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Unique Doc. Reference	: SUBIN-CHCH-SELF08734280433308X
Purchased by	: BAILAD C P
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: MOU B/W POWERGRID AND PEC, CHANDIGARH
Consideration Price (Rs.)	: 0 (Zero)
First Party	: POWER GRID CORPORATION OF INDIA LIMITED
Second Party	: PUNJAB ENGINEERING COLLEGE CHANDIGARH
Stamp Duty Paid By	: POWER GRID CORPORATION OF INDIA LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is made at Chandigarh on this ____ day of _____ 2025 between **Power Grid Corporation of India Limited**, a Company incorporated under the Company's Act 1956, having its registered office at **B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016** and with one of its Offices at **POWERGRID 220/66kV Substation, Hallomajra, Chandigarh** (herein after referred to as "**FIRST PARTY**") which expression shall unless excluded by or repugnant to the context, be deemed to include its Administrators, Successors, Executors, Permitted assigns and nominees of the **FIRST PARTY**.

And

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using a-Stamp Mobile App of Stock Holding. 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.
3. In case of any discrepancy please inform the Competent Authority

Punjab Engineering College, (Deemed to be University) Chandigarh, having its Campus at **Sector 12, Chandigarh**, (hereinafter referred to as “**SECOND PARTY**”) through its **Director**, which expression shall, unless excluded by or repugnant to the context, be deemed to include its Administrators, Successor, Executors, Permitted assigns and nominees of the **SECOND PARTY**.

WHEREAS the **Director, Punjab Engineering College, (Deemed to be University) Chandigarh**, vide letter dated 10/02/2025 has requested **FIRST PARTY** for the establishment of the **POWERGRID Centre of Excellence at Punjab Engineering College, Chandigarh** with a cost estimate of **₹. 14,57,00,000/- (Excluding GST)**.

Whereas the project involves the financial implication of **₹. 17,19,26,000/- (Rupees Seventeen Crore Nineteen Lakh and Twenty-Six Thousand Only) (inclusive of all taxes & duties)**.

Whereas the **FIRST PARTY** and the **SECOND PARTY** have agreed to collaborate to implement the above project in **Punjab Engineering College, (Deemed to be University) Chandigarh, Sector 12, Chandigarh**.

Whereas the **FIRST PARTY** shall provide financial assistance to the **SECOND PARTY** for the project in accordance with the estimate submitted by **Director, Punjab Engineering College, (Deemed to be University) Chandigarh**, vide letter dated 10/02/2025 with a total estimated cost of **₹. 17,19,26,000/- (Rupees Seventeen Crore Nineteen Lakh and Twenty-Six Thousand Only) (inclusive of all taxes & duties)** and the **SECOND PARTY**, shall execute the project as per the terms and conditions stipulated hereunder.

NOW THEREFORE THIS MoU WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. VALIDITY OF MOU:

This MoU shall remain in force from the date of signing of MoU for a period **upto 31st March 2027** unless terminated earlier, in accordance with the provision of this MoU or the period is extended through a mutually agreed amendment to the MoU AND shall be governed by and construed in accordance with the Laws of India.

2. SCOPE OF WORK:

- a. The detailed scope of the project/work for Procurement, installation, and commissioning of the following equipment/infrastructure facility for establishment of **“POWERGRID Centre of Excellence at Punjab Engineering College, Chandigarh”**:

S.No.	Equipment Description	Amount Sanctioned
1	Real Time Digital Simulation	4,85,79,093
2	Cyber Security Lab	1,86,01,700

3	AC-DC-Hybrid Micro-Grid Lab	1,79,00,000
4	Mobility lab	3,40,00,000
5	Upgradation of T & D lab	1,30,10,000
6	Renovation of lab-Civil & Electrical along with furniture	1,36,09,207
	Sub Total	14,57,00,000
	GST @18%	2,62,26,000
	Total	17,19,26,000

(Rupees Seventeen Crore Nineteen Lakh and Twenty-Six Thousand Only) (inclusive of all taxes & duties).

b. The scope of work to be rendered by the **SECOND PARTY** for execution of the Project on behalf of **FIRST PARTY** under this MOU shall be as under:

- i. **SECOND PARTY** through its Director, Punjab Engineering College, Chandigarh or his/her authorized representative shall finalise the Technical Specifications of above Equipments/facilities, to be procured/constructed and shall execute the work of procurement/construction and installation of equipments/infrastructure facility for establishment of **POWERGRID Centre of Excellence** at Punjab Engineering College, Chandigarh.
- ii. **SECOND PARTY** shall take up with the concerned Govt. departments for obtaining necessary permission (if any) for installation/ construction and in operating above mentioned equipments/facilities.
- iii. **SECOND PARTY**, through its Director, Punjab Engineering College, Chandigarh or his/her authorized representative shall execute the procurement/construction and installation of equipments/infrastructure facility for the proposed project through General Financial Rules (GFR) 2017, as prescribed by the Government of India. Preferable through GEM/Govt. procurement portal.
- iv. **SECOND PARTY** shall maintain all accounting records and documents for smooth and successful completion of the said CSR project.
- v. Placement of orders/finalization of contract and issue of contract, all post contract co-ordination, receipt of materials at the site etc. shall be done by the **SECOND PARTY** as per procedures of **SECOND PARTY**. Warranty/Guarantee of the equipments shall be ensured by **SECOND PARTY** as per the supplier's policy.




- vi. After completion of work and on commissioning of the project, Operation and Maintenance (O&M) and Security of the installed equipment/infrastructure facility shall be undertaken by **SECOND PARTY** from their own funds without any financial implication to **POWERGRID**.
- vii. **POWERGRIDS** Central/local CSR coordinators and/or their authorized representative may undertake planned / surprise visits to inspect the work of procurement/construction and installation of equipments/infrastructure facility for establishment of '**POWERGRID Centre of Excellence at Punjab Engineering College, Chandigarh**'.
- viii. Responsibility of the safety/security of machinery/equipments shall lie with **SECOND PARTY**.
- ix. The Power & Engineering lab established under this project at **Punjab Engineering College; Chandigarh** shall be named as '**POWERGRID Centre of Excellence**'.

3. INSTRUCTIONS AND APPROVALS

- i. The construction, procurement and installation of the equipments shall be carried out by the **SECOND PARTY** in accordance with the Scope of work at clause 2 above.
- ii. No variation in the procurement plan under the Scope of works at clause 2 above shall be allowed by the **FIRST PARTY** unless otherwise agreed to in writing by the **FIRST PARTY** in the form of an amendment.
- iii. Liaison and follow up, if required, with other Government Departments/bodies shall lie with **SECOND PARTY**. Also, settlement of any disputes with public/statutory bodies/local authorities/State authorities/Supplier/Contractor etc. shall rest with **SECOND PARTY**.
- iv. **FIRST PARTY** shall not provide additional funds in respect of Construction/ Procurement of any items outside the Scope of Works at clause 02 above and takes no responsibilities whatsoever for such procurement.
- v. **FIRST PARTY** shall release funds as per the terms mentioned in Clause 09 below, upon request with supporting documents from the **SECOND PARTY**. Interest earned in the unutilized amount (if any) shall be adjusted in the project cost or refunded to **FIRST PARTY**.



4. **AMENDMENT**

In case of amendments, if any, required to any part of the MoU, the **SECOND PARTY** shall agree to incorporate such amendments and implement/ perform the same in the project. The MoU shall be amended by written mutual consent of the parties. The amendments shall be documented and allotted a distinctive number and date.

5. **TERMINATION**

- i This MoU shall remain in force from the date of signing of MoU for a period upto 31st March 2027 unless terminated earlier, in accordance with the provision of this MoU or the period is extended through a mutually agreed amendment to the MoU AND shall be governed by and construed in accordance with the Laws of India
- ii If a Party believes that the other Party is in breach or default of its obligations or has failed to perform its obligations under this MoU, the Party not in breach will provide written notice of such breach or default to the other Party, for curing such breach or default within thirty (30) days of receipt of the written notice. In case the Party in breach does not cure such breach within thirty (30) days after receiving such written notice or such longer period as may be agreed between the Parties, the Party not in breach may terminate the MoU, in whole or in part, by providing written notice of thirty (30) days.

6. **FORCE MAJEURE**

If the performance of the MoU 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 the **SECOND PARTY** and any event beyond the control of the **SECOND PARTY**, then the same shall be promptly notified to **FIRST PARTY** in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU. From the date of the notification, **FIRST PARTY** shall at its discretion, either terminate the MoU forthwith or extend the MoU for a further mutually agreed period.

7. **CONFLICT OF INTEREST**

The **SECOND PARTY** shall notify the **FIRST PARTY** immediately of any conflict of interest and suggest/take immediate remedial measures under intimation to the **FIRST PARTY** to ensure that this MoU is implemented as per the terms and conditions agreed upon.

8. **PROJECT COST**

- i Financial implication of the project shall be as below:-



S.No.	Equipment Description	Amount Sanctioned
1	Real Time Digital Simulation	4,85,79,093
2	Cyber Security Lab	1,86,01,700
3	AC-DC-Hybrid Micro-Grid Lab	1,79,00,000
4	Mobility lab	3,40,00,000
5	Upgradation of T & D lab	1,30,10,000
6	Renovation of lab-Civil & Electrical along with furniture	1,36,09,207
	Sub Total	14,57,00,000
	GST @18%	2,62,26,000
	Total (inclusive of all taxes & duties).	17,19,26,000

(Rupees Seventeen Crore Nineteen Lakh and Twenty-Six Thousand Only).

- ii **SECOND PARTY** shall endeavor to limit the actual project cost to the total amount specified above. The item-wise costs mentioned are tentative and may vary, however the overall cost shall not exceed the total project cost. Any amount exceeding the total project cost of ₹.17,19,26,000/- (**Rupees Seventeen Crore Nineteen Lakh and Twenty-Six Thousand Only inclusive of all taxes & duties**) shall be borne by the **SECOND PARTY**.

9. **TERMS OF PAYMENT**

FIRST PARTY shall arrange to release payments for this project directly to the vendors based on the terms and conditions of Purchase Orders issued by the **SECOND PARTY** and on receipt of verified and certified bills from the **SECOND PARTY**. The terms of payment shall be as follows:

- i 100% of the awarded value, limited to the total Project Cost of ₹. 17,19,26,000/- against the Purchase Order placed by the **SECOND PARTY** shall be released by the **FIRST PARTY** within 30 days on raising Demand Note along with of copy of the following documents, by **SECOND PARTY**.
1. Copy of Purchase Order
 2. Vendor Invoices, duly certified by the Director, Punjab Engineering College, Chandigarh.
 3. Work Completion certificate, duly signed by the Director, Punjab Engineering College, Chandigarh.
- ii Project cost pertaining to the Civil and Electrical Works undertaken as part of the renovation of lab-Civil & Electrical- (Sl no: 6 of Clause 8(i)) shall be disbursed to the contractor by the **FIRST PARTY** upon the achievement of significant project milestones to be defined by the **FIRST PARTY**. Such disbursements shall be made solely upon the written request of the **SECOND PARTY**, Director, Punjab Engineering College, Chandigarh, and shall be contingent upon the submission of the following documents:

1. Duly certified measurement records verifying the quantum of work executed.
2. A corresponding invoice raised by the contractor.

All documentation must be in strict accordance with the Letter of Award.

Notwithstanding the foregoing, no payment shall be released in the event that the value of the work executed, as verified by the certified measurements, is less than the amount claimed in the invoice. Under no circumstances shall advance payments or payments in excess of the verified work value be entertained.

- iii Against the amount disbursed by the **FIRST PARTY**, the **SECOND PARTY** shall submit the Utilization Certificate to the Nodal Officer of the **FIRST PARTY**, within 30 days of the disbursement of Payment as per clause 09 (i) & (ii) above.
- iv At no stage shall **SECOND PARTY** use funds from any other funding agency / Corporation, under their CSR program for the execution of this project.
- v On receipt of the entire expenditure incurred by **SECOND PARTY** towards implementation of the above project, the assets so created shall be operated and maintained by **SECOND PARTY**.
- vi In case, **SECOND PARTY** avails ITC (Input Tax Credit) on such purchase as per GST Act/Rules, same shall be passed on/ transferred to **FIRST PARTY** along with Unutilized/Unspent Fund. **SECOND PARTY** shall provide relevant documents with respect to availment/ Non-availment of GST (ITC).
- vii **SECOND PARTY** shall raise the Invoice/bills/Demand Note to POWERGRID only for conducting the project/activity as per terms of payments mentioned in clause 09 above.

10. PAYMENTS

- i To facilitate smooth execution of work and to complete the work within the stipulated time schedule, **FIRST PARTY** shall ensure the release of funds as per Clause no. 09 of this MOU. **FIRST PARTY** shall not be responsible for any liability arising out of the delay in the release of funds required for the execution of the project in case the **SECOND PARTY** fails to raise the demand note/s for the same in accordance with clause 09 of this MOU.
- ii **SECOND PARTY** shall commence the work under this MOU, after the signing of MOU as indicated in clause 09 above.
- iii It is clearly understood by the parties that funding of the project cost is the responsibility of **FIRST PARTY**. **SECOND PARTY** shall not finance any portion of

the work from other sources, funding agency / Corporation, under their CSR program for the execution of this project, at any time during the execution of the project.

- iv The funds disbursement shall be made by the **FIRST PARTY** to the vendors in Indian Rupees only. **SECOND PARTY shall submit bank account number/details of bank/PAN/GST details etc of the respective vendors for receiving of funds through e-banking only.**

11. PROGRESS REVIEW MEETINGS

To review the progress of work, review meetings shall be held at the level of coordinator of all the parties at a mutually agreed place and at a time as and when required. The coordinator of the **SECOND PARTY** shall submit a progress report to the Coordinator of the **FIRST PARTY**, as and when demanded.

12. GENERAL PROVISIONS

- i Nothing contained in this MoU shall be construed or have an effect as constituting a relationship of employer and employee or principal and agent between **FIRST** and **SECOND PARTIES**.
- ii The **SECOND PARTY** shall be solely responsible for carrying out the works/procurement and for ensuring quality and adequacy of the items being procured.
- iii The **SECOND PARTY** shall be solely and exclusively responsible for all acts and omissions of its staff and any persons, associates, institutions engaged by it in the course of implementing the project and for the health, safety and security of such persons or entities and their property.
- iv The **SECOND PARTY** shall not accept funding from any other source for this particular work.
- v The **SECOND PARTY** shall keep indemnified and harmless, the **FIRST PARTY** against any civil or criminal liability arising out of operation and execution of the project.

13. COORDINATION

FIRST PARTY and **SECOND PARTY** shall identify their coordinator for executing this project and their Name, Address and Contact number shall be communicated to other parties for better coordination and execution of the project.

14. STATUTORY COMPLIANCE

The **SECOND PARTY** shall be solely responsible for all Legal/Statutory compliance in respect of the works under the Scope of Work.



15. TIME SCHEDULE

- i The project has to be completed by 31st March 2027 in all aspects/respect.
- ii In case the **SECOND PARTY** fails to adhere to the time frame given at clause 15(i), the **FIRST PARTY** shall not be responsible for any liabilities arising out of such deviations/delays attributable to the **SECOND PARTY**.
- iii If by reason of any industrial dispute or causes outside of and beyond the reasonable control of **SECOND PARTY** and its contractor(s), including delay in release of funds by **FIRST PARTY**, the work is delayed or impeded, the delayed period shall be construed as deemed time extension.
- iv The completion period is indicated in good faith and is subject to fulfilment of obligation on the part of the **FIRST PARTY** and **SECOND PARTY**.
- v The time schedule for the procurement shall be treated as an integral part of this MOU. Probable delay if any, and the corrective measures to be taken to avoid the same shall be mutually discussed between the parties herein.

16. RECORDS OF ACCOUNTS

The **SECOND PARTY** shall maintain records and accounts of all expenses incurred by them for the procurement under the scope of works/MoU as per their normal procedure and shall be made available for verification/auditing at any stage by **FIRST PARTY**.

17. EVALUATION

FIRST PARTY shall, at its discretion, retains its right to carry out Impact Assessment Study of this CSR project (even through third party / independent assessor) upon its completion and Director, Punjab Engineering College, (Deemed to be University) Chandigarh agrees to extend cooperation and access to relevant records and documents to **POWERGRID** and its representative. Further, beneficiaries/student data will be provided to **POWERGRID** for conducting the **IMPACT ASSESSMENT** of the project on yearly basis for 5 years from the completion of the project.

18. SETTLEMENT OF DISPUTES & JURISDICTION

- 18.1 In the event of any dispute arising under this MoU, each party's representatives shall endeavour to resolve the dispute amicably. If the dispute cannot be settled amicably then such dispute shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM number 05/0003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

- 18.2 Governing Law: This MoU will be governed by and construed by the laws of India and



shall be subject to jurisdiction of the competent courts at Chandigarh, India.

19. WAIVER

Neither the failure nor any delay by any party in exercising any right, power, under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, and no single or partial exercise of any such right, power, will preclude any other or further exercise of such right, power, or the exercise of any other right, power.

20. SURVIVAL

Upon expiration or termination of the Agreement, the following provisions will survive: Settlement of Dispute and Arbitration (Clause 18); Third Party Dispute (Clause 3(iii)); audit-related requirement for the payments as per clause 09; Terms of Payment (Clause 09); Indemnity (Clause 12(v))and confidential information (22)

21. SEVERABILITY

If, any part, term, or provision of this Agreement shall be found illegal, unenforceable, or in conflict with any valid Law, the validity of the remaining portions of any provisions and any other provisions in this Agreement shall not be affected thereby.

22. CONFIDENTIAL INFORMATION

Each party agrees that it will treat confidentially all information provided by the other party (the "Discloser") regarding the Discloser's businesses and operations, including, without limitation to CSR activities. All Confidential Information provided by the Discloser shall be used only by the other party hereto (the "Recipient") solely for the purposes of rendering services pursuant to this Agreement and shall not be disclosed to any third party, without the prior consent of the Discloser. It is agreed between the parties that the information, if shared (after seeking consent from the Discloser) will solely be for the purposes of rendering services under this Agreement.

23. ENTIRE AGREEMENT

This Agreement embodies the complete agreement and understanding between the parties and supersedes and pre-empts any prior understandings, agreements, or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

24. PUBLICITY

- i **FIRST PARTY's** signage (given below) shall be placed prominently in the assets created without any liability/cost overheads on this account.





- ii **SECOND PARTY** shall place signage Atrium of the **FIRST PARTY** at strategic locations outside the building. Stone Plaques shall also be fixed on the walls of lab mentioning that Power Grid Corporation of India Limited has established POWERGRID Centre of Excellence at Punjab Engineering College, Chandigarh, through its Corporate Social Responsibility & Sustainability initiative.
- iii. Wherever possible, **SECOND PARTY** may consider giving wide publicity to the assistance provided by POWERGRID's Corporate Social Responsibility programme not only in their own internal publications and newsletters but also in local dailies/any other mass communication channel etc. without any liability/ cost overheads to POWERGRID on this account
- iv **FIRST PARTY** reserves its right to inspect the project being implemented during and after the execution of the project for the purposes of Impact Assessment feedback and making videos, filming, and documentaries to showcase its initiatives under CSR projects for which **SECOND PARTY** shall extend full cooperation in this regard to achieve this objective.

25. **NOTICES AND COMMUNICATIONS**

All notices/communications required or permitted to be given under this MoU shall be in writing and sent through RPAD, duly addressed to the respective party at the address mentioned below:

FIRST PARTY	SECOND PARTY

IN WITNESS WHEREOF the parties hereto have fully executed these presents through their duly authorized representatives on the Day, Month and Year mentioned above.

Signed by

POWER GRID CORPORATION OF
INDIA LIMITED

सत्य बजाज/Tarun Bajaj
मुख्य कार्यकारी अधिकारी/
Chief Executive Officer
पी.एच.टी.एल/P.H.T.L

Witness:

1.

Name: JASBIR SINGH
Address: ED (CSR)
POWERGRID
GURGAON

2.

Name:

Address:

VIKRAM SINGH BHAL
ED (CMG-CC)
POWERGRID
GURGAON

Signed by

PUNJAB ENGINEERING
COLLEGE, (DEEMED TO BE
UNIVERSITY) CHANDIGARH

Director
Punjab Engineering College
(Deemed to be University)
Chandigarh

Witness:

1.

Name: Dr. RAJESH KUMAR
Address: Head Alumni,
Corporate & International Affairs

2.

Name:

Address:

Dr. Rintu Khanna
Head, EED
PEC, CHD