



---

## MEMORANDUM OF UNDERSTANDING

---

BETWEEN

NATIONAL PRODUCTIVITY COUNCIL

AND

ENERGY EFFICIENCY SERVICES LIMITED





## Memorandum of Understanding

This MoU signed on this 16<sup>th</sup> day of September 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

**M/s Energy Efficiency Services Limited**, A JV of PSUs of Ministry of Power, Govt. of India ("EESL"), a company incorporated in India and registered under the Companies Act, 1956, having its registered office at NFL Building, 5th & 6th Floor, Scope Complex, Core III, Lodhi Road, New Delhi 110003, hereinafter referred to as "EESL", or which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators or permitted assigns; and at present represented by Managing Director or his representative of the one part.

NPC & EESL 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.
- Established Centers of Excellence in Training for Energy Efficiency and other important contemporary technological interventions such as Industry 4.0 etc

Whereas,

EESL is a joint venture company of four central public sector undertakings viz. NTPC Ltd., REC, PFC and POWERGRID. EESL was set up to create and sustain markets for renewable energy projects, energy efficiency projects

and e-mobility projects in the country. EESL is providing services related to implementation of various renewable energy and energy efficiency projects and e-mobility in various industry segments.

NPC and EESL through this MOU are keen to enter into business relationship whereby they could leverage their strengths for their mutual benefits while promoting energy efficiency.

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**

This non-binding MOU confirms the preliminary discussions between Parties regarding mutual intention to enter into transactions or services pertaining to implementation of energy efficiency and resource conservation measures at various industries, utilities/facilities including MSMEs (hereinafter referred to as "End user(s)", across the country.

The Parties enter into this MOU with the objective to achieve energy saving and resource conservation by undertaking following initiatives/activities under joint Project(s):

1. Assistance towards awareness for possible adoption of energy efficient technologies by End user(s).
2. Facilitation for organization of presentations/meetings for energy efficiency promotion with Nodal Officers/Person in charge of respective industrial associations.
3. Technical support to EESL in conduct of preliminary site surveys and collection of base line data.

**A. SCOPE OF WORK AND METHODOLOGY OF JOINT PROJECT(S)**

1. Introduce EESL as an implementing agency of energy efficient technologies in energy audit reports.
2. Enhance and tap potential market for energy efficient technologies by providing inventory of End user(s) to EESL and identifying, discussing, and liaising with potential End user(s) on behalf of EESL.
3. Explain benefits such as potential energy and cost savings, up-front financing by EESL and other features of the Energy Efficient solutions to the End user (decision maker);
4. To assist EESL in coordination and follow-up with End user(s) for all purposes, including coordinating and confirming meetings of EESL representatives and the End user(s), responding to queries, for finalizing techno commercial proposal and contract agreement signing between EESL and the End user(s).

**B. IMPLEMENTATION OF ENERGY EFFICIENCY PROJECTS THROUGH INNOVATIVE FINANCIAL MODELS BY EESL.**

EESL in consultation with NPC shall execute the implementation of Energy Efficiency projects either on ESCO model (Energy Servicing Company) or Project Management Consultancy (PMC) model. Under this activity, NPC would provide the inventory list of the End user(s) and EESL would submit the Technical and Financial proposal based on **deemed savings principle** leading to signing of Contract Agreement. The modalities of the contract agreement will be developed subsequently.

## II. APPROACH

1. NPC and EESL shall co-operate with each other to identify and take-up projects, within the scope of work.
2. The Parties shall make joint on-line presentations to various End user(s) in India and abroad as may be required from time to time.
3. Each Party shall bear their respective costs for marketing/promotion activities required for achieving the objectives of this MOU.
4. While drawing up or collaborating for any joint project(s), both Parties shall agree, in writing, on the scope of services and work to be rendered by each Party and the form of cooperation from the start to finalization of the contract agreement between EESL and the End user(s) and beyond, if necessary.
5. The Parties, before finalizing the contract agreement (either through tender or sole-source basis) with the End user(s), 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 of joint project(s) as well as performance guarantees.
6. On any such joint Projects, after bidding / upon award, NPC and EESL shall work on exclusive basis for their respective scope of work earmarked for the joint Project(s). The mode of co-operation for such identified joint Project(s) shall be as per a definitive agreement entered between Parties on case-to-case basis.

### **III. AGREEMENT FOR COLLABORATION**

#### **Professional and Financial Implications**

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

### **IV. Nodal Authority and Signatories**

The nodal officer and signatory on behalf of NPC shall be Secretary, NPC or and the nodal officer and signatory on behalf of EESL shall be Gujarat State Head (Lighting), 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-month prior notice 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.

For the avoidance of doubt, neither party shall be liable to the other for any claim, loss, cost, liability, damage or expense,

including any direct damage or any special, indirect, exemplary, punitive, incidental or consequential loss or damage (including any loss of revenue, income, profits or investment opportunities or claims of third party customers), arising out of or directly or indirectly related to the other Party's decision to terminate this MOU, the other Party's performance under this MOU, or any other decision with respect to proceeding or not proceeding with the definitive Agreements or the Project. Further, each party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other party.

#### **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 Moll 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 Moll.

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 unexpected or uncontrollable event.

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

**AGREED AND ACCEPTED**

**FOR AND ON BEHALF OF NPC**

*Vi Jay ka*  
*16/9/21*

National Productivity Council

Name: *VIJAY KUMAR*

Designation: *Secretary*

**FOR AND ON BEHALF OF EESL**

*Brijesh K* *16/09/2021*

Energy Efficiency Services Limited

Name: *BRIJESH KUMAR*

Designation: *State Head (L) - Gujarat*

Witness:

(i) *[Signature]*  
*K D Bhadani*

(ii) *[Signature]*  
*PRASHANT SRIVASTAVA*

Witness:

(i) *[Signature]*

(ii) *[Signature]*

**ब्रिजेश कुमार / BRIJESH KUMAR**  
राज्य प्रमुख (प्रकाश)-गुजरात/State Head (Lighting)-Gujarat  
एनजी एफिसिएसी सर्विसेज लिमिटेड  
**ENERGY EFFICIENCY SERVICES LIMITED**  
एनपीसी एनजीएसी लिमिटेड का संयुक्त उद्यम  
(A Joint Venture of PSUs Ministry of Power, Govt. of India)  
फ्लोर-3, लोधी रोड, लोधी कॉम्प्लेक्स, लोधी रोड, नई दिल्ली-110001  
Floor-3, 6th & 6th Floor, SCOPE Complex, Lodhi Road, New Delhi-110001