



MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL PRODUCTIVITY COUNCIL

AND

PTC INDIA LIMITED



Memorandum of Understanding

This MoU signed on this 15th day of March 2021 at New Delhi

BETWEEN

National Productivity Council, under the Department for Promotion of Industry and Internal Trade (DPIIT), M/o Commerce and Industry, Government of India, hereinafter referred to as NPC having its registered Office (HQ) at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road, New Delhi-110003, represented by the Director General, NPC or by its duly authorized representative, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees) first party.

AND

PTC India Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi - 110066 through its authorized representative, PTC India Limited (herein after referred to as "PTC", which expression shall, unless repugnant or inconsistent with the subject or to the context thereof, be deemed to mean and include its successors and assigns) of the Second Part.

NPC & PTC are herein referred to individually as the "Party" and collectively as "Parties" respectively).

Whereas,

NPC is a leading national level organization operating in the area of productivity. NPC has 12 regional offices in various places in India besides head office at Delhi. It has full-fledged residential training centre at Chennai, India for providing training in energy efficiency and productivity. NPC provides services mainly in the area of management of energy, environment, technology, process and human resource. The key areas of strength of NPC are:-

- Augmenting productivity by optimization of man, material, technology and processes.
- Energy/environment/water audits of industries, companies, organizations etc.
- Capacity building in energy efficiency and productivity enhancement.
- Resource efficiency, waste management, energy management, human resource management, industrial engineering, productivity research, technology management, agri-business, information technology etc.



- Establishing Centres for Excellence in Training for Energy Efficiency and other important contemporary technological interventions such as Industry 4.0 etc

Whereas,

PTC India, established in 1999 as an Initiative of Ministry of Power with the objective of promoting market development in power sector. PTC is a market leader in India offering power trading solutions and over the years, it has emerged as a strong consultancy and service provider across various domains of energy sector with a highly experienced multi-disciplinary team of professionals is providing end-to-end solutions to various clients like Central Ministries, CPSUs, Urban Local Bodies, Ports, Railways, Airports, industries and commercial establishments etc. PTC's consultancy business services include:

- Power sector Regulatory services,
- Power port-folio management services
- Renewable Energy Development
- Power evacuation/ Transmission projects
- Distribution Management Services
- Energy efficiency studies / Energy audit
- Project Management Services
- Waste-to-Energy & Waste Management

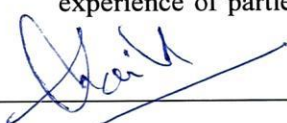
NPC and PTC through this MOU are keen to enter into business relationship whereby they could leverage their strengths for their mutual benefits.

Now, therefore, it is hereby agreed by and between both the Parties through the instrument of this MOU as follows:

I. OBJECTIVE/SCOPE OF WORK

1.0 NPC & PTC shall jointly explore and develop business opportunities for consultancy/ project management services in the area of Energy Efficiency, Renewable Energy, Productivity enhancements, Quality assurances, optimization of technology, processes & human resources, capacity building, and any other suitable area within India and overseas.

2.0 This MOU shall facilitate to strengthen and supplement the knowledge, expertise and experience of parties, in order to harness upcoming business opportunities identified



mutually or by either party.

II. APPROACH

3.0 NPC and PTC shall co-operate with each other to identify and take-up projects, within the scope of work as mentioned in Clause 1.1 above, either through tender or sole-source basis in India and abroad on a case-to-case basis (Identified Projects¹).

4.0 The Parties shall make joint presentations to various Clients in India and abroad as may be required from time to time.

5.0 Each Party shall bear their respective cost for achieving the objectives of this MOU. All pre - tendering expenses incurred by either Party including in sales promotion activities till finalisation of the order shall be borne by the respective Party incurring the same.

6.0 While drawing up or collaborating for any tender, both Parties shall agree, in writing, on the scope of services and work to be rendered by each Party and the form of co-operation.

7.0 The Parties, before finalizing the contract (either through tender or sole-source basis) with the Client, shall negotiate and enter into a definitive agreement between them defining clearly the scope of work and services, prices, obligations of each Party and other technical and commercial matters as well as performance guarantees.

8.0 On any such identified Projects, after joint tendering / upon award, NPC and PTC shall work on exclusive basis for their respective scope of work earmarked for the Projects. The mode of co-operation for such identified Projects shall be as per a definitive agreement entered between Parties on case-to-case basis.

III. AGREEMENT FOR COLLABORATION

Professional and Financial Implications

NPC/PTC will jointly be responsible for overall project management & coordination, resource management, deliverable and liaison with Industries, Utilities and all other concerned stakeholders. However, for each of the project or activity being undertaken by NPC/PTC, a detailed scope of work including financial implications and other terms and conditions for executing the project will be worked out jointly.

¹ A project is said to be identified project under this MoU when it is mutually agreed between NPC and PTC to pursue with a specific client (s) as a business opportunity.

IV. NODAL AUTHORITY AND SIGNATORIES

The nodal officer and signatory on behalf of NPC shall be Secretary, NPC or any nominee and the nodal officer and signatory on behalf of PTC shall be Director (BD & Marketing) or its nominee, for all the decision making and concurrence.

V. TENURE & TERMINATION

The MoU shall be effective from the date of signing and same shall remain in effect for 3 years and may be extended for further period thereafter by mutual consent. Either party wanting to terminate the MoU can do so by giving three months prior notice to the other party. Notwithstanding any such termination, all projects already undertaken will continue to be governed by the respective project specific agreements and shall be performed by both parties in good faith.

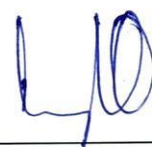
VI. INTELLECTUAL PROPERTY

Neither party shall use the intellectual property, including logos, trademarks, service marks, trade names, service names, nor brand names of the other party, without obtaining prior written consent.

VII. DISPUTE RESOLUTION & CONFIDENTIALITY

Any dispute arising due to misunderstanding in relation to terms & conditions of MoU to be resolved amicably by the executants of the MoU or by Head of the both parties without resorting to the court of law. The decision of settlement of disputes arrived at shall be final and binding on both the parties. At the same time, utmost confidentiality to be maintained by both the parties during the validity of MoU.

In case the parties are not able to resolve the dispute within 30 days of its being raised shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act and its amendments in force for time to time.



VIII. FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrollable event.

IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.

For and on behalf of PTC



(Dr. Rajib K. Mishra)

Director (Marketing & BD)
PTC India Limited

For and on behalf of NPC




(Shailesh Srivastava)

Secretary
National Productivity Council
On behalf of DG, NPC


Witnesses:

1. 

2. 
Ashish Tripathi

Witnesses:

1. 
Dr. K.P. Sunny

2. 
K.D. Bhavdang
R.D. Deh.