MoU is not fulfilled by NSTI.

It is represented by NSTI that being a Central Government Training Institute under DGT, MSDE and that it has a Central Treasurer Account wherein Payment is centralized and hence payment cannot be accepted in the name of NSTI.



Therefore, for maintaining transparency in Purchase Process under CSR activity, NSTI has requested that HPCL shall pay directly to vendor/ supplier upon receipt of invoice and certification by NSTI for payment as per procedures incorporated in Payment Schedule of MoU.

It is hereby agreed that the above said contribution shall be released as per following payment schedule subject to right of Corporation to withheld/ stop the payment under Clause III:

- a) The Tools, Equipment & Machinery will be procured as per Central Government purchase procedure prevailing/ applicable at NSTI.
- b) Payment process will be initiated by HPCL after signing of MoU between HPCL and NSTI on submission of copy of Purchase order placed for procurement of the Tools, Equipment & Machinery under this MoU.
- c) Bills will be certified after inspecting the said Tools, Equipment & Machinery by the trade experts and HPCL at NSTI.
- d) Final settlement of Bills of supplier/vendor will be done by HPCL after submission of the certified Bills by NSTI.
- e) Bill will have to be settled within 45 days to vendor/Supplier/agency as per purchase norms.
- f) HPCL may appoint an Executive as a member of purchase committee for recommendation of equipment and signing of comparative statement before placing the order. The purchase order copy will be provided to HPCL.
- g) After disbursement of payment & complete commissioning of the laboratory by NSTI Mumbai a detailed project report and self-attested utilization certificate with copy of actual vendor bills together with photographs of the project will be submitted to HPCL.

#### IV. INDEMNIFICATION:

It is specifically understood and acknowledged that HPCL and its employees shall be indemnified and kept indemnified against all claims and consequences in respect of personnel, complaints/grievances if any, as well as compliance or non-compliance of any of the applicable laws and regulations by NSTI. No Liability or claims whatsoever would accrue to



HPCL and to its employees under this MOU emanating from implementation of the project by NSTI and HPCL and its employees shall be indemnified against any such claims or demands of whatever nature.

**V. TERMINATION:**

HPCL shall have the right to terminate this MoU with prior notice of 15 days under the following circumstances:

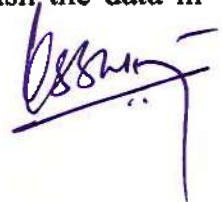
1. If any information furnished by NSTI is found to be false or incorrect at any time during the course of implementation of the above project.
2. In case of any inability to provide desired quality of services as defined by NSTI, breakdown in functioning, any unlawful activity and misuse of funds is established, the MoU shall be terminated forthwith.
3. In the event of unsatisfactory performance of the Project by NSTI and/ or non-utilization of funds. Unsatisfactory performance shall include incomplete work done/ no progress in the work, work not being implemented as specified in this MoU etc. or non- performance of any obligation under this MoU for any reason not attributable to HPCL.
4. NSTI fails to comply with any law, rules and regulations that are enacted from time to time and guidelines issued by the Government.

In such cases of termination, NSTI shall be liable to refund the amount paid by the HPCL to the extent not utilized as per the terms and conditions of this MOU upon the first demand of HPCL (if, applicable).

In case one of the above circumstances arise, HPCL shall seek clarification from NSTI, and the same shall be provided to by NSTI within 7 working days. Shall HPCL deem the clarification received from NSTI to be incomplete or unsatisfactory they may initiate termination process.

**VI. Post Project Implementation**

It is hereby agreed that after the successful commissioning of Project, NSTI shall provide the data /details on training imparted through the "Solar Tech Lab" on quarterly basis to HPCL. HPCL shall have every right to collect the said data from NSTI. NSTI shall furnish the data in



writing to HPCL. HPCL shall use the data/details / pictures obtained from NSTI for publication in any internal / external medium of communication.

## **VII. JURISDICTION**

This MOU shall be governed by and construed according to the Laws of India and the courts in Mumbai shall alone have exclusive jurisdiction.

## **VIII. INDEPENDENT RELATIONSHIP**

This MOU shall not be construed to have any purpose or intent other than those expressly mentioned under this MOU. Further, this MOU is not to be construed as an Agreement for agency, joint venture or partnership.

## **IX. NOTICES:**

Any notice to be given under this MOU shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement of by Registered mail with acknowledgement due, addressed to the parties herein at the following addresses or changed addresses, duly notified by the Parties.

To:

Hindustan Petroleum Corporation Limited,  
Petroleum House, 17, Jamshedji Tata Road,  
Churchgate, Mumbai- 400 020.

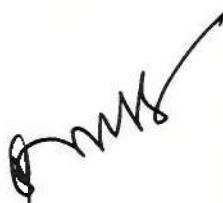
**Attn:**

To:

The Regional Directorate of Skill Development and Entrepreneurship,  
National Skill Training Institute,  
V.N Purav Marg,  
Sion, Chunabhatti,  
Sion (East), Mumbai 400022.

## **X. CHANGES:**

Any change/modifications to this MOU would be affected by both parties by mutual consent in writing.



**XI. EFFECTIVE DATE:**

This MOU is effective from 1<sup>st</sup> October, 2019 to 30<sup>th</sup> September, 2020 for a period of 12 months. The validity of same may be extended with mutual consent of the parties.

**IN WITNESS WHEREOF** the Parties hereto through their authorized representatives have signed this MOU of the date and year mentioned above.

For RDSDE, NSTI Mumbai

For Hindustan Petroleum Corp. Ltd.,  
Mumbai



*[Signature]*  
क्षेत्रीय निदेशक / Regional Director  
भारत कौशल विकास और उद्यमिता मंत्रालय  
Name: **S. Pravin Babu**  
Designation: Regional Director  
Skill Development  
And Entrepreneurship/  
क्षेत्रीय निदेशक कौशल विकास और उद्यमिता  
Regional Director of Skill Development  
And Entrepreneurship  
ए. ए. पुरव मार्ग, साबण, मुंबई-400 022.  
V. M. Purav Marg, Sion, Mumbai-400 022  
Date: **16/10/19**

Signature of Witness I:

*[Signature]*  
Name: **Amit D. Shende**  
ADMINISTRATIVE OFFICER  
Place: **Delhi**  
प्रशासनिक अधिकारी  
ए. ए. पुरव मार्ग, साबण, मुंबई-400 022  
National Skill Training Institute  
(भारत सरकार) / (Govt. of India)  
V. M. PURAV MARG, SION, MUMBAI-22

Signature

Name: **K S Shetty**

Designation: **Chief General Manager  
Human Resources, Marketing Division**

Date:

**16/10/2019, Delhi**

Signature of Witness II:

*[Signature]*  
Name: **C. L. Devdhekar**  
Place: **Mumbai**

चंद्रकांत एल. देवधेकर  
CHANDRAKANT L. DEVDHEKAR  
मुख्य प्रबंधक - मानव संसाधन (विपणन)  
Chief Manager - HR (Mktg.)

