



उत्तर प्रदेश UTTAR PRADESH
LED STREETLIGHT PROJECT IMPLEMENTATION
AGREEMENT

DD 102858

— BETWEEN —

JHANSI NAGAR NIGAM (JNN)

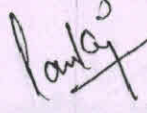
-AND-

ENERGY EFFICIENCY SERVICES LIMITED (EESL)

4TH FLOOR, IWAI BUILDING, A-13,

SECTOR-1, NODA-201301, (UP)


नगर आयुक्त
जंशी नगर निगम याँकी


पंकज कुमार बंसल / Pankaj Kumar Bansal
सहायक प्रबंधक (तकनीकी) / Assistant Manager - Technical
एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
ENERGY EFFICIENCY SERVICES LIMITED

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स्वामि की पत्नी
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FFS1
4th Floor G.WA Builder
Sector - 1 Nerde

स्वामि की पत्नी
A-13
स्वामि की पत्नी कुमार दुबे

लाइसेन्स का नंबर 11-03-2021
नख्तनक विकास प्राधिकरण



AGREEMENT

PROPERTY

SECTION 130A

SECTION 130B

130A-130B
130A-130B
130A-130B

130A-130B
130A-130B

1. DEFINITIONS

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

<u>Expression</u>	<u>Meaning</u>
"BA"	Bilateral Agreement
"EESL"	Energy Efficiency Services Limited

1.2 References to articles are to articles of this Agreement.

2. PARTIES TO THE AGREEMENT

This BA is between the following two parties:

1. Jhansi Nagar Nigam
2. Energy Efficiency Services Limited

3. BACKGROUND

JHANSI NAGAR NIGAM (also referred as JNN) has invited EESL to facilitate supply, installation, service and maintenance of LED streetlight fixtures including their post installation maintenance and warranty replacement during the project period. In response thereto, EESL has agreed to facilitate installation of the LED streetlight fixtures, pole accessories and associated lighting controls as a replacement of existing conventional streetlight fixtures. This BA made on this 26th April day of... in year 2017 at Jhansi Nagar Nigam between

- (i) Jhansi Nagar Nigam acting through its
Representative of First Part;

Alun Prakash

AND

- (ii) Energy Efficiency Services Limited having its registered office at 4th Floor, SEWA Bhawan, R.K. Puram, New Delhi — 110066 acting through its Representative
Sh. Pankaj Dr. Bansal..... (here in after referred to as "EESL") of Second Part.

4. SCOPE

1. This BA provides a framework for implementation of energy efficiency measures in streetlight in the jurisdiction of JHANSI NAGAR NIGAM. The implementation will be by EESL and entire upfront capital cost of energy efficiency interventions i.e., up-gradation of conventional streetlight fixtures with LED streetlight fixtures and associated pole accessories, including annual maintenance and warranty replacement will be through EESL.
2. The project has following major activities:
 - Retrofitting existing conventional fixtures with LED fixtures on point to point replacement basis.
 - EESL shall replace the existing conventional fixtures with LED fixtures in a manner that it will, at the minimum, match the existing light output.

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3. EESL shall ensure supply of Energy Efficient LED streetlight fixtures complete with all accessories. The Energy Savings are indicated in Annexure-I.
4. EESL will replace the conventional street lights with LEDs as indicated in Annex-II of this BA. The Annex-II will be jointly signed by JHANSI NAGAR NIGAM and EESL.
5. EESL shall supply 10% additional quantity of the existing street lights for installation on dummy poles.
6. EESL shall install LED streetlight fixtures within 24 weeks from the date of this BA. At the time of installation of LED streetlights if "EESL" finds any variations in the specified numbers of streetlight fixtures as declared by JHANSI NAGAR NIGAM, the same shall be accounted and will be brought to the notice of JHANSI NAGAR NIGAM in writing. The JHANSI NAGAR NIGAM on receipt of such communication shall rectify and resolve the issue within seven days, failing which the installation shall be deemed completed for all purposes under this BA. Accordingly, JHANSI NAGAR NIGAM shall issue "Implementation Completion Certificate" in favour of the "EESL" forthwith. Any variation $\pm 20\%$ in the number of Light Points will be in the scope of work of this BA.
7. The period of maintenance of 5 years will be counted from the day of issuance of completion certificate.
8. "EESL" shall maintain the installed LED streetlight fixtures for the contract period from the date of issuing "Implementation Completion Certificate" to be issued by the JHANSI NAGAR NIGAM in favour of EESL on completion of installation of all LED streetlights in JHANSI NAGAR NIGAM service area in terms of this BA.
9. "EESL" after dismantling of existing fittings shall handover the same to JNN on-site on every day basis as per the directions of the Engineer in-charge of the JHANSI NAGAR NIGAM against the acknowledgement in writing of the same from JHANSI NAGAR NIGAM. The "EESL" shall have no responsibility for safe keeping of the dismantled lights once they are offered for deposit with the Engineer in-charge/site representative of JHANSI NAGAR NIGAM.
10. EESL Project Implementation Deliverables:
EESL shall retrofit all existing conventional streetlight fixtures excluding LED streetlight fixtures already installed in the jurisdiction of JHANSI NAGAR NIGAM with LED streetlight fixtures.
 - The LED fixtures shall be replaced as point to point replacement of existing conventional fixture i.e., both functional/non-functional fixture shall be considered for replacement.
 - EESL shall ensure supply of Energy Efficient LED streetlight fixtures complete with all accessories, including necessary mounting arrangements.
 - EESL will ensure necessary cabling arrangements (From Luminaire to power supply cable only) switch gear and CCMS
 - The replacement wattage of the LED streetlight fixtures perhaps may either be higher/lesser than the installed existing streetlight fixture wattage; considered with an overall objective to improve the illumination level as compared to existing lux levels. The output of the LED streetlight lux level shall meet the standards, where the pole configuration are as per NLC/IS. EESL shall consult JNN for such cases and technically feasible and financially viable solution shall be adopted by EESL & JNN for the same.
 - In case the existing pole configuration are not meeting the standards as per NLC/IS, recommendations shall be given by EESL for suitable modification of pole


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 (भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों का संयुक्त उद्यम)

configuration which needs to be implemented by JHANSI NAGAR NIGAM if technically feasible and financially viable, at their own cost.

- Any monetary benefit arising while implementation of the project will be passed on to JHANSI Nagar Nigam.
- The LED Street Lights, installed in pursuance to this Agreement, will remain the property of EESL till the end of the Contract Period. Thereafter, the ownership of LED Street Lights will be transferred to Jhansi Nagar Nigam without any further cost.
- The installation of real time Central Control and Monitoring system shall be installed at every switch point.
- Cost of the CCMS system is included in the Financials and will be recovered during the maximum project period of 5 years' service agreement, as per the payments terms mentioned in this agreement, EESL shall install the CCMS and recover the cost as per the payment terms.
- EESL shall ensure supply of energy efficient LED street light fixtures Complete with all accessories.
 - Any other activity or intervention that will help in implementing the Smart Street Light infrastructure in the Jhansi City can be explored & implemented with the consent & agreement of both the parties.

5. OBLIGATIONS OF THE PARTIES

5.1 JHANSI NAGAR NIGAM


- 5.1.1 JHANSI NAGAR NIGAM shall assist EESL or their authorized vendor/representatives in getting permissions as may be required for implementing the project.
- 5.1.2 JHANSI NAGAR NIGAM shall ensure that from the date of this BA and till the completion of the project, the EESL or their authorized vendor/representatives has access to the project facilities for the purpose of carrying out activities as per scope under this BA.
- 5.1.3 JHANSI NAGAR NIGAM shall provide all necessary data, access to facilities and other measures that are expedient in preparation and implementation by EESL or their authorized vendor/representatives.
- 5.1.4 JHANSI NAGAR NIGAM shall ensure timely payment to EESL on monthly basis.
- 5.1.5 For the project, JNN and EESL agree that the following items will be procured, installed and maintained by Jhansi Nagar Nigam.
 - Dedicated Street Light Poles.
 - Supporting feeder panels for these installations.

5.2 EESL

The activities include, but not limited to be:

- 5.2.1 Project preparation, issuance of bids, evaluation and selection of implementing agency based on competitive bidding.
- 5.2.2 Contract management.


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- 5.2.3 Implementation including supply and installation as per schedule indicated in the bid documents.
- 5.2.4 Operation and Maintenance of the street lights during the contract period.

For the project, JNN and EESL agree that the following items will be procured, installed and maintained by EESL:

1. LED Street Lights for selected wattages
2. New Pole Arms (wherever required) with Clamps and Brackets
3. 3-Core connector wire from Pole Junction Box to Luminaire
4. Bimetallic connector for connection between connector wire and main supply cable at Pole Junction Box
5. Pole Junction Boxes (for dedicated light poles only)
6. Dedicated Earthing at each switching point for street lights
7. MCB/ MCCB and other switch gear as required for pole/ switch point control
8. Surge Protection Device
9. Centralized Control and Monitoring System (CCMS) along with accessories

6. PAYMENT TERMS

- 6.1 JHANSI Nagar Nigam will make payments to EESL as per schedule indicated in Annex-III. The payment will be based on energy and maintenance cost savings to JHANSI Nagar Nigam and EESL will take part of the cost savings as annuity payment and limited to its ROE as per the principles elaborated in annexure-III.
- 6.2 Annuity amount determined shall be paid to EESL on quarterly basis as agreed in this agreement. The fixed annuity amount payable to EESL during the contract period shall be secured through an ESCROW arrangement where first priority shall be for EESL payments.
- 6.3 Not later than one month from date of completion, JHANSI NAGAR NIGAM shall through a schedule bank at Uttar Pradesh, open separate ESCROW account for quarterly payment which will have a balance of three months of annuity and that will reviewed and renewed annually.
- 6.4 For payment of monthly bills within 7 days of date of billing, a rebate of 0.5% shall be allowed. If the payments are made after 7 days but within a period of one month of presentation of bills by EESL, a rebate of 0.25% shall be allowed.


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(Joint Venture of PSUs of Ministry of Power, Govt. of India)
- 12 सेक्टर-1, नोएडा- 201301, (उत्तर प्रदेश) 201301, (UP)

6.5 In the event of delay in payment of a quarterly Bill by JHANSI NAGAR NIGAM beyond the period of one month from the date of billing, a Payment Surcharge shall be payable by JHANSI NAGAR NIGAM to the EESL at the rate of two (2) percent calculated on a day to day basis (and compounded with monthly rest) on per annum basis, for each day of the delay.

6.6 Currently, the monthly electricity bill of JNN is being paid by State Finance Commission directly to the Power Distribution Company DVVNL for the power charges calculated on the basis of connected load of street lights. JNN shall make all departmental arrangements and take requisite Government Approvals to ensure that the annuity payable to EESL, on the basis of approved financial model annexed with this BA, shall be released directly by State Finance Commission to EESL.

7. Condition's PRECEDENT

Subject to the express terms to the contrary, limited aspects of the Implementation Period (when commenced) and any legitimate rights arising in law, the rights and obligations under this BA shall take effect only upon fulfilment of all the Conditions Precedent specified below in this Article 6 on or before the expiry of a period of 30(Thirty) days from the Compliance Date. However, the JHANSI NAGAR NIGAM may at any time at its sole discretion and in writing, waive fully or partially any of the Conditions Precedent of the "EESL".

7.1 Condition's Precedent for the JHANSI NAGAR NIGAM


The "JHANSI NAGAR NIGAM" shall:

- (i) Provide an undertaking that all of the Representations and Warranties of the JHANSINAGAR NIGAM set forth in this BA are true and correct as on date this BA are as on the Compliance Date and thereafter,
- (ii) Issue Government orders or Gazette notifications as necessary for implementing the Project.
- (iii) Provide payment Security Mechanism to EESL as per Article 6 in respect of payment of monthly Bills.
- (iv) Provide store for New/Dismantled LED street lights and Bucket cranes and necessary support at the time of project implementation and Maintenance.
- (v) Provide the "EESL" copies (certified as true by the designated of the JHANSI NAGAR NIGAM) of all resolutions adopted by the JHANSI NAGAR NIGAM for execution, delivery and performance of this Agreement, as necessary.

7.2 Conditions Precedent for the "EESL":

The "EESL" shall:

- i. Provide an undertaking that all of the Representations and Warranties of the "EESL" set forth in this Agreement are true and correct as on date of this Agreement and as on the Compliance Date and thereafter;
- ii. Provide the JHANSI NAGAR NIGAM copies (certified as true copies by an authorized officer of the "EESL") of its constitutional documents.


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- iii. Provide that upon request in writing by the "EESL", the JHANSI NAGAR NIGAM may, at its sole discretion and in writing, waive fully or partially any or all the Conditions Precedent set forth in this Article.

7.3 Obligations to satisfy Condition Precedents

- i. Each Party hereto shall use all reasonable endeavours to procure the satisfaction in full of its respective Conditions Precedent set out above within 30 (Thirty) days from Compliance Date.
- ii. Each Party shall bear its respective costs and expenses of satisfying Conditions Precedents unless otherwise expressly provided.

7.4 Non-fulfilment of Conditions Precedent


- i. In the event that any of the Conditions Precedents relating to the "EESL" have not been fulfilled within 30(Thirty) days from the Compliance Date and also, the JHANSI NAGAR NIGAM has not waived them fully or partially, then necessary action shall be initiated to cure the defects by mutual agreement of the Parties to this BA.
- ii. In the event the EESL opts to terminate or dishonouring this BA due to non- fulfilment of Conditions Precedent by the JHANSI NAGAR NIGAM or for any other reason what so ever not specified in this BA, the JHANSI NAGAR NIGAM shall be liable to compensate the "EESL" all the costs/ expenses incurred in relation to the project from the Compliance Date.

8. TECHNICAL SPECIFICATIONS OF LED STREET LIGHTS

The Street Lights replaced by EESL will conform to the Technical Specifications as per the EESL guidelines.

9. PERFORMANCE ASSURANCE

- (i) The "EESL" shall ensure that for the entire agreement period the LED streetlight fixtures supplied and installed shall conform to technical standards in Article 8.
- (ii) The "EESL" shall extend warranty to the LED streetlight fixtures supplied under this BA throughout the agreement period (i.e., 5 years) covering any manufacturing defects. The warranty shall be limited to only manufacturing defects. Further the warranty shall also be not applicable for any damage or malfunctioning of LED streetlight fixtures on account of lightning strike, fire or any kind of Act of God beyond the control of either of the Parties including adverse weather conditions, earth quakes, rains, tempest, whirlwind, landslides, storms, volcanic eruptions, fire or any calamities, riots, high voltage, phase-to-phase voltage, unauthorized handling, accidents and thefts.
- (iii) In the event of any dispute about the performance/efficiency of any luminary supplied under this BA such luminary shall be tested on calibrated watt meter for verification of consumption of power in Watts. If the luminary fails to the agreed specification the "EESL" shall rectify or replace it in terms of warranty at its own cost throughout the Agreement Period.
- (iv) EESL assures a minimum energy savings of 50% from the existing energy consumption (Excluding the installation on dummy poles). This reduction of energy consumption will be verified on representative basis by an independent agency appointed by EESL and JHANSI Nagar Nigam every year for the entire contract period.
- (v) A joint technical committee (EESL & Nagar Nigam) shall conduct the survey for Pre and Post LED Street lighting project LUX Measurements on a sample basis and it will be according to the national lighting code.


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Classification of Lighting Installation	Type of Road	Average Illumination on Road	Uniformity Ratio
Group A1	Important traffic routes carrying fast traffic	30	0.4
Group A2	Other main roads	15	0.4
Group B1	Secondary Roads with considerable traffic	8	0.3
Group B2	Secondary Roads with light traffic	4	0.3

*Note- Wherever standard Road-Pole configuration is available.

- (vi) All the RFP documents including technical specifications, PDI reports and Samples shall be submitted to JNN officials by EESL.
- (vii) EESL will maintain all the retrofit LED lights during the entire contract period at no additional cost to JHANSI Nagar Nigam.
- (i) EESL will provide a system of remote switching on-off of all lights along with real time monitoring
- (ii) EESL shall take an insurance policy to cover for any failure of lighting in addition to the warranty pi manufacturing defect. The necessary premium should be paid by EESL.
- (iii) Responsibility on account of accidents shall in line with division of scope of work;

Confidentiality

Neither of the Parties shall, at any time, before the expiry or termination of this BA, without the consent of the other party, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of their respective officers or employees who require the same to enable the properly to carry out their duties), any information relating to the negotiations concerning the operations, contracts, commercial or financial arrangements of affairs of the other Party or any proprietary information of the other Party.

Carbon Credits

Due to the Energy Efficiency Measures, the Project may qualify for registering with UNFCCC (United Nations Framework Convention on Climate Change) under CDM (Clean Development Mechanism). The JHANSI NAGAR NIGAM shall have the right to submit the Project for approval and certification under the Clean Development Mechanism (CDM) Regime of the Kyoto Protocol and to sell the Certified Emission Reductions generated.


The JHANSI NAGAR NIGAM shall have exclusive rights over the revenues accruing from such CDM transactions and the "EESL" shall not have any claim over them.


10. Penalties

10.1 EESL hereby is required to maintain a minimum uptime of retrofit luminaries of 95% excluding the period of non-availability of power supply

The following will be the performance requirement for replacement that EESL agrees to under this BA:

- (a) To replace the defective LED lights within 48 hours of the reported failure.
- (b) To keep adequate quantities of spare LED lights in order to enable speedy replacement.


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Up to 95% of uptime penalty shall not be imposed by Jhansi Nagar Nigam, however in case of default by EESL in breaching the 95% limit, a penalty equivalent to the monetized value of energy savings from the defective lamps will be deducted from EESL monthly payment. The penalty will be reckoned as follows:

Penalty= [(wattage of replaced light — wattage of defective LED lights) X 12 hours X no. of days of default beyond 24 hours X tariff]

Simple penalty will be applicable in case if energy saving is less than 50%.

11. IMPLEMENTATION PERIOD

- (i) The "Implementation Period" or "Time for Completion of Implementation" shall be a period of 12 Weeks for installation of LED street lights and 8 weeks for installation CCMS units.
- (ii) The "EESL" guarantees that the time for completion of implementation of the project shall be achieved in accordance with the provisions of this BA and not later than the implementation period, as specified above.
- (iii) Extension of Time: The "EESL" may apply for an extension of the Implementation Period under this BA either before or after the end of Implementation Period on account of any of the following causes:
 - (a) A Variation;
 - (b) A Force Majeure event;
 - (c) A cause of delay giving an explicit and express entitlement to extension of time under any article in this BA,
 - (d) Any delay, impediment or prevention by the Government;
 - (e) Any delay caused by Competent Authorities.

Provided that the "EESL" shall at all times use its best endeavours to minimize any delay in the performance of its obligations under this BA, whatever may be such delay.

12. COMPLETION OF THE AGREEMENT:


The present BA will be considered completed or deemed completed:

- (i) After 5 years' service agreement from the date of installation of the equipment by the "EESL" and on receipt of the total project value from the JHANSI NAGAR NIGAM, or
- (ii) On the day the "EESL" receives complete termination payment in terms of Article-15 of this agreement, or
- (iii) On the day the "EESL" receives complete termination payment in terms of Articles-17 of this agreement.

Immediately on completion of this BA the JHANSI NAGAR NIGAM/ shall issue an 'Agreement Completion Certificate' to the "EESL" discharging them from any liability or obligations in terms of this BA. Upon completion of this BA either of Party is precluded from invoking the provisions of this BA and the BA becomes automatically inoperative and not enforceable any further.

13. TERM

This Memorandum commences on 26/04/2017 and will remain in force for 5 years' service agreement till 26/04/2022 unless rescinded by either party. The Memorandum can be extended further by the mutual consent of all the Parties.


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14. Insurance

EESL will insure the fittings during the period of the contract against any natural disaster and events described under force majeure clause 18 in this BA. The cost of insurance, including premium, will be the responsibility of EESL

15. PROCEDURES FOR AMENDMENT, CANCELLATION, ARBITRATION AND EXCLUSIVITY

- (i) This BA may be renegotiated if at any time during its term, the work or environment of the JHANSI NAGAR NIGAM, and EESL, is so altered that the contents of the Memorandum are no longer appropriate.
- (ii) This Memorandum embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by all the Parties to this agreement. Any changes are to be recorded in writing and inserted or attached to this Bilateral Agreement and this will have the effect of updating the Bilateral Agreement.

16. TERMINATION FOR DEFAULT

16.1 The "JHANSI NAGAR NIGAM" Events of Default

Each of the following events or circumstances, to the extent not caused by a default of the "JHANSI NAGAR NIGAM", or Force Majeure, and it not cured within the Cure Period, which shall be 30 (thirty) days (unless provided otherwise in this Agreement), from the date of notice of default (the "Default Notice") from the "EESL", shall be considered for the purpose of this Agreement as events of default of the JHANSI NAGAR NIGAM.

- I. The JHANSI NAGAR NIGAM is in breach of its obligations under this Agreement, which has a Material Adverse Effect upon the "EESL" or the Project and this breach is not cured within a Cure Period of 30 days from the date of Default Notice.
- II. The JHANSI NAGAR NIGAM is in breach of any representation or warranty made under this Agreement or it repudiates this Agreement.
- III. Govt. of Uttar Pradesh or any Competent Authority has by an act of commission or omission created a circumstance that has a Material Adverse Effect on the "EESL" and the JHANSI NAGAR NIGAM has failed to compensate the EESL for the same through an adjustment.
- IV. The JHANSI NAGAR NIGAM fails to pay the EESL the consideration as applicable:

16.2 Termination by the "EESL"

Without prejudice to any right or remedy, which the "EESL" may have under this BA, upon occurrence of Default or Event of Default by the "JHANSI NAGAR NIGAM", the "EESL" shall be entitled to issue a Termination Notice to the "JHANSI NAGAR NIGAM". The Termination Notice shall grant the "JHANSI NAGAR NIGAM" a further period of 30 (thirty) days (the "Termination Period") to make a representation, and if, during the Termination Period the "JHANSI NAGAR NIGAM" takes suitable steps to remedy the situation, the "EESL" shall be entitled to withdraw the Termination Notice. If the

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झाँसी नगर निगम झाँसी


पंकज कुमार बंसल / Pankaj Kumar Bansal
सहायक प्रबंधक (तकनीकी) / Assistant Manager - Technical
एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
ENERGY EFFICIENCY SERVICES LIMITED

Termination Notice is not withdrawn within the Termination Period, this Agreement will automatically terminate on the expiry the Termination Period.

16.3 "EESL" Event of Default

Each of the following events or circumstances, to the extent not caused by default of the "JHANSI NAGAR NIGAM" or Force Majeure, and if not cured within the "Cure Period" which shall be 30 (thirty) days from the date of notice of default (the "Default Notice") from the "JHANSI NAGAR NIGAM", shall be considered for the purpose of this BA as Events of Default of the "EESL":

- (i) The "EESL" is in breach of its obligations under this BA, which has a Material Adverse Effect upon the "JHANSI NAGAR NIGAM" or the Project.
- (ii) The "EESL" is in breach of any representation or warranty made under this BA or it repudiates this BA.
- (iii) The "EESL" abandons the Project or any of its material obligations as provided under this BA.

16.4 Termination by the "JHANSINAGAR NIGAM"

Without prejudice to any other right or remedies which the JHANSI NAGAR NIGAM may have under or be entitled to terminate this BA by following the procedure set forth under this BA, upon occurrence of a "EESL" Event of Default, the JHANSI NAGAR NIGAM/ shall be entitled to terminate this BA by following the procedure set forth hereinafter:


- (i) The JHANSI NAGAR NIGAM shall be entitled to issue a Termination Notice to the "EESL". The Termination Notice shall grant the "EESL" 30 (thirty) days (the "Termination Period") to—make a representation, and if, during the Termination Period the "EESL" takes suitable steps to remedy the default situation, the "JHANSI NAGAR NIGAM" shall be entitled to withdraw the Termination Notice.
- (ii) If the "EESL" fails cure the defaults within the Termination Period this BA stands terminated by the JHANSI NAGAR NIGAM.
- (iii) In case of termination, either party shall issue notice in writing. The notice given on the address given in the title article of this BA will be considered as a valid notice.

17. CONSEQUENCES OF TERMINATION

Upon termination of this BA for any reason, the terms specified in this BA shall cease to exist and are not enforceable.

17.1 Termination Payment for Termination by "EESL"

- (i) Upon Termination by the "EESL" on account of the "JHANSI NAGAR NIGAM" Default under Articles 15.1 and 15.2, the "EESL" shall be entitled to receive from JHANSI NAGAR NIGAM by the way of Termination Payment a sum equal to the consideration of the Project as specified in article (6) of this BA minus the amounts paid till termination of the BA minus the interest not applicable for the balance period of the BA after termination.
- (ii) On account of the JHANSI NAGAR NIGAM default leading to premature termination of this BA, the JHANSI NAGAR NIGAM shall pay compensation to the "EESL" at the rate of 10% of the consideration of the project as specified in Article 6 of this BA, in addition to the amount payable in terms of article 6 above.


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पंकज कुमार बंसल / Pankaj Kumar Bansal
सहायक प्रबंधक (तकनीकी) / Assistant Manager -- Technical
एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
ENERGY EFFICIENCY SERVICES LIMITED
भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों का संयुक्त उद्यम

- (iii) Payments due to the "EESL" as calculated under article 6 shall be made within 30 (thirty days) days of termination of the BA pursuant to article 15.1 and 15.2.
- (iv) In case of termination of BA, either party will have no claims against each other except stated in article no 16.1 (i) and (ii).

17.2 Termination Payment for Termination by JHANSI NAGAR NIGAM

- (i) Upon Termination by the "JHANSI NAGAR NIGAM" on account of default by the "EESL" during period of this BA, in accordance with the provisions of Articles 16.3 & 16.4, the "EESL" shall be entitled to receive from the JHANSI NAGAR NIGAM by the way of Termination Payment a sum equal to 90% of the consideration of the project as specified in Article-6 of this BA minus the amounts paid till termination of the BA minus the interest not applicable for the balance period of the BA after termination.
- (ii) However, if the Termination by the JHANSI NAGAR NIGAM on account of the default by the "EESL" before supplies are effected in terms of this BA, then the "EESL" shall not be entitled for any Termination Payments.

17.3 Other rights and obligations upon Termination


- (i) Upon Termination of this BA and payment of Termination Payment to the "EESL" as applicable in full, the JHANSI NAGAR NIGAM shall:-
- (a) Take control of the Project forthwith;
- (b) Take control of all Energy Efficient LED Street Lights supplied under this BA.
- (ii) Upon Termination of this BA it shall be the responsibility of the "EESL" to co-operate with the JHANSI NAGAR NIGAM and comply with all reasonable requests thereof including the execution of any documents and other actions, provided the JHANSI NAGAR NIGAM bears any reasonable Costs incurred by the "EESL" relating thereto.

18. FORCE MAJEURE

18.1 Force Majeure Event

In this BA "Force Majeure" means an event occurrence in India of any or all of the Non-Political Force Majeure Event. Indirect Political Force Majeure Event and Political Force Majeure Event described in Articles 15.2, 15.3, and 14.4 respectively hereinafter which prevents the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this BA and which act or event:-

- (i) Is beyond the reasonable control of and not arising out of the fault or negligence of the Affected Party or the failure of such Party to perform its obligations hereunder;
- (ii) The Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care and
- (iii) Has a Materially Adverse Effect on the Project.


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(भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों का संयुक्त उद्यम)
A Joint Venture of PSUs of Ministry of Power, Govt. of India
4 तल, IWAI बिल्डिंग, ए-13 सेक्टर-1, नोएडा-201301, (उत्तर प्रदेश)
4th Floor, IWAI Building, A-13, Sector - 1, Noida - 201301, (UP)

18.2 Non-Political Force Majeure Events

For the purposes of Article 18.1, Non-Political Force Majeure Events shall mean one or more of the following acts or events:

- (i) Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, extreme adverse, weather or environmental conditions, lightning, earthquakes, heavy rains, cyclones, tempest, whirlwind, landslides, storms, floods, volcanic eruptions or fire (to the extent originating from a source external to the Facility or not designed for in Implementation Works);
- (ii) Radioactive contamination or ionizing radiation;
- (iii) Strikes or boycotts (other than those involving the Contractors, or their respective employees/representatives or to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period exceeding 6(Six) months from the Compliance Date, and not being an Indirect Political Event set forth in Article 18.3;
- (iv) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the "EESL" in any proceedings for the reason other than failure of the "EESL" to comply with any Applicable Law or Clearances or on account of breach thereof, or of contract, or enforcement of this BA or exercise of any of its rights under this BA by the JHANSI NAGAR NIGAM.

18.3 Indirect Political Force Majeure Event


For the purposes of Article 18.1, Indirect Political Force Majeure Events mean one or more of the following acts or events by or on account of the JHANSI NAGAR NIGAM, Govt. of Uttar Pradesh, Government of India or any other Competent Authority:


- (i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, rebellion, riot, religious strife, bombs or civil commotion, sabotage, terrorism which prevents normal operations of the "EESL" for a continuous period exceeding 6 (six) months from the Compliance Date.
- (ii) Industry wide or state wide or India wide strikes or industrial action for a continuous period exceeding 6 (six) months from the Compliance Date.

18.4 Political Force Majeure Event

For the purposes of Article 18.1, Political Force Majeure Events shall mean one or more of the following acts or events by or on account of the JHANSI NAGAR NIGAM, Govt. of Uttar Pradesh, Government of India or any other Competent Authority:

- (i) Appropriation or compulsory confiscation, by any Competent Authority any Project Assets or rights of the "EESL" or of the Contractors; or
- (ii) Any unlawful or unauthorized or without jurisdiction, revocation of, refusal to renew or grant without valid cause any consent or approval required by the EESL" or any of the Contractors to perform their respective obligations under this BA (other than a consent, the obtaining of which is a condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the EESL or any contractor's inability or failure to comply with any condition relating to the grant, maintenance or renewal of such consents or permits.


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ENERGY EFFICIENCY SERVICES LIMITED
भारत सरकार, विद्युत - मंत्रालय के तंत्रिक क्षेत्र के उपक्रमों का संयुक्त उद्यम
A Joint Venture of PSUs of Ministry of Power, Govt. of India
PANKJ 201301 न-13 जेकर-1 नोएडा-201301. (उत्तर प्रदेश)

18.5 Exceptions Applicable to the "EESL"

The "EESL" shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under this BA other than the circumstances resulting from an event of Force Majeure:-

- (i) Delay in performance by the "EESL", Subcontractor(s), agents and employees of the "EESL"; or
- (ii) Breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the Project.

18.6 Exceptions Applicable to the "JHANSINAGAR NIGAM"

The JHANSI NAGAR NIGAM shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under this BA:

- (i) the appropriation, confiscation, nationalization or requisition of the Project, Project Assets by the JHANSI NAGAR NIGAM;
- (ii) the imposition of any blockade, embargo, import restrictions, rationing or allocation by the JHANSI NAGAR NIGAM or any Competent Authority; or
- (iii) Change of Governments or administrators of JHANSI NAGAR NIGAM.

18.7 Effect of Force Majeure after Compliance Date


Upon occurrence of any Force Majeure Event after the Compliance Date, the following shall apply:

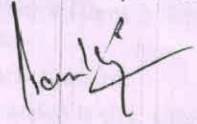
- (i) There shall be no Termination of this BA except as provided in article 18.9, 18.10 and 18.11.
- (ii) Where the Force Majeure Event occurs after the Compliance Date the critical time limits set forth in this BA shall be extended by the period for which such Force Majeure Event shall subsist;
- (iii) All cost arising out or concerning such Force Majeure Event shall be borne in accordance with provisions of article 18.8.

18.8 Allocation of costs during the subsistence of Force Majeure

Upon occurrence of a Force Majeure Event after Compliance Date, the cost arising out of such event shall be allocated as follows:

- (i) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event;
- (ii) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the Force Majeure Costs), shall be reimbursed by the JHANSI NAGAR NIGAM to the "EESL" within 30 (thirty) days from the date of receipt of EESL claim therefore;
- (iii) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and duly certified by the Statutory Auditors shall be reimbursed by the JHANSI NAGAR NIGAM to the "EESL" in one lump sum not later than 30 (thirty) days after the end of the Force Majeure Event and receipt of notice by the "MC" to that effect.


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(Joint Venture of PSUs of Ministry of Power, Govt. of India)

18.9 Termination Notice

If the Force Majeure Event subsists for a period of 270 (two hundred seventy days or more within a continuous period of 365 (three hundred sixty five) days either Party may in its sole discretion terminate this BA by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable any manner whatsoever, save and except as per the provisions of in Article 18

18.10 Termination Payments for Force Majeure Events

Upon Termination of this BA pursuant to Article 18.9, the Termination Payment to the "EESL" shall be made in accordance with the following:

- (i) If the Termination is on account of Non Political Event, the "EESL" shall be entitled to receive from the JHANSI NAGAR NIGAM by way of Termination Payment an amount equal to 90% (ninety percent) of the consideration of the project as specified in article 6 of this BA minus the amounts paid till termination of the BA minus the interest not applicable for the balance period of the BA after termination.
- (ii) If the Termination of this BA is on account of an Indirect Political Event, the "EESL" shall be entitled to receive from the "JHANSI NAGAR NIGAM" by the way of Termination Payment an amount equal to the consideration of the project as specified in article 6 of this BA minus the interest not applicable for the balance period of BA after termination.
- (iii) If the Termination of this BA is on account of a Political Event, the "EESL" shall be entitled to receive from the JHANSI NAGAR NIGAM Authority by the way of Termination Payment an amount equal to the consideration of the project as specified in article 6 of this BA minus the amounts paid till termination of the BA minus the interest not applicable for the balance period of the BA after termination.

18.11 Termination Payments

The Termination Payments pursuant to the Article 18.10 shall become due and payable to the "EESL" by the JHANSI NAGAR NIGAM in one lump sum not later than 30 (thirty) days after the end of the Force Majeure Event and notice to the JHANSI NAGAR NIGAM to that effect.


18.12 Dispute Resolution

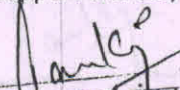
In the event that the Parties are unable to agree in good faith about the occurrence or existence Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution procedure as under article 16 provided however that the burden of proof as to the occurrence or existence such Force Majeure event shall be upon Party claiming relief and/or excuse the account of such Force Majeure Event.

18.13 Duty to Report

The Affected Party shall discharge the following obligations in relation to reporting the occurrence of a Force Majeure Event to the other Party:

- (i) The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 15 (fifteen) days after the Affected Party knew or ought reasonably to have known of its occurrence and the probable Material Adverse Effect that the Force Majeure Event is likely to have occurred on the performance of its obligations under this BA.
- (ii) Any notice pursuant to this Article 15.13 shall include full particulars of:
 - (a) The nature and extent of each Force Majeure Event which is the, subject of any claim for relief under this Article with evidence in support thereof;


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ENERGY EFFICIENCY SERVICES LIMITED
एन.ए.के. मार्ग, झाँसी

- (b) The estimated duration and effect or probable effects which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this BA;
 - (c) The measure which the Affected Party is taking or proposes to take to alleviate the impact of such Force Majeure Event; and
 - (d) Any other information relevant to the Affected Party's Claim.
- (iii) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) written reports containing information as required by this Article, and such other information as the other Party may reasonably request the Affected Party to provide.

18.14 Excuse from performance of obligations

If the affected Party is wholly or partially unable to perform its obligations under this BA because of Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:

- (i) The suspension of performance shall be no more than scope and duration then is reasonably required by the Force Majeure Event;
- (ii) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (iii) When the Affected Party is able to resume performance of its obligations under this BA, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder;

19. Dispute Resolution

19.1 Dispute Resolution


Any dispute, difference or controversy of whatever nature regarding the validity, interpretation, implementation or the rights and obligations arising out of, or in relation to, or howsoever arising under or in relation to this BA between the Parties, and so notified by either Party to the other Party (the "Dispute") shall subject to the dispute resolution procedure set out in this Article. It is specially clarified here that in case of any ambiguity regarding the works, the practices existing at the time of submission of the proposal as per Good Industry Practice would prevail.

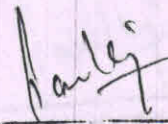
19.2 Direct discussion between Parties

The Parties agree that any Dispute that may arise between them shall be first submitted for direct discussion between the Parties. For this purpose, the notice of Dispute (the "Notice of Dispute") sent by one Party to the other Party under this BA shall be considered as invitation for direct discussion, and it should specify a reasonable time and venue for the conducting of negotiation proceedings. In addition, the Notice of Dispute shall specify the basis of the Dispute and the amount claimed. In the direct discussion proceedings, each Party shall be represented by their representatives/officials or employees with sufficient knowledge and authority over the subject matter of the Dispute in order to have a meaningful discussion. At the discussion proceedings, the Party that has given the Notice of Dispute shall present an offer of settlement, which may form the starting point of discussions between the two Parties during the discussion proceedings.

The direct discussion meeting as stated above will be held at the Office of the Project In-charge JHANSI NAGAR NIGAM. The proceedings of this meeting shall be recorded by the Project In-charge.

19.3 Arbitration or Adjudication


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एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
ENERGY EFFICIENCY SERVICES LIMITED

- (i) In the event that the parties are unable to resolve the Dispute through Direct Discussion under Article 19.2, the Parties shall submit the Dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996. There shall be a board of 3 (three) arbitrators of whom 1 (one) shall be appointed by the MC, 1 (one) shall be appointed by the "EESL" and the third appointed by the 2 (two) arbitrators appointed as aforesaid.
- (ii) The arbitration proceedings shall be conducted in the English language only.
- (iii) The cost incurred on the process of arbitration including inter alia the fees of the arbitral tribunal and the cost of the proceedings shall be borne by the in equal proportions. Each Party shall bear its legal fees incurred as of any Dispute under this Article.
- (iv) The arbitration proceeding shall be conducted at Uttar Pradesh.
- (v) If any dispute goes to the court of law, the jurisdiction of the court shall be the District Court, JHANSI.

19.4 Performance during Dispute

Performance of this BA shall continue during the settlement of any Dispute under this Article. The provisions for dispute settlement shall be binding upon the successors, assigns and any trustee or receiver or either the JHANSI NAGAR NIGAM/ or the "EESL".

20. COOPERATION

- 20.1 JHANSI NAGAR NIGAM and EESL will consult with each other, whenever it may be appropriate, on the matters covered by this BA and will use their best endeavours to ensure that staffs of the organizations cooperate in good faith with one another.
- 20.2 All Parties should apprise / keep each other informed on project related matters. If any issue or dispute arises between JHANSI NAGAR NIGAM and EESL, they will use their best endeavours to resolve the dispute promptly.

21. MISCELLANEOUS PROVISIONS

21.1 Governing Law and Jurisdiction


This BA shall be construed and interpreted in accordance with and governed by the laws of India and the Courts of Uttar Pradesh shall have jurisdiction over all matters arising out of or relating to this BA.

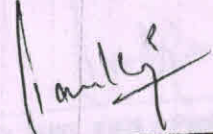
21.2 Severability

If for any reason whatsoever, any provision of this BA is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other legal and valid instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions, which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be a subject matter to dispute resolution under this BA or otherwise.

21.3 Entire BA

This BA and the Annexures referred therein together constitute a complete and exclusive statement of the terms and conditions of the agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.


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Ministry of Power, Govt. of India

21.4 Compliance with Laws and Directives

The "EESL" shall, in all matters arising in the performance of this Agreement, comply with, give all notices under, and pay all taxes, levies and other similar charges required by the provisions of any Central or State law or directive or any regulation of any legally constituted public authority having jurisdiction over the Works. The JHANSI NAGAR NIGAM and the "EESL" shall comply with all the laws as applicable.

21.5 Notifications

- (i) Wherever provision is made for the giving or issuance of any notice, instruction, consent, approval, certificate or determination by any Person, unless otherwise specified, such communication shall be in writing and shall not be unreasonably withheld or delayed. Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, typewritten or printed communication, including the agreed systems of electronic transmission.
- (ii) All certificates, notices or written orders between the Parties shall either be delivered by hand against written acknowledgement of receipt, or be sent by registered acknowledgement due pre-paid post or courier or one of the agreed systems of electronic transmission. In the event of any dispute unless such acknowledgement of receipt is provided, the communication shall be treated as not given
- (iii) In the case of the "EESL", all communication shall be marked for the attention of person and to the address provided below, or to such other person or address as may be intimated to the MC by the "EESL" from time to time.

Name of EESL Representative: Tarun Tayal, Additional General Manager (Tech)

Address for communication: _____

- (iv) In the case of the(JHANSI NAGAR NIGAM) all communication shall be addressed to

Name of JHANSI NAGAR NIGAM's Representative: _____

Address for communication: _____ for **नगर आयुक्त**
झाँसी नगर निगम, झाँसी

- (v) In the case of the () all communication shall be addressed to:

Name of 's Representative: _____


Address for communication: _____

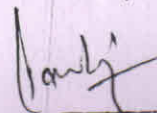
21.6 Language

The language of this Agreement is the English language. All correspondence, drawings, designs, design data, Tests reports, certificates, specifications and information shall be in the English language. All other written and printed matter required for Implementation, operation and maintenance shall be executed in the English language. Instructions and notices to the public and staff and all other signs and information's notices shall be in English

22. Special Note:

Once the MoU signed with the state Government for implementation of LED Street lighting project in all the ULBs of the UP state, and the umbrella agreement approved for the same by the UP state government will supersede this agreement.


नगर आयुक्त
झाँसी नगर निगम, झाँसी


पंकज कुमार बंसल / Pankaj Kumar Bansal
सहायक प्रबंधक (तकनीकी) / Assistant Manager Technical
एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
ENERGY EFFICIENCY SERVICES LIMITED
(भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रम का संयुक्त उद्यम)
A Joint Venture of PSUs of Ministry of Power, Govt. of India
2008-09-16, गेजट-1, नोएडा-201301, (उत्तर प्रदेश)

23. SIGNATURES

IN WITNESS WHEREOF, the Parties have entered into this Bilateral Agreement, the day and year as mentioned under Article 3, above. , Witness

Name: Arun Prakash

Designation: Municipal Commissioner
Jhansi

Executed for Jhansi Nagar Nigam
By its duly Authorized Representative

Name: Pankaj Kumar Bansal

Designation: Assistant Manager
Tech.

Executed for ... Energy Efficiency
Services Limited

पंकज कुमार बंसल / Pankaj Kumar Bansal
सहायक प्रबंधक (तकनीकी) / Assistant Manager - Technical
एन.ए.ई.एस. सर्विसेज लिमिटेड
ENERGY EFFICIENCY SERVICES LIMITED

By its duly Authorized Representative
(भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों का संयुक्त उद्यम)
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4th Floor, IWAJ Building, A-13, Sector-1, Noida - 201301, (UP)

Witness

1) Jhansi Nagar Nigam

① Amit

Amit Kumar Sharma
Executive Engineer
Nagar Nigam, Jhansi

②

Rohan Singh
Addl. Mun. Commr
Nagar Nigam Jhansi

Witness

2) ESSL

Rishpendra chandhary
Engineer


28/4/18

Annexure - I

Replacement of Conventional Street Lighting with LED Street Lighting Systems at Jhansi

Particulars	Unit	HPSV/MH/SV- 70W	HPSV/MH/SV- 250 W	HPSV/MH/SV- 400W	Total
Type of streetlight fixtures					
Wattage of existing Street Lighting		10859	13131	87	24,077
Losses @ 15% (HPSV)		70	250	400	
No. LED Street Lights Required @ 110% of Existing					
Total Wattage of existing Street Lighting		11945	14444	96	26,485
Total Wattage of existing Street Lighting including chock Losses (HPSV)	Watt	70	250	400	
Wattage of LED Street Lighting*	Watt	90	275	440	
Hours of Usage	Hrs/Day	35	110	190	
Hours of Usage	Hrs/Day	12	12	12	
Operating days per year	Hrs/Day	12	12	12	
Existing Energy Consumption per year	Days / Year	365	365	365	
New Energy Consumption per year	KW hr	42,80,617.80	158,16,289.50	1,67,666.40	202,64,574
Energy saved per year	KW hr	18,31,153	69,59,167	79,642	88,69,962
Energy Saved per year (Dimming)	KW hr	24,49,465	88,57,122	88,025	
Energy Saved per year	Kwhr	24,49,465	88,57,122	88,025	113,94,612
Estimated Existing Load Requirement of Street Lighting Including Losses		HPSV/MH/SV- 70W	HPSV/MH/SV- 250 W	HPSV/MH/SV- 400W	
Estimated LED Load Requirement of Street Lighting	kW	977	3611	38	4626.62
	kW	418	1589	18	2025.11
Total Load Reduction in Kw					2601.51

*Note: Wattage may vary based on the site conditions & shall be revised on actual post tender procedures of EESL


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एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
ENERGY EFFICIENCY SERVICES LIMITED
(साथ में संचालित, विद्युत निगमों के सार्वजनिक क्षेत्र के उपक्रमों का संयुक्त उद्यम)
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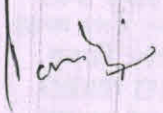
Annexure III:

Annexure - III				Monthly Payment Schedule			
Year	Month	Monthly Amount	Yearly Total	Year	Month	Monthly Amount	Yearly Total
1	1	68,63,459	823,61,511	4	37	68,63,459	823,61,511
	2	68,63,459			38	68,63,459	
	3	68,63,459			39	68,63,459	
	4	68,63,459			40	68,63,459	
	5	68,63,459			41	68,63,459	
	6	68,63,459			42	68,63,459	
	7	68,63,459			43	68,63,459	
	8	68,63,459			44	68,63,459	
	9	68,63,459			45	68,63,459	
	10	68,63,459			46	68,63,459	
	11	68,63,459			47	68,63,459	
	12	68,63,459			48	68,63,459	
2	13	68,63,459	823,61,511	5	49	68,63,459	823,61,511
	14	68,63,459			50	68,63,459	
	15	68,63,459			51	68,63,459	
	16	68,63,459			52	68,63,459	
	17	68,63,459			53	68,63,459	
	18	68,63,459			54	68,63,459	
	19	68,63,459			55	68,63,459	
	20	68,63,459			56	68,63,459	
	21	68,63,459			57	68,63,459	
	22	68,63,459			58	68,63,459	
	23	68,63,459			59	68,63,459	
	24	68,63,459			60	68,63,459	
3	25	68,63,459	823,61,511				
	26	68,63,459					
	27	68,63,459					
	28	68,63,459					
	29	68,63,459					
	30	68,63,459					
	31	68,63,459					
	32	68,63,459					
	33	68,63,459					
	34	68,63,459					
	35	68,63,459					
	36	68,63,459					

* The payment includes all the applicable Taxes and Duties

- All capital costs will be on actuals
- EESL return on equity will be 21.21% per annum i.e 14% plus tax rate at 33.99%
- The debt equity ratio for project investments will be 80:20
- The interest rate on debt will be on actuals subject to a maximum rate of 11%
- Project Management charge will be limited to 3% of the capital cost of the project or actuals whichever is lower and Annual Maintenance cost will be limited to 3% of capital cost with an annual escalation of 3% or actuals whichever is lower
- All statutory taxes/duties will be reimbursed by JHANSI Nagar Nigam to EESL on actuals.
- Road permit exemptions shall be provided by JNN to EESL and their Vendors for ensuring smooth transportation of LED Lights and related project accessories in to the state of U.P.


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Annexure - 8

Financial Calculation for Street Lighting Project at Jhansi

1	Cost of LED Street Light (INR) @ INR 20/Watt*	1820,08,440							
2	Cost per Driver (INR)								
3	Cost per CCMS (INR) @ INR 15 per Watt	303,76,582.50							
4	Total number of Street Lights to be installed								
5	Total LED Wires to be replaced	26,485							
6	Infrastructure Development Cost (INR 1000 / future)	20,25,106							
7	Project Management Consultancy %	26,484,700							
8	Total Capital cost of the Project (INR)	22,43,41,466							
9	Project life	5							
10	Financial years								
11	Equity portion (20% of Capital Cost)								
12	Debt portion (80% of Capital Cost)								
13	Debt at the beginning of the Financial year	448,68,293							
14	Debt at the End of the Financial year	1794,73,172							
15	Principal payout annually (Debt)								
16	Interest Rate/ Interest amount (Debt)								
17	Annual maintenance charges								
18	Recovery of equity investment								
19	Annual repayment to be made by JNN to EESL (Excluding Service-Taxes)								
20	Service Tax @ 15%								
21	Annual repayment to be made by JNN to EESL (Including Service-Taxes)								
22	Debt (Pre-Tax)								
23	Equity (Pre-Tax)								
24	Cost of Capital								
25	Equity (Post-Tax)								
26	Income Tax Rate								
27	Surcharge								
28	Education Cess								
29	Tax Rate								
30	Equity Investment								
31	Opening Balance								
32	Recovery of Equity								
33	Closing Balance								
34	Return on Equity								
35	Recovery of Equity								
36	Equity IRR (Pre-Tax)								
37	Trade-Off between Annual Payments to EESL and Savings in Electricity Bill								
38	Rate per KW (INR/month)								
39	Benefit- Annual Savings in Electricity Consumption (INR Crores)								
40	Benefit- Annual Savings in Maintenance Cost (INR Crores)*								
41	Total savings on Electricity, BB & Maintenance Cost (INR Crores)								
42	Payout- Payment to EESL (INR Crores)								
43	Net Impact (INR Crores)								
44	Trade-Off between Existing Expenditure and Revised Expenditure on Streetlights								
45	Existing Load (KW)								
46	Revised Load (KW)								
47	Rate per KW (INR/month)								
48	Existing Expenditure on Electricity Consumption (INR Crores)								
49	Existing Expenditure on Maintenance (INR Crores)*								
50	Total Existing Expenditure on Streetlights (INR Crores)								
51	Revised Expenditure on Electricity Consumption per Annum (INR Crores)								
52	Payout-Payment to EESL (INR Crores)								
53	Total Revised Existing Expenditure on Streetlights (INR Crores)								
54	Net Impact on Jhansi Nagar Nigam (INR Crores)								

NOTE :

- * - The Electricity Tariff details are as per the data provided to EESL by JHANSI Nagar Nigam (JNN) **
- The Yearly maintenance charges are as per the data provided to EESL by JHANSI Nagar Nigam (JNN).
- *** - The Expenditure incurred to JHANSI Nagar Nigam for Annual Salary towards both Regular & Contractual Employees have not be included under Head for Existing Expenditure on Maintenance.


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प्रेषक,

मनोज कुमार सिंह,
प्रमुख सचिव,
उत्तर प्रदेश शासन।

सेवामें,

निदेशक, नगरीय निकाय/
मिशन निदेशक (अमृत)
उ०प्र० लखनऊ।

नगर विकास अनुभाग-8

लखनऊ: दिनांक: 23 अगस्त, 2017

विषय:-प्रदेश की नागर निकायों में स्थापित परम्परागत (Conventional-CFL) स्ट्रीट लाइट्स को कम ऊर्जा खपत वाली एल.ई.डी. (Light Emitting Diode) लाइट्स में परिवर्तित किये जाने के सम्बन्ध में।

महोदय,

भारत सरकार द्वारा दिनांक 05 जनवरी, 2015 से स्ट्रीट लाइट नेशनल प्रोग्राम (SLNP) का शुभारम्भ किया गया है, जिसके अन्तर्गत परम्परागत रूप से स्थापित स्ट्रीट लाइट्स (CFL व सोडियम) को कम ऊर्जा खपत वाली एल.ई.डी. लाइट्स में परिवर्तित किया जा रहा है। भारत सरकार द्वारा स्ट्रीट लाइट नेशनल प्रोग्राम को क्रियान्वित किये जाने का दायित्व Energy Efficiency Services Limited (EESL) संस्था को दिया गया है, जो ऊर्जा मंत्रालय, भारत सरकार के नियंत्रणाधीन सांविधिक संस्था है। यह ऊर्जा क्षेत्र की चार महत्वपूर्ण कम्पनियों, नेशनल थर्मल पावर कार्पोरेशन (NTPC), पावर ग्रिड कार्पोरेशन इण्डिया लि० (PGCIL), पावर फाइनेन्स कार्पोरेशन (PFC) एवं रूरल इलेक्ट्रीफिकेशन कार्पोरेशन लि० (REC) के अन्तर्गत ज्वाइन्ट वेन्चर कम्पनी है, जिसका मुख्य दायित्व ऊर्जा क्षेत्र में Energy Efficiency को बढ़ावा देना है। उ०प्र० सरकार के अतिरिक्त ऊर्जा स्रोत विभाग के शासनादेश संख्या-जी.आई. 34/45-वि० (अति०ऊ०स्रो०वि०)/2015 दिनांक 29 सितम्बर, 2015 तथा सचिव भारत सरकार के पत्र डी.ओ.नं०-16/9/2015-ई.सी. दिनांक 21.07.2015 द्वारा Energy Efficiency Services Limited (EESL) के माध्यम से प्रदेश की नागर निकायों में परम्परागत स्ट्रीट लाइट्स को कम ऊर्जा खपत वाली एलईडी लाइट्स में परिवर्तित किये जाने का सुझाव दिया गया है।

2. इस सम्बन्ध में सम्यक विचारोपरान्त मुझे यह कहने का निदेश हुआ है कि प्रदेश के अवशेष नगर निगम जहाँ पर परम्परागत स्ट्रीट लाइट्स को कम ऊर्जा खपत वाली LED लाइट्स में परिवर्तित किये जाने हेतु अभी तक अनुबन्ध नहीं हुए हैं, वहाँ पर झाँसी नगर निगम, झाँसी परम्परागत स्ट्रीट लाइट्स के स्थान पर कम ऊर्जा खपत वाली LED लाइट्स में

AE (Light)
को EESL
का निदेश
गर्जित भुवद्व
के द्वारा
तकनीकी
PA एक
प्रति गार्ड
फाइल पर
रखेंगे।
23.8.17

(प्रताप सिंह भदौरिया)

नगर आयुक्त
झाँसी नगर निगम, झाँसी

१

परिवर्तित किये जाने हेतु Energy Efficiency Services Limited (EESL) को कार्यदायी संस्था नामित करते हुए निम्न शर्तों के अधीन अनुमति प्रदान की जाती है:-

1. EESL सम्बन्धित नगर निगमों में स्ट्रीट लाईट सिस्टम का एक व्यापक/विस्तृत सर्वेक्षण कराकर स्ट्रीट लाईट प्रबन्धन का एक विस्तृत डी0पी0आर0 तैयार करायेगी। डी0पी0आर0 में निम्न बिन्दुओं को भी समाहित किया जायेगा :-
 - (i) विद्युत संयोजन हेतु मीटरयुक्त कनेक्शन के स्थल (Sites/Blocks) सम्बन्धी विवरण।
 - (ii) स्ट्रीट लाईट का वर्तमान विद्युत लोड व विद्युत मूल्य/अधिभार सहित वर्तमान में कुल विद्युत व्यय की धनराशि के विवरण सम्बन्धी अध्याय।
2. LED अधिष्ठापन के समय स्ट्रीट लाइट पर विद्युत भार व विद्युत विभाग द्वारा अधिरोपित विद्युत बिल को गणना हेतु आधार बनाया जायेगा। EESL द्वारा परम्परागत स्ट्रीट लाइट्स को एल.ई.डी. लाइट्स में परिवर्तित किये जाने के फलस्वरूप सम्बन्धित निकाय के बिजली के बिलों में जो बचत होगी, वह धनराशि अनुबन्ध की शर्तों के अनुसार EESL तथा नगर निगम के मध्य साझा (Share) की जायेगी।
3. EESL द्वारा कन्सेशनायर का चयन प्रतिस्पर्धात्मक बिडिंग प्रक्रिया से किया जायेगा।
4. EESL / कन्सेशनायर द्वारा परियोजना अवधि में कन्ट्रोल रूम स्थापित करके संचालित किया जायेगा तथा निगम/विद्युत विभाग की क्षमता का संवर्धन भी किया जायेगा।
5. नगर निगम द्वारा सम्पूर्ण नगर निगम एरिया में स्ट्रीट लाईट्स की व्यवस्था हेतु मीटरयुक्त कनेक्शन के लिए आवेदन किया जायेगा।
6. EESL को भुगतान किया जाना निगम की जिम्मेदारी होगी, भुगतान परफार्मेंस आधारित होगा।
7. परम्परागत स्ट्रीट लाइट्स को एल.ई.डी. लाइट्स में परिवर्तित किये जाने हेतु समस्त वित्तीय नियमों का पालन सुनिश्चित किया जायेगा।
8. नागर निकायों में परम्परागत स्ट्रीट लाईट्स के स्थान पर कम ऊर्जा खपत वाली एल.ई.डी. लाइट्स की स्थापना किये जाने हेतु प्रदेश सरकार द्वारा कोई वित्तीय सहायता नहीं दी जायेगी।

9. शासन द्वारा अनुमोदित MOU के निर्धारित ड्राफ्ट पर EESL तथा निदेशक, नगरीय निकाय/मिशन निदेशक अमृत द्वारा द्विपक्षीय हस्ताक्षर किया जायेगा।

3. शासन द्वारा अनुमोदित MOU का ड्राफ्ट संलग्न है।

भवदीय,

(मनोज कुमार सिंह)
प्रमुख सचिव।

संख्या-4345 (1)/नौ-8-2017 तददिनांक

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. समस्त नगर आयुक्त, नगर निगम, उत्तर प्रदेश।
2. प्रबन्ध निदेशक, Energy Efficiency Services Limited (EESL) को इस निर्देश के साथ प्रेषित कि कृपया इस सम्बन्ध में निदेशक/मिशन निदेशक (अमृत) नगरीय निकाय, उ0प्र0 लखनऊ से समन्वय स्थापित कर अग्रेत्तर कार्यवाही सुनिश्चित करायें।

आज्ञा से,

(शैलेन्द्र कुमार सिंह)
विशेष सचिव।