Government of India
Ministry of Railways
(Railway Board)

No. 2015/Elect (G)/150/7 **New Delhi, dated 07.09.2015**

The General Manager,
All Indian Railways & PUs
CORE/Allahabad

Director General
RDSO/Lucknow
NAIR/Vadodara

Director,
IREEN/Nasik Road

Chairman cum Managing Director (As per standard list)

Sub: Memorandum of Understanding between Ministry of Railways, Ministry of Power, Ministry of New & Renewable Energy, BEE, EESL & REMCL etc.

Please find attached the copies of four (4) MOUs signed on 12.08.2015 between Ministry of Railways, Power, New & Renewable Energy, Railway Energy Management Company Limited, Bureau Energy Efficiency & Energy Efficiency Services Ltd., for your kind information & implementation of the actionable points mentioned in the MOUs under intimation to this office.

DA: As above.

(Pranay Kumar)
Dir.Elect.Engg.(PS)
Railway Board

Copy to: -

1. EDPG/MR and PS/MR for kind information of Hon'ble MR please.
2. Adv. PG/MOS(R) for kind information of Ho'ble MOS(R) please.
3. PSO/Sr.PPS to CRB, ME, FC, MM, ML, MT, MS & Secretary for kind information of CRB, ME, FC, MM, ML, MT, MS and Secretary please.
4. All AMs and Advisers of Railway Board.
5. CEEs all Indian Railways & PUs.
6. ED/CC, Railway Board
7. DME/C&IS for uploading on the website of Railway Board.

List of Chairmen & Managing Directors/Chief Administrative Officer,

1.	**Bhartiya Rail Bijlee Company Limited**, Core-7, Scope Complex, Institutional Area, Lodhi Road, New Delhi - 110003
2.	**Container Corporation of India, Concor Bhawan**, C-3, Mathura Road, Opposite Apollo Hospital, New Delhi-110020
3.	**Central Organisation for Modernisation of Workshops**, Tilak Bridge, Bahadur Shah Zafar Rd, New Delhi, 110076
4.	**Centre for Railway Information Systems**, Chanakya Puri, New Delhi-110021
5.	**Dedicated Freight Corridor Corporation of India Ltd.**, 5th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi - 110001
6.	**Indian Railway Construction Organisation**, C-4, District Centre, Saket, New Delhi - 110017
7.	**Indian Railway Catering and Tourism Corporation**, 9th Floor Bank of Baroda Building, 16 Parliament Street, New Delhi-110001
8.	**Indian Railway Finance Corporation**, UG - Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003
9.	**Indian Railway Stations Development Corporation Limited**, 4th, Floor, Palika Bhawan, Sector XII, R.K.Puram, New Delhi – 110066
10.	**Kolkata Metro Rail Corporation Ltd**, HRBC Complex KMRCL Bhawan 2nd & 3rd Floor, Munsi Premchand, Sarani, Kolkata - 700021
11.	**Konkan Railway Corporation Ltd**, Plot No. 6, Belapur Bhawan, Sector- 11, Cbd Belapur, Mumbai-400614
12.	**Mumbai Railway Vikas Corporation**, Church Gate Station, 2nd Floor, Station Building, Churchgate,, Maharshi Karve Rd, Churchgate, Mumbai, Maharashtra 400020
13.	**Railtel Corporation of India Ltd.,** 10th Floor, Bank of Baroda Building, 16 Parliament Street, New Delhi-110001
14.	**Railway Energy Management Company Limited,** RITES BHAWAN, 1, Sector 29, Gurgaon, Haryana, India-122001
15.	**RITES LTD.**, RITES BHAWAN, 1, Sector 29, Gurgaon, Haryana, India-122001
16.	**Rail Land Development Authority,** RLDA, Near Safdarjung Rly. Station, Moti Bagh-1 New Delhi-110021
17.	**RAIL VIKAS NIGAM LIMITED**, Plot No. 25, First Floor, August Kranti Bhawan, Africa Ave, Bhikaji Cama Place, R.K. Puram, New Delhi-110066

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF RAILWAYS

AND

MINISTRY OF POWER

FOR

COOPERATION IN THE AREAS OF ELECTRICITY & ENERGY EFFICIENCY IN INDIAN RAILWAYS.

नवीन 2017

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereinafter refers to as "MOU" is made on the 12th day of August, 2015 by and between:

1. **The Ministry of Railways**, represented by the Member (Electrical), Railway Board, (hereafter referred to as "MoR").

AND

2. **The Ministry of Power** by Secretary MOP, (hereafter referred to as "MOP").

The expressions "MOR", and "MOP" shall, wherever the context admits, mean and include their respective successor-in-interest and permitted assigns and shall hereafter be referred to individually as **"Party"** and collectively as **"Parties".**

WHEREAS, this MOU is signed between Ministry of Railways and Ministry of Power.

AND WHEREAS, the Parties are keen to cooperate and create an enabling framework for achieving synergies in the areas concerning Electricity & Energy Efficiency in Railways.

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby have agreed upon the following broad principles:

2. SCOPE:

2.1 This MoU provides a flexible, framework under which both parties may collaborate and cooperate for the efficient, reliable & economical generation, transmission, distribution, trading, supply, marketing of Electricity & Energy efficiency on Indian Railways.

2.2 Both parties will support each other in pursuance of their common initiatives in identification & development of electricity & Energy Efficiency projects in the Railway premises. The development of these projects shall be implemented either through a joint venture project of both the Ministries or through formation of projects specific JVCs/SPVs as per applicable laws /agreements entered between the organizations under the two Parties.

2.3 "MOR" and "MOP" will provide the requisite support wherever required to ensure expeditious progress and commissioning of the projects.

2.4 Organizations/PSUs under the control of the two Parties shall enter into separate project specific operational agreements for the operation and maintenance of the assets & may form JVCs/SPVs depending on project specific requirements.

2.5 SPVs/JVCs may take employees on deputation basis and can recruit employee on contractual basis.

2.6 Each Party may nominate at least one representative on the governing body/Board of Directors of the JVC/SPV and a Nodal officer from the Ministry for implementation of this MOU.

2.7 Any dispute or difference arising between the Parties shall be settled amicably.

2.8 This MoU shall be without prejudice to any other MoU entered in to between "MOP" and MoR earlier, and shall not in any way affect any other understanding as may be necessary for any other project.

2.9 The Parties may with mutual consent decide on further amendments to this MOU, as may be considered necessary to ensure smooth and efficient execution of the Projects.

3. AREAS OF COOPERATION

3.1 Implementation of Electricity & Energy Efficiencies projects for Indian Railways including feasibility, study, construction, operation and maintenance of Electricity & Energy Efficiency projects in a phased manner by optimum utilization of resources of both Parties.

3.2 Co-operation for construction, operation and maintenance of transmission lines for connection with Railway substation through the PSU's under the control of both parties and development of smart grids & online Load Monitoring Centers, in co-ordination with National load Dispatch Centers etc.

3.3 Facilitating sharing of information, experiences, knowledge and training of staff and officers of Railways at their own cost on identified subjects or through organization of joint workshops, conferences and seminars etc.

3.4 Exchange of Scientific and Technological information and data, training of scientific and technical personnel's, implementation of joint research or technical projects for achieving energy conservation on Indian Railways.

3.6 Replacement with energy efficient equipments and technology innovation, on non-commercial basis for encouragement to Zonal Railways on energy conservation measures.

3.7 Finalization of concept of papers on present technologies and their usages in Railways.

3.8 Facilitating Railways in obtaining Multilateral funding for projects of power generation, transmission, distribution and energy conservation.

4. Wherever utilized, ownership of the premises/land shall vest with the Railways and SPVs/JVCs shall pay as mutually agreed for the entire agreement period as per provisions of the agreement.

5. "MOR" shall facilitate in completing the process of land acquisition and environmental/ forest clearance(s) for the Projects if required.

6. "MoR" and "MOP" shall provide the requisite support wherever required to the JVCs/SPVs to ensure expeditious completion and commissioning of the Projects.

7. MOP through its organizations will carry out preliminary activities like location, survey, preparation of feasibility/bankability report to establish the project cost, requirement of land, other project related requirements and viability of the Projects. Expenditure on these activities shall be as mutually agreed.

8. MOP or its PSUs may take the necessary steps for the formation of the JVCs/SPVs in consultation with MoR or its PSU. The expenditure on formation of the JV/JVCs shall be funded by as mutually agreed in the JV Agreement.

9. This MoU shall remain in force till both Parties with mutual consent decide otherwise or amend this MOU, as may be considered necessary to ensure smooth and efficient execution of the Projects.

नवीन अग्रवाल

9. This MoU shall remain in force till both Parties with mutual consent decide otherwise or amend this MOU, as may be considered necessary to ensure smooth and efficient execution of the Projects.

10. This MoU shall not supersede or be in conflict with the provisions of the Electricity Act, 2003, Policies, Rules and Regulations made there under.

IN WITNESS thereof, the PARTIES hereto have signed this MOU on the date first written above by their duly authorized representatives.

नवीन 20/5/15

Member Electrical 12/08/15
For and on behalf of the
Ministry of Railways

Secretary
For and on behalf of
Ministry of Power

WITNESS

1. Pramaykumar, Director, Railway Board.

2. (AJAY KAKKAR), AEE/Chg./HQ.

9. This MoU shall remain in force till both Parties with mutual consent decide otherwise or amend this MOU, as may be considered necessary to ensure smooth and efficient execution of the Projects.

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नवीन अग्रवाल
12/08/15

Member Electrical
For and on behalf of the
Ministry of Railways

Secretary
For and on behalf of
Ministry of Power

WITNESS

1. Pramey kumar, Director, Railway Board

2. (AJAY KAKKAR), AEE/Engg./HQ.

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF RAILWAYS

AND

MINISTRY OF NEW & RENEWABLE ENERGY

FOR

COOPERATION IN THE AREAS OF RENEWABLE ENERGY IN INDIAN RAILWAY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter refer to as "MOU") is made on the 12th day of August, 2015 by and between:

1.The Ministry of Railways, represented by the Executive Director, Electrical Energy Management, Railway Board, (hereinafter refer to as "MoR") having its office at Rail Bhawan, Raisina Road, New Delhi-110001,

AND

2.The Ministry of New & Renewable Energy represented by Joint Secretary MNRE, (hereinafter referred to as "MNRE") having its office at Block 14 CGO complex New Delhi -110003.

The expressions "MoR", and "MNRE" shall, wherever the context admits, mean and include their respective successor-in-interest and permitted assigns and shall hereafter be individually referred to as "**Party** " and collectively referred to as "**Parties".**

WHEREAS, this MOU is signed between Ministry of Railways and Ministry of New & Renewable Energy, or through its Public Sector Undertakings (PSUs) nominated by it.

AND WHEREAS, the Parties are keen to develop renewable energy sources in the Railway premises and create an enabling framework for achieving synergies.

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby have agreed upon the following broad principles:

2. INTRODUCTION

2.1 The Government of India (GoI) has identified the power sector as key to achieving its goals of high and sustainable economic growth and accelerated poverty alleviation. Solar energy has great significance in contributing to energy security of India because of (i) economies of scale can reduce costs to make solar energy competitive with the grid; (ii) potential of solar energy in the country is the highest (equivalent to about 1200 Million MWh of energy per year) among the various renewable energy resources as a result of India has the potential to become global and regional hubs for solar energy utilization.

2.2 Both Parties recognize the importance of Solar Energy for sustainable development and towards enhancing the renewable energy in the overall energy mix as envisaged in National Action Plan on Climate Change.

2.3 Both Parties recognize that Railways being one of the largest consumers of electricity and also a deemed licensee under the provisions of Electricity Act, 2003 have an obligation for the generation/procurement of electricity from Renewable Energy Sources as per the targets fixed by the Appropriate Commissions/Statutory policies.

3. SCOPE:

3.1 This MoU provides a flexible, overarching framework under which both parties may collaborate and cooperate for the development of different types of Renewable Energy projects including Solar Projects (off grid/grid connected ground mounted/rooftop).

3.2 Both parties will support each other in pursuance of their common initiatives in development of Renewable Energy projects in the Railway premises. The development of these projects shall be implemented through formation of projects specific JVCs/SPVs as per applicable laws /agreements entered between the organizations under the two Parties.

3.3 Both Parties at its discretion, in consultation with the other party, can utilize the expertise of other agencies under their control in implementing the projects and free to sign any agreement/Memorandum of Understanding, with such agencies. However, any duties and liabilities arising from such agreements/understanding shall be solely the responsibility of such agencies.

3.4 "MOR" and "MNRE" shall provide the requisite support wherever required to ensure expeditious progress and commissioning of the projects. Projects specific agreements including power purchase agreements shall be signed between Zonal Railways/PSUs in Ministry of Railways and PSUs/Developers selected on the basis of tariff based competitive bidding/auction.

3.5 Organizations/PSUs under the control of the two Parties shall enter into separate project specific agreements for the installation, operation and maintenance of the Renewable Energy Projects & may form JVCs/SPVs depending on project specific requirements.

3.6 SPVs/JVCs shall take employees on deputation basis and can recruit employee on contractual basis.

3.7 Each Party shall nominate at least one representative on the governing body/Board of Directors of the JVC/SPV and a Nodal officer for implementation of this MOU.

3.8 Any dispute or difference arising between the Parties shall be settled amicably.

3.9 This MoU shall be without prejudice to any other MoU entered in to between "MNRE" and MoR earlier, and shall not in any way affect any other understanding as may be necessary for any other project.

3.10 This MoU shall remain in force till both Parties with mutual consent decide otherwise or amend this MOU, as may be considered necessary to ensure smooth and efficient execution of the Projects.

4. AREAS OF COOPPERATION

4.1 Conceptualization, structuring, implementation, Operation and Maintenance of Renewable Energy Projects in phased manner by optimum utilization of resources of both Parties.

4.2 Implementation of Renewable Energy projects at different Indian Railways premises (Railway stations, yards, offices, workshops and residential complexes & other installations) which may be effectively done.

4.3 Both parties may also recognize the importance of available Renewable Energy resource for industrial and thermal applications.

4.4 Both parties will jointly work towards awareness of the benefits and promotions of renewable energy, in Railway premises as per mutual agreement.

4.5 Both parties will work towards creation of a fund, to be known as Railway Solar Fund for promotion of research schemes including disposal of future PV waste in the area of Solar energy in Railways.

4.6 MNRE and MoR will work together to implement 1000 MW of renewable energy programme of MoR in a time bound manner of five years.

5. CONSULTATION:

5.1 MNRE and MoR will consult with each other, whenever it may be appropriate and necessary, on the matters covered by this Memorandum and will use their best endeavors to ensure that employees and other staff of both the organizations cooperate in good faith with one another.

5.2 Both Parties should apprise/ keep each other informed on project related matters. If any issue or dispute arises between MNRE and Indian Railways, they will use their best endeavors to resolve the dispute promptly and amicably.

6. "MoR" and "MNRE" shall provide the requisite statutory support wherever required to the JV/JVCs to ensure expeditious completion and commissioning of the Projects.

7. SECI, a PSU of MNRE, jointly with MoR or its agencies will carry out preliminary activities like surveys, preparation of feasibility/bank ability report to establish the project cost, requirement of land, other project related requirements and viability of the Projects etc. including finalization of location as and when requested by MoR. MNRE/SECI may meet this cost if the same is permitted under existing schemes. If not, cost will be met by MoR.

8. MNRE or its PSU shall take necessary steps for the formation of the SPVs/JVCs in consultation with MoR or its PSU as and when requested

by MoR. The expenditure on formation of the JV/JVCs shall be funded as mutually agreed in the JV agreement.

9. MNRE will facilitate MOR in arranging funds from multilateral bodies for funding of Renewable energy projects and also extend Central Financial assistance whenever available.

IN WITNESS whereof, the PARTIES through their duly authorized representative here to have executed this MOU as of the date and place set forth above.

Executive Director,
Electrical Energy Mgt.
For and on behalf of the Ministry of Railways

Joint Secretary MNRE
For and on behalf of
Ministry of New & Renewable Energy

WITNESS:

1. Director, Railway Board.

2. (AJAY KAUSHAL)
AEE/CHS/HQ

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF RAILWAYS
AND

BUREAU OF ENERGY EFFICIENCY

FOR

IMPLEMENTATION OF ENERGY EFFICIENCY PROJECTS

IN INDIAN RAILWAYS

MEMORANDUM OF UNDERSTANDING

BETWEEN
MINISTRY OF RAILWAYS

AND
BUREAU OF ENERGY EFFICIENCY
FOR
IMPLEMENTATION OF ENERGY EFFICIENCY PROJECTS IN INDIAN RAILWAYS

This Memorandum of Understanding (MoU) is made on the 12th day of August, 2015 between the Bureau of Energy efficiency (**BEE**), a statutory body under the **Ministry of Power** and **Ministry of Railways**, Government of India for improving utilization of energy & to improve energy efficiency in Indian Railways.

A. The President of India acting through Adviser Electrical, Railway Board, Ministry of Railways, herein after referred to as the "Railway" (which expression shall unless excluded by or repugnant to the subject or the context be deemed to include its successors-in-interest, executors, administrators, assigns and representatives) of the one part;

AND

B. The President of India acting through Director General, BUREAU OF ENERGY EFFICIENCY, a statutory body under Ministry of Power, herein after referred to as the "BEE"

Pursuant to above, it is decided that **Railways & BEE** to promote energy conservation for achieving Energy efficiency, improving utilization of energy on Indian Railways, Energy audits and promoting efficient use of energy, with the following understanding.

ARTICLE-I
Objective

The objective of this Memorandum of Understanding (MoU) is to confirm the commitment of the Parties to collaborate in efforts in the field of Energy Conservation pursued on the basis of equality and joint benefit as mutually agreed upon by the Parties; taking into account their expertise and their development needs. Cooperation under this MoU shall not preclude other bilateral or multilateral collaborative activities in the field of energy conservation in which either of the Parties may take part.

ARTICLE-2
Scope

The scope of the MoU shall include, activities geared towards developing the policies and their implementation for developing strategies on energy conservation & improving utilization of energy.

ARTICLE-3
Modalities of Cooperation

Bureau of Energy Efficiency (BEE)

The Bureau of Energy Efficiency (BEE), a statutory body under the Ministry of Power will assist Railways in developing policies and strategies on energy conservations & improving utilization of energy with a thrust on self-regulation and market principles. Facilitate implementing energy conservation measures in lighting, buildings, appliances etc. The Broad terms of reference shall cover the following, to promote energy conservation in Indian Railways:

Modalities of Cooperation ;

Cooperation and facilitation under this Memorandum of Understanding may take the following modalities:

a . Implementation of **joint research** or **technical projects** on subjects of achieving energy conservation on Indian Railways.

b . Implementation of energy conservation projects to achieve the specified target of energy saving of the energy consumed by the Railways for its traction & non traction purposes by the year 2020;

c . Encouraging the Zonal Railway & PSU's of Railway for energy conservation Measures;

d . Training of scientific and technical personnel;

e . Exchange of scientific and technological information and data;

f . Organization of workshop, seminars and working groups on IR;

g . Replacement with energy efficient equipments, innovation in technology, on non- commercial basis;

h . BEE will facilitate railways to prepare a concept paper on perspective technologies and their uses in Railways.

i . Implementation of PAT scheme on Railways in consultation with BEE.

j . Development of manuals/implementation guidelines for energy audits of Railway premises, buildings etc.

k . Other modalities as may be agreed upon by the Parties

All collaborative activities under the MoU shall be in accordance with the laws and regulations of the respective Parties.

ARTICLE-4
Joint Working Committee

The Parties shall establish a Joint Working Committee composed of members nominated by each Party, with the objective of:

- Identifying areas of cooperation in Indian Railways for achieving Energy Efficiency & Energy Conservation & new energy technologies systems, sub-systems, devices, components, etc.

- Follow up on cooperation activities & implementation thereof.

The Joint Working Committee shall to the extent possible conduct its work through meeting whenever considered, necessary;

ARTICLE-5
Expenses

Expenditure on activities incurred by BEE in various programmes of co-operation contemplated under this MOU shall be as per mutual agreement between the Parties.

ARTICLE-6
Implementing Arrangement

An implementing Arrangement shall be formulated by both Parties to implement the provisions of Article-3.

ARTICLE-7
Dispute Settlement

Any dispute concerning the interpretation of application of this Memorandum of Understanding shall be settled amicably by negotiations and mutual consent between the parties.

ARTICLE-8
Amendments

This MoU may be amended, revised or modified by mutual consent by the Parties. The amendments shall be enclosed with the present Memorandum of Understanding and shall form an integral part of it thereof.

ARTICLE-9
Entry into Force, Duration and Termination

This MoU shall enter into force on the date of signature, and shall remain in force for a period of **five** years after which it shall be renewed automatically, unless terminated by either Party by giving six (6) months written notice in advance of its intention to terminate it. The termination of this MoU shall not affect the validity and duration of any ongoing programmes and projects under this MoU.

ARTICLE-10
Miscellaneous

Any other matter not included in this MoU which is necessary for the creation and smooth functioning shall be finalised among the Parties on mutually agreed terms and conditions.

The execution of this MoU shall in no way constitute an obligation or commitment by any of the Parties. All obligations or commitments to proceed with the contemplated transaction shall be contained only in the Definitive Documents as and when executed. It is expressly understood that the provisions of this MoU do not create any legally binding commitment between the parties hereto and it is therefore agreed that there shall be no liability or claim for damages of any kind arising from this MoU or negotiations hereto.

Signed this Memorandum of Understanding on this 12th day of **August, 2015** at New Delhi

Director General
Bureau Energy Efficiency
On behalf of, Bureau Energy Efficiency

Adviser Electrical (G)
On behalf of,
Ministry of Railways

Witness:-1 Director, Railway Board.

Witness:-2 (AJAY KAKKAR)
AEE/Ch.I/HQ

MEMORANDUM OF UNDERSTANDING

BETWEEN

RAILWAY ENERGY MANAGEMENT COMPANY LIMITED

AND

ENERGY EFFICIENCY SERVICES LIMITED

FOR

IMPLEMENTATION OF ENERGY EFFICIENCY PROJECTS IN INDIAN RAILWAYS

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

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.

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

- 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

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 AMENDMNT, 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 INTELLUCTUAL 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), ACE/Chg/HQ.