

MEMORANDUM OF UNDERSTANDING

BETWEEN

RAILWAY ENERGY MANAGEMENT COMPANY LIMITED

AND

ENERGY EFFICIENCY SERVICES LIMITED

FOR

**IMPLEMENTATION OF ENERGY EFFICIENCY PROJECTS
IN INDIAN RAILWAYS**



MOU between "REMCL" and "EESL" for implementation of Energy Efficiency projects in IR



MEMORANDUM OF UNDERSTANDING

between

Railway Energy Management Company Limited and Energy Efficiency Services Limited

1.0 DEFINITIONS

1.1 In this memorandum the following expressions shall have the following meanings :

Expression	Meaning
"MoR"	Ministry of Railways.
"MoP"	Ministry of Power.
"REMCL"	Railway Energy Management Company Ltd.
"EESL"	Energy Efficiency Services Ltd.
"PAT"	Perform, Achieve and Trade.
"PMV"	Project Measurement & Verification.
"PRSC"	Project Review Steering Committee.
"BEE"	Bureau of Energy Efficiency.

2.0 INTRODUCTION

Zonal Railways, a Central Government Organization representing the Indian Railways and PUs under the Ministry of Railways. Energy Efficiency Services Limited (under Ministry of Power), a company in the public sector incorporated under the Companies Act, 1956 having its registered office at 4th Floor, SEWA Bhawan, R.K.Puram, New Delhi (hereinafter referred to as EESL which expression shall mean to include its subsidiaries, affiliates, successors and assigns) on the one part



MOU between "REMCL" and "EESL" for implementation of Energy Efficiency projects in IR.



Railway Energy Management Company Limited, JV of RITES Limited and Ministry of Railways incorporated under the provisions of Companies Act, 1956 having its registered office at 12th Floor Core-I, Scope Minar, Laxmi Nagar, Delhi(hereinafter referred as "REMCL" which expression shall mean to include its subsidiaries, affiliates, successors and assigns) of the other part.

3.0 BACKGROUND

- 3.1 REMCL is having primary business interest in procuring economical power to Railways, Setting up renewable energy plants (Solar, Wind etc) and improving energy efficiency in Railways.
- 3.2 EESL is providing services related to implementation of various energy efficiency projects in various industry segments.
- 3.3 Both parties recognize the importance of improving energy efficiency in Railway Buildings located across Zonal Railways of Indian Railways.

4.0 SCOPE

- 4.1 This document endeavors for development and implementation of Energy Efficiency projects which result in potential savings to Zonal Railways at various railway Buildings owned and managed by Railways.
- 4.2 A detailed project specific tri-partite agreement will be entered in to on, "Case to Case basis" where all the parties (EESL, Zonal Railways & REMCL) decide to work together on mutually agreed terms and conditions clearly defining the roles and responsibilities of each party. Projects involving sizeable investments will be undertaken for execution under this MOU.
- 4.3 EESL intends to undertake energy efficiency projects on case to case basis render technical advisory and associated Project Management Consultancy services wherein upfront capital investment through ESCO model will be made by EESL.



MOU between "REMCL" and "EESL" for implementation of Energy Efficiency projects in IR



4.4 REMCL will provide consultancy services to Zonal Railways in executing agreement. Providing recommendations to Zonal Railways and other advisory services as envisaged during the project activity.

5.0 ROLES AND RESPONSIBILITIES

5.1 EESL shall be obligated to provide the following services to Zonal Railways on remuneration basis:

- Undertake Energy Audits of Railway Building.
- Assess potential of energy savings through techno-commercially viable energy efficiency measures as may be mutually agreeable.
- Freezing of Technical Specifications of various energy efficient equipments (**LED Light**, Air Conditioning, Ceiling fans, water pumps, APFC panels, Compressors etc.) to be deployed in the relevant projects.
- Procurement on competitive bidding basis as per public procurement norms ensuring the technical performance of newly installed equipments as per design specifications.
- All new items procures shall comply with 5 star labels of BEE and to other BIS/International standards where BEE rating is not applicable.
- Perform all obligations in compliance with any and all federal state, local laws, rules and regulations as per sound engineering & safety practice.
- Provide third party PMV services as and when required as per best engineering practice as mutually agreed.

5.2 REMCL shall facilitate the following activities to Zonal Railways on remuneration basis:

- Preparation and executing agreement relating to this MOU between Zonal Railways and EESL



MOU between "REMCL" and "EESL" for implementation of Energy Efficiency projects in IR



- Review and recommend the energy efficiency project proposed by Zonal Railways based on energy audit report of EESL.
- Review the technical specifications of new items being procured by EESL and recommend additional requirements, if any.
- Validate final BOQ proposed by EESL.

5.3 Zonal Railways will facilitate to provide all the information, logistics, arrangements, support and suitable resources to EESL required for undertaking the project activity by them to be agreed by them as per the tripartite agreement.

6.0 AREAS OF COOPERATION & MODALITIES OF IMPLEMENTATION

6.1 Zonal Railways and EESL jointly undertake to formalize setting up a "Project Review Steering Committee" comprising of authorized representative from Railways and EESL. PRSC shall finalize the list of projects, RFP, evaluation of techno-commercial bids and finalization of implementing agencies.

6.2 PRSC shall convene regular project meetings among stakeholders to ensure streamlined manner of project delivery encompassing requisite government approvals, grants/rebates, various project issues etc. for timely completion.


6.3 PRSC shall finalise modalities related to annual PMV of projects that may be undertaken jointly by EESL and Railways.

6.4 REMCL shall facilitate the review of Energy Audit report, technical specifications and BOQ etc. proposed by EESL on advice from Zonal Railways.

6.5 EESL shall under this MOU perform all tasks, site supervision, at various projects as per individual project BOQ.

6.6 Details such as investment, specification, potential savings and relevant BOQ shall be finalized in consultation with PRSC.

6.7 EESL shall endeavour towards professional and technical accuracy of all services performed, either by EESL or its subcontractors or others on its behalf, such as an



MOU between "REMCL" and "EESL" for implementation of Energy Efficiency projects in IR



experienced Project Management Consultant (PMC) throughout the term of this MOU.

6.8 All activities related to Zonal Railways are to be finalized in the tri-partite agreement.

7.0 PROCEDURES FOR AMENDMENT, SEPARATE AGREEMENT FOR SEPARATE PROPOSALS, CANCELLATION AND NON-EXCLUSIVITY

7.1 This Memorandum may be amended **with consent of both parties in writing**, if at any time during its term, the work or environment of the Railways and EESL, is so altered that the contents of the Memorandum are no longer appropriate or unworkable in the manner envisaged in this Memorandum as the case may be.

7.2 Pursuant to this Understanding, separate agreements with commercial terms & conditions will be negotiated and entered into between the Parties after fulfilling the prescribed procedure of Govt. of India that identify specific proposals for implementation while taking into consideration the overall objectives of EESL / Railways.

7.3 This Memorandum embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the Parties to this Understanding. Any changes are to be recorded in writing and inserted or attached to this Memorandum and this will have the effect of updating the Memorandum.

7.4 Either of the two parties can, at any time during the period of the Memorandum, rescind/cancel the same after giving a notice in writing. The notice will not be less than one month prior to the actual date of rescinding/cancellation this Memorandum. However, if any act needs to be performed which though started before the rescission/cancellation and which needs to be completed, shall be finished by that party by whom it is to be performed, to the extent it is possible of performance, and it shall not be open to that party to complain that it shall not perform the incomplete acts.



7.5 This Memorandum does not grant any exclusive right to any of the two Parties in the areas of cooperation that they mutually agree to and shall not create any legal binding obligations upon either Party.

8.0 INTELLECTUAL PROPERTY RIGHTS

8.1 The Parties hereto understand and confirm that all contents including all signage, displays which include the logo and trademark of EESL & REMCL/Railways, shall be displayed only upon prior written consent from EESL/REMCL/Railways.

8.2 Neither Party shall use the intellectual Property of the other party in any manner whatsoever, without the prior written consent of the other Party.

9.0 ASSIGNMENT

This MOU shall ensure to benefit the Parties hereto and to their respective successors and permitted assigns. No Party shall assign this MOU to any Third Party without the prior written consent of the other Party, for which written consent shall not be unreasonably withheld by the other party.

10.0 TERMS OF AGREEMENT

This memorandum will remain in force for a period of 5 years from the date of its execution. This Memorandum can be extended for such periods or further periods by the mutual consent of both the parties. All such extensions will be in writing.

11.0 SEVERABILITY

In the event that any or part of the terms and conditions or provisions contained in this MOU shall be determined invalid, unlawful or unforeseeable to any extent such term, condition or provision shall be served from the remaining terms, conditions and provisions that shall continue to be valid and enforceable to the fullest extent permitted by law.



12.0 ADDRESS FOR COMMUNICATION

Any notice or other communication required or permitted to be given by or pursuant to this MOU shall be delivered or sent to below mentioned address:

In case of REMCL

Railway Energy Management Company Ltd.
Rites Bhawan, Gurgaon (Haryana)

Authorized Representative:

Mr. SUDHIR KUMAR SAXENA
COO/REMCL
Phone: 0124-2818768
Email: sudhirkumarsaxena@rites.com

In case of EESL

Energy Efficiency Services Limited,
Corporate office, 4th Floor, IWAI Building, A-13, Sector 1, Noida, U. P. – 201301

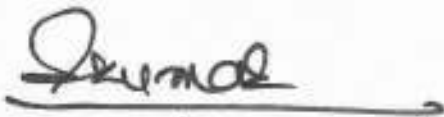
Authorized Representative:

Mr. SAURABH KUMAR
Managing Director/EESL.
Phone: 0120 4908020
Email: skumar@eesl.co.in

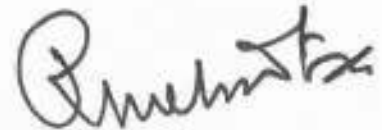


13.0 SIGNATURES

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Agreement by their duly authorized officers on the date first above written.

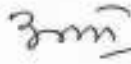


For Energy Efficiency Services Ltd
(Saurabh Kumar)
Managing Director EESL



For REMCL
(Rajeev Mehrotra)
Chairman REMCL

Witness

1. Pranay Kumar, Director, Railway Board.
2.  (AJAY KAKKAR), AEE / Chg / HQ.