



उत्तर प्रदेश UTTAR PRADESH

रामेश्वरी साहाय
उप निरीक्षक
कोषागार, जौनपुर

EE 947480

LED STREETLIGHT PROJECT IMPLEMENTATION AGREEMENT

Signed on 3rd July 2018 at the Office of Jaunpur Nagar Palika

— BETWEEN —

Nagar Palika Parishad, JAUNPUR

— AND —

ENERGY EFFICIENCY SERVICES LIMITED (EESL)
(A JV Company of PSUs of Ministry of Power, Govt. of India)
4TH FLOOR, IWAI BUILDING, A-13,
SECTOR-1, NOIDA-201301, (UP)

A
03-07-18
JEE/Al

3/7/18

3/7/18

Table of Contents

1. DEFINITIONS	3
2. PARTIES TO THE MEMORANDUM	3
3. BACKGROUND	3
4. SCOPE	3
5. OBLIGATIONS OF THE PARTIES	6
5.1 .(Name o f Municipal Corporation)	6
5.2 EESL	7
6. PAYMENT TERMS	7
7. CONDITIONS PRECEDENT	9
8. TECHNICAL SPECIFICATIONS OF LED STREET LIGHTS	10
9. PERFORMANCE ASSURANCE	10
10. PENALTIES	12
11. IMPLEMENTATION PERIOD	12
12. COMPLETION OF THE AGREEMENT:	13
13. TERM	13
14. INSURANCE	13
15. PROCEDURES FOR AMENDMENT, CANCELLATION, ARBITRATION AND EXCLUSIVITY	13
16. TERMINATION FOR DEFAULT	13
17. CONSEQUENCES OF TERMINATION	15
18. FORCE MAJEURE	16
19. DISPUTE RESOLUTION	20
20. COOPERATION	21
21. MISCELLANEOUS PROVISIONS	21
22. SIGNATURES	23
ANNEXURE-IV – FORMAT ESCROW AGREEMENT	28

03-07-18
JEE/ajl

[Handwritten signature]

[Handwritten signature]

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 The Annexures to this BA are an integral part of this BA and are reference to this Agreement includes a reference to the Annexures also. References to articles are to articles of this Agreement.

2. PARTIES TO THE MEMORANDUM

This BA is between the following two parties Nagar Palika Parishad, JAUNPUR & Energy Efficiency Services Limited.

3. BACKGROUND

Nagar Palika Parishad, JAUNPUR 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 and associated lighting controls as a replacement of existing conventional streetlight fixtures. This BA made on this ^{3rd} July 2018 at JAUNPUR between

(i) Nagar Palika Parishad, JAUNPUR of First Part;

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 Shri Yogesh Kumar Rai of Second Part.

4. SCOPE

(i) This BA provides a framework for implementation of energy efficiency measures in streetlight in the jurisdiction of Nagar Palika Parishad, JAUNPUR. 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 including annual maintenance and warranty replacement will be through EESL.

(ii) There will be no upfront capital cost for implementation of the project by Nagar Palika Parishad, JAUNPUR.



03-07-18
03-07-18
(R)

(iii) The repayment to EESL, in form of annuity, will be such that it will be within the overall expenditure of Nagar Palika Parishad, JAUNPUR - before project implementation on streetlights on energy consumption and maintenance charges (calculated based on data on numbers and wattage of currently installed streetlights provided by Nagar Palika Parishad, JAUNPUR, standard losses etc. and detailed out in Annex II. That is, the EESL annuity and the electricity bill post retrofit (at current electricity tariff with nominal escalation yearly) will be less than the current expenditure on energy consumption (calculation based on actual working of fixtures for 12 hours at the current tariff rate with nominal escalation yearly) and material charges.

(iv) EESL will conduct a survey, which will include the following points;

- a) Count of existing street lighting points under the jurisdiction of respective Nagar Palika Parishad, JAUNPUR.
- b) Existing load structure of conventional street lights in the jurisdiction of respective Nagar Palika Parishad, JAUNPUR
- c) Overall existing infrastructures conditions of the street lighting systems in the concerned Nagar Palika Parishad, JAUNPUR.
- d) A joint team of EESL and ULB's shall conduct the survey of pre and post LED Street lighting LUX measurement on a sample basis and it will be according to the National lighting code.

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 routes	15	0.4
Group B1	Secondary rads with considerable traffic	8	0.3
Group B2	Secondary rads with light traffic	4	0.3

(v) EESL shall replace the existing conventional fixtures with LED fixtures in a manner that it will, at the minimum, match the existing light output.

(vi) The installation of real time Central Control and Monitoring system shall be governed by the Technical feasibility and financial viability of the project for effective control and monitoring of the Street Lights.

(vii) EESL shall ensure supply of Energy Efficient LED streetlight fixtures complete with all accessories, including necessary mounting arrangement. The LED streetlight fixtures will conform to the specifications given in **Annex-I** of this BA.

03-07-18
J-50ad1

- (viii) EESL will replace the conventional street lights with LEDs as indicated in **Annex-I** of this BA. The **Annex-I** will be jointly signed by Nagar Palika Parishad, JAUNPUR and EESL and will indicate the lux output as well as the power rating of the existing luminaries and their replacements.
- (ix) EESL shall install LED streetlight fixtures in accordance with the terms and conditions of this BA within 3 months from the date of execution of this BA or compliance of condition precedents as per clause 7 whichever is later. At the time of installation of LED streetlights if "EESL" finds any variations in the specified numbers of streetlight fixtures as declared by Nagar Palika Parishad, JAUNPUR, the same shall be accounted and will be brought to the notice of Nagar Palika Parishad, JAUNPUR in writing. The Nagar Palika Parishad, JAUNPUR on receipt of such communication shall acknowledge and resolve the issue within fourteen (14) days, failing which the installation shall be deemed completed for all purposes under this BA. Accordingly, Nagar Palika Parishad, JAUNPUR shall issue "Implementation Certificate" in favour of the "EESL" forthwith.
- (x) "EESL" shall maintain the installed LED streetlight fixtures for the contract period from the date of submission of "Implementation Completion Report" by EESL on completion of installation of all LED streetlights in Nagar Palika Parishad, JAUNPUR service area in terms of this BA.
- (xi) EESL after dismantling of existing fittings shall deposit the same on every day basis as per the directions of the Engineer-in-Charge of the Nagar Palika Parishad, JAUNPUR against the acknowledgement in writing of the same from Nagar Palika Parishad, JAUNPUR. The "EESL" shall have no responsibility for safe keeping of the dismantled lights once they are offered for deposit with the Engineer in-Charge of Nagar Palika Parishad, JAUNPUR. EESL shall not be responsible for denial of acceptance of the dismantled luminaries by Nagar Palika Parishad, JAUNPUR. EESL shall be entitled to claim for expenditure incurred for storing up of such luminaries due to denial/non-acceptance by Nagar Palika Parishad, JAUNPUR. On request of Nagar Palika Parishad, JAUNPUR, EESL may arrange for disposal of existing fittings at a cost to be mutually agreed between the parties.
- (xii) Within 30 days of the signing of this BA, Nagar Palika Parishad, JAUNPUR shall open an Escrow Account with first charge of EESL for an amount Rs. ----- (Rs----- (in words)) i.e. 3months' annuity payable to EESL). ULB----- -- shall bear all charges payable to the bank for opening of Escrow Account. The Escrow Account format has been enclosed herein as **Annexure 4**. If Nagar Palika Parishad, JAUNPUR fails to pay any amount due under the terms of this Agreement to EESL within the period specified in this Agreement, EESL may, without prejudice to any other rights and remedies available under this Agreement or under law, draw upon Escrow Account and that within 30 days of such drawl the account should be replenished to its original value.

A
03-07-18
J. EESL

(xiii) EESL Project Implementation Deliverables:

- EESL shall retrofit all existing conventional streetlight fixtures excluding LED streetlight fixtures already installed in the jurisdiction of Nagar Palika Parishad, JAUNPUR 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 fixtures shall be considered for replacement.
- EESL shall ensure supply of Energy Efficient LED streetlight fixtures complete with all accessories, including necessary mounting arrangements at existing poles where ever found necessary.
- Nagar Palika Parishad, JAUNPUR has to ensure necessary cabling arrangements, earthing at each pole, switch gear and poles at their own cost where ever necessary for installation of LED fixtures. However, EESL shall ensure cabling from pole junction box to Street Light conductor.
- 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 is as per NLC/IS.
- 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 configuration which needs to be implemented by Nagar Palika Parishad, JAUNPUR if technically feasible, at their own cost.

(xiv) 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 Nagar Palika Parishad, JAUNPUR without any further cost. LED street lights shall be handed over to Nagar Palika Parishad, JAUNPUR in 100% functional condition at the stage of handing over.

(xv) Based on the site specific technical assessment, before or during the project execution in case if required, the clauses of this BA may be duly amended on mutually agreed terms and conditions with Nagar Palika Parishad, JAUNPUR.

(xvi) In case, if EESL executes an Umbrella Agreement with State Govt. of U.P (directly or through its representative body) in future for LED Street Light retrofit project in the state of U.P. covering different ULBs then that umbrella agreement shall govern and prevail.

5. OBLIGATIONS OF THE PARTIES

5.1 (Nagar Palika Parishad, JAUNPUR)

EESL

A
03-07-18
JFEdal

- (i) Nagar Palika Parishad, JAUNPUR shall assist EESL or their authorized vendor/representatives in getting permissions as may be required for implementing the project.
- (ii) Nagar Palika Parishad, JAUNPUR 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.
- (iii) Nagar Palika Parishad, JAUNPUR 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.
- (iv) Nagar Palika Parishad, JAUNPUR shall ensure timely payment to EESL on monthly basis.

5.2 EESL

The activities include, but not limited to be:

- (i) Project preparation, issuance of bids, evaluation and selection of implementing agency based on competitive bidding.
- (ii) Contract management
- (iii) Implementation including supply and installation as per schedule indicated in the bid documents.
- (iv) Operation and Maintenance of the street lights during the contract period.

6. PAYMENT TERMS

- 6.1 Nagar Palika Parishad, JAUNPUR will make payments to EESL as per schedule indicated in **Annex-III**. The payment will be based on energy and maintenance cost savings to Nagar Palika Parishad, JAUNPUR and will be determined as per the following principle:
 - a. All capital costs will be on actuals, as per competitive bidding and shall be included in project cost and components of the capital cost.
 - (i) Cost of LED Lights including cost of transportation, dismantling, installation, warranty, operation & maintenance for 7 years
 - (ii) Cost of Infrastructure development (wire, brackets/clamps & any other accessories).
 - (iii) Project Management Consultancy charges (PMC @ 3%)
 - (iv) Interest During Construction (IDC)
 - b. EESL post tax return on equity shall be 14% per annum
 - c. The debt equity ratio will be 80:20
 - d. The interest rate on debt will be on actuals subject to a maximum rate of 11%
 - e. Establishment & Supervision Charges (ESC) will be limited to 3%. EESL will provide the self-certified Statement of Expenses incurred towards PMC & ESC.
 - f. Repair & Maintenance cost @ INR 20 per Light point monthly or the actual cost discovered through the tender for the maintenance work of installed LED lights.
 - g. All statutory taxes/duties will be reimbursed by Nagar Palika Parishad, JAUNPUR to EESL on actuals.


A
03-07-18
OFFICIAL

- 6.2 Annuity amount determined shall be paid to EESL on monthly basis as agreed in this agreement. The fixed annuity amount payable to EESL during the contract period shall be secured through an ESCROW arrangement as per **Annexure-IV**.
- 6.3 Not later than one month (30 days) from date execution of this Agreement by both Parties, Nagar Palika Parishad, JAUNPUR shall through a schedule bank at Uttar Pradesh, open separate ESCROW account for monthly payment which will have a balance of Three months (3) months of annuity and that will be renewed quarterly. Further, if the Escrow Account is not opened within the stipulated time period or Escrow Account is not credited with the minimum payment as mentioned in the foregoing, then, EESL reserves the right to suspend the performance under this Agreement till such time default is rectified within the period, which shall be not later than 30 days and such suspension of performance by EESL shall not be considered as default on the part of EESL.
- 6.4 EESL shall raise monthly invoice to Nagar Palika Parishad, JAUNPUR which shall be acknowledged by Nagar Palika Parishad, JAUNPUR and shall be processed within 15 working days from date of submission.

Provided that first invoice shall be raised by EESL upon completion of two months of installation and shall comprise of annuity of first 2 months. Subsequently, all invoices shall be raised on monthly basis upon completion of respective month. Nagar Palika Parishad, JAUNPUR shall not be entitled to retain any amount due to EESL under this agreement or set off any amount due to it from EESL against any eligible monthly payment or demands. If the payment of any amount under this Agreement is disputed, then the entire undisputed element of that amount shall be paid and the disputed element shall be dealt with in accordance with the arbitration procedure set forth under the Agreement. Further, Nagar Palika Parishad, JAUNPUR shall notify the disputed portion or amount of the invoice, in writing within 5 (five) days of receipt of the invoice. Nagar Palika Parishad, JAUNPUR shall identify the specific cause of the disagreement and shall pay the undisputed portion of the invoice. If no such dispute is raised within 5 (five) days from the receipt of invoice, then the entire invoice shall be deemed to be undisputed.

- 6.5 Nagar Palika Parishad, JAUNPUR, shall make direct monthly payment to EESL, within 15 days from the date of submission of invoice by EESL to Nagar Palika Parishad, JAUNPUR, out of the Budget allotted for Energy & Material expense against Street Lights for Nagar Palika Parishad, JAUNPUR.
- 6.6 In case, if the Nagar Palika Parishad, JAUNPUR, fails to make monthly annuity payment to EESL within 15 days from the date of submission of invoice, Nagar Palika Parishad, JAUNPUR, shall make the payment of monthly annuity from the ESCROW account.
- 6.7 In the event of delay in payment of a Monthly Bill by Nagar Palika Parishad, JAUNPUR beyond the period of one month from the date of billing, a Payment Surcharge shall be payable by Nagar Palika Parishad, JAUNPUR to the EESL at the rate of two (2) percent in

A
03-07-18
J-E (Jal)



excess of the SBIPLR for the time being, on the amount of outstanding payment, calculated on a day to day basis (and compounded with monthly rest) on per annum basis, for each day of the delay.

- 6.8 For the payment of monthly bills within 7 days of date of billing a rebate of 0.5% shall be allowed. If payments are made after 7 days but within a period of 15 days of presentation of bills by EESL, a rebate of 0.25% shall be allowed.

7. CONDITIONS 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 fulfillment 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 Nagar Palika Parishad, JAUNPUR 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 Conditions Precedent for the Nagar Palika Parishad, JAUNPUR

The "Nagar Palika Parishad, JAUNPUR" shall:

- (i) Provide an undertaking that all of the Representations and Warranties of the Nagar Palika Parishad, JAUNPUR 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 the "EESL" copies (certified as true by the designated of the Nagar Palika Parishad, JAUNPUR) of all resolutions adopted by the Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR copies (certified as true copies by an authorized officer of the "EESL") of its constitutional documents.

EESL

A
03-07-18
J.E(Sal)

- (iii) Provide that upon request in writing by the "EESL", the Nagar Palika Parishad, JAUNPUR 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 endeavors 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-fulfillment 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 Nagar Palika Parishad, JAUNPUR 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 dishonoring this BA due to non- fulfillment of Conditions Precedent by the Nagar Palika Parishad, JAUNPUR or for any other reason what so ever not specified in this BA, the Nagar Palika Parishad, JAUNPUR 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 Annexure-I.

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. 7 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

EESL

A
03-07-18
J.P.P.

of the Parties including adverse weather conditions, earth quakes, heavy rains/ thunder storms/ hurricanes, tempest, whirlwind, landslides, storms, volcanic eruptions, fire or any calamities, riots, high voltage, unauthorized handling, accidents and thefts. In case of any incident such as theft, arson, riots etc. an FIR will be lodged in the area Police Station jointly by EESL and Nagar Palika Parishad, JAUNPUR and to be resolved the same by both the parties. For damages including those not covered by technical defect and insurance, EESL will be paid separately within 30 days by Nagar Palika Parishad, JAUNPUR at actuals and shall not be covered under annuity.

- (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. This reduction of energy consumption will be verified & established jointly by EESL & Nagar Palika Parishad, JAUNPUR at selected switch points representing the area under jurisdiction of Nagar Palika Parishad, JAUNPUR post project implementation.
- (v) EESL shall take an insurance policy to cover for any failure of lighting in addition to the warranty or manufacturing defect. The necessary premium shall be reimbursed by Nagar Palika Parishad, JAUNPUR on actual.
- (vi) Responsibility on account of accidents shall in line with division of scope of work.
- (vii) EESL shall release the Bank Guarantee (BG) of the Bidder(s) selected through open tendering for execution of the above mentioned works after taking NOC from Nagar Palika Parishad, JAUNPUR. However, if Nagar Palika Parishad, JAUNPUR fails to provide the consent within 7 years (BG period) from date of declaration of completion of project implementation by EESL, the bidder's BG will be released by default.

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

EESL

A
03-07-18
JES/ajl

Mechanism). The Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR 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. In some of the VIP areas a dedicated team may be deployed for immediate action to rectify the defective lights.

(b) To keep adequate quantities of spare LED lights in order to enable speedy replacement.

Up to 95% of uptime penalty shall not be imposed by Nagar Palika Parishad, JAUNPUR, 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 for non-glowing luminaries beyond 48 hour = [(wattage of defective LED lights) X 12 hours X no. of days of default beyond 48 hours X tariff]/1000

Penalty for non-glowing luminaire below 95% uptime = [(equivalent wattage of defective LED lights corresponding to quantity below 95%) X 12 hours X no. of days X tariff]/1000

11. IMPLEMENTATION PERIOD

- (i) The "implementation Period" or "Time for Completion of implementation" shall be a period of Three months from the date of compliance of Conditions
- (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;

EESL

A
0307-18
JFJ/dl

- (e) Any delay caused by Competent Authorities.

Provided that the "EESL" shall at all times use its best endeavors 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 7 years from the date of declaration of completion of project implementation by "EESL" and on receipt of the total project value from the Nagar Palika Parishad, JAUNPUR whichever is later,
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 Nagar Palika Parishad, JAUNPUR 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 become automatically inoperative and not enforceable any further.

13. TERM

This BA commences on 16/04/2018 and will remain in force for 7 years unless rescinded by either party. This BA can be extended further by the mutual consent of all the Parties.

14. INSURANCE

EESL will insure the fittings during the period of the contract against any natural disaster such as fire, earthquake and safeguarding theft. The cost of insurance, including premium, shall be reimbursed by Nagar Palika Parishad, JAUNPUR on actual.

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 Nagar Palika Parishad, JAUNPUR, and EESL, is so altered that the contents of the Memorandum are no longer appropriate.
- (ii) This BA 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.

EESL

A
030718
J-Palika

16. TERMINATION FOR DEFAULT

16.1 The "Nagar Palika Parishad, JAUNPUR" Events of Default

Each of the following events or circumstances, to the extent not caused by a default of the "EESL", or Force Majeure, and if 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 Nagar Palika Parishad, JAUNPUR.

- (i) The Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR has failed to compensate the EESL for the same through an adjustment.
- (iv) The Nagar Palika Parishad, JAUNPUR 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 "Nagar Palika Parishad, JAUNPUR", the "EESL" shall be entitled to issue a Termination Notice to the "Nagar Palika Parishad, JAUNPUR". The Termination Notice shall grant the "Nagar Palika Parishad, JAUNPUR" a further period of 30 (thirty) days (the "Termination Period") to make a representation, and if, during the Termination Period the "Nagar Palika Parishad, JAUNPUR" takes suitable steps to remedy the situation, the "EESL" shall be entitled to withdraw the Termination Notice. If the Termination Notice is not withdrawn within the Termination Period, this Agreement will automatically terminate on the expiry of 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 "Nagar Palika Parishad, JAUNPUR" 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 "Nagar Palika Parishad, JAUNPUR", 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 "Nagar Palika Parishad, JAUNPUR" 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.

EESL

A
03-07-18
J-EESL

6

Handwritten signature

16.4 Termination by the "Nagar Palika Parishad, JAUNPUR"

Without prejudice to any other right or remedies which the Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR shall be entitled to terminate this BA by following the procedure set forth hereinafter:

- (i) The Nagar Palika Parishad, JAUNPUR 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 "Nagar Palika Parishad, JAUNPUR" 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 Nagar Palika Parishad, JAUNPUR.
- (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 "Nagar Palika Parishad, JAUNPUR" Default under Articles 15.1 and 15.2, the "EESL" shall be entitled to receive from Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR default leading to premature termination of this BA, the Nagar Palika Parishad, JAUNPUR 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.
- (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 Nagar Palika Parishad, JAUNPUR

- (i) Upon Termination by the "Nagar Palika Parishad, JAUNPUR" 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 Nagar Palika Parishad, JAUNPUR by the way of Termination Payment a sum equal to 90% of capital cost incurred by the EESL at the time of termination, consideration of the project as

EESL

A
03-07-18
J-EESL

f

Handwritten signature

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 Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR and comply with all reasonable requests thereof including the execution of any documents and other actions, provided the Nagar Palika Parishad, JAUNPUR 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 18.2, 18.3, and 18.4 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.

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;

EESL

A
03-07-18
J-5081

- (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 Nagar Palika Parishad, JAUNPUR.

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 Nagar Palika Parishad, JAUNPUR, 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 Nagar Palika Parishad, JAUNPUR, Govt. of Uttar Pradesh, and 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.

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:

EESL

A
03-07-18
JE (all)

- (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 "Nagar Palika Parishad, JAUNPUR"

The Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR.
- (ii) the imposition of any blockade, embargo, import restrictions, rationing or allocation by the Nagar Palika Parishad, JAUNPUR or any Competent Authority; or
- (iii) Change of Governments or administrators of Nagar Palika Parishad, JAUNPUR.

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 Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR 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.

EESL

A
03-07-18
J.F. (ad)

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 Nagar Palika Parishad, JAUNPUR 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 " Nagar Palika Parishad, JAUNPUR " 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 Nagar Palika Parishad, JAUNPUR 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 Nagar Palika Parishad, JAUNPUR in one lump sum not later than 30 (thirty) days after the end of the Force Majeure Event and notice to the Nagar Palika Parishad, JAUNPUR 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 of a 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:

EESL

03-07-18
JES(a)

- (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 18.13 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;
 - (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")

EESL

Page 20

03-07-13
JE (201)

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 Nagar Palika Parishad, JAUNPUR. The proceedings of this meeting shall be recorded by the Project In-charge.

19.3 Arbitration or Adjudication

- (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 own 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, Lucknow.

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 Nagar Palika Parishad, JAUNPUR / or the "EESL".

20. COOPERATION

20.1 Nagar Palika Parishad, JAUNPUR and EESL will consult with each other, whenever it may be appropriate, on the matters covered by this BA and will use their best endeavors 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 Nagar Palika Parishad, JAUNPUR and EESL, they will use their best endeavors to resolve the dispute promptly.

21. MISCELLANEOUS PROVISIONS

21.1 Governing Law and Jurisdiction

EESL

A
03-07-18
J-E (2)

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 (I to IV) 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.

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 Nagar Palika Parishad, JAUNPUR 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 the 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: Shri Yogesh Kumar Rai

EESL

03-07-18
J-EESL

Address for communication: 4th Floor, IWAI Building, A-13, Sector-1, Noida-201301, UP

(iv) In the case of the Nagar Palika Parishad, JAUNPUR all communication shall be addressed to:

Name of Nagar Palika Parishad, JAUNPUR 's Representative:
Address for communication: Nagar Palika Parishad, JAUNPUR (Uttar Pradesh)

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. SIGNATURES

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

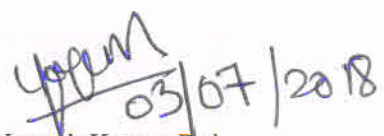
1. 
Name:
Designation: Executive Officer

Executed for Nagar Palika Parishad,
JAUNPUR
By its duly Authorized Representative



Witness 1


Witness 2



2. 
Name: Yogesh Kumar Rai
Designation: Assistant Manager(T)

Executed for EESL
By its duly Authorized
Representative

Witness 1


Witness 2



**Energy Saving Calculation for Street Lighting Project at Jaunpur Nagar Palika Parishad,
Jaunpur**

Annexure-I

Replacement of Conventional Street Lighting with LED Street Lighting Systems at Nagar Palika ,Jaunpur							
Particulars	CFL 85W	HPSV/MH/SV- 70W FL	HPSV/MH/SV- 150W FL 2	HPSV/MH/SV- 250 W	Mini Mast- 400W	Total	Million Units
Number of streetlight fixtures	1020	906	1469	2220	43	5,658	
Wattage of existing Street Lighting	85	70	150	250	400		
Losses	0	10.5	22.5	37.5	60		
Total Wattage of existing Street Lighting	85	80.5	172.5	287.5	460		
Wattage of LED Street Lighting	35	35	70	110	190		
Hours of Usage	12	12	12	12	12		
Hours of Usage	12	12	12	12	12		
Operating days per year	365	365	365	365	365		
Existing Energy Consumption per year (kwh)	379,746	319,447	1,109,903	2,795,535	86,636	4,691,267	4.69
New Energy Consumption per year (Kwh)	156,366	138,890	450,395	1,069,596	35,785	1,851,032	1.85
Energy saved per year(Kwh)	223,380	180,557	659,508	1,725,939	50,852	2,840,235	2.84
Energy Saved per year (Dimming)	-	-	-	-	-	-	-
Energy Saved per year (Kwh)	223,380	180,557	659,508	1,725,939	50,852	2,840,235	2.84

	CFL 85 W	HPSV/MH/SV- 70W FL	HPSV/MH/SV- 150W	HPSV/MH/SV- 250 W	Mini Mast- 400W	
Estimated Existing Load Requirement of Street Lighting (w/o Losses) (KW)	86.70	63.42	220.35	555.00	17.20	925.47
Estimated LED Load Requirement of Street Lighting(KW)	36	32	103	244	8	414.44
						511.03

A
03-07-18
JES(J)

[Handwritten signature]

Annexure-II

Financial Calculation for Street Lighting Project at Jaunpur Nagar Palika Parishad, Jaunpur									
1	Cost of LED Luminaire (INR) (80 Rs/wattage)	33,155,200							
2	Cost per Driver (INR)	-							
3	Cost per CCMS (INR) @ Rs.15 per wattage	6,216,600							
4	Total number of Street Lights to be replaced	5,658							
5	Total LED Watts to be replaced	414,440							
6	Infrastructure Development (Rs.1000/fixture)	5,658,000							
7	Project Management Consultancy	3%							
8	Total Capital cost of the Project (INR)	46,380,694							
9	Project life	7							
10	Financial Years		1	2	3	4	5	6	7
11	Equity portion (20% of Capital Cost)	9,276,139							
12	Debt portion (80% of Capital Cost)	37,104,555							
13	Debt at the beginning of the Financial year		37,104,555	33,311,903	29,102,059	24,429,133	19,242,184	13,484,671	7,093,832
14	Debt at the End of the Financial year		33,311,903	29,102,059	24,429,133	19,242,184	13,484,671	7,093,832	0
15	Principal payout annually		3,792,652	4,209,844	4,672,927	5,186,949	5,757,513	6,390,839	7,093,832
16	Interest Rate/ Interest amount	11.00%	4,081,501	3,664,309	3,201,227	2,687,205	2,116,640	1,483,314	780,321
17	Annual maintenance charges	3.00%	1,391,421	1,474,906	1,563,400	1,657,204	1,756,637	1,862,035	1,973,757
18	Recovery of equity investment		2,673,538	2,673,538	2,673,538	2,673,538	2,673,538	2,673,538	2,673,538
19	Annual repayment to be made by NPP, Jaunpur to EESL (Excluding Service-Taxes)		11,939,112	12,022,597	12,111,092	12,204,896	12,304,328	12,409,726	12,521,448
20	GST @ 18%	18.00%	1,342,599	1,256,035	1,156,439	1,041,742	909,519	756,921	580,596
21	Annual repayment to be made by NPP, Jaunpur to EESL (Including Service-Taxes)		13,281,711	13,278,632	13,267,530	13,246,638	13,213,847	13,166,647	13,102,044
22	Debt (Pre-Tax)	80.00%	11.00%						
23	Equity (Pre-Tax)	20.00%	21.41%						
24	Cost of Capital	100.00%	13.08%						
25	Equity (Post-Tax)		14.00%						
26	Income Tax Rate		30.00%						
27	Surcharge		12.00%						
28	Edu Cess		3.00%						
29	Tax Rate		34.61%						

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

23	Equity Investment									
24	Opening Balance	9,276,139	9,276,139	8,588,562	7,753,778	6,740,274	5,509,784	4,015,855	2,202,086	
25	Recovery of Equity	7.00	687,577	634,763	1,013,505	1,230,489	1,493,929	1,813,770	2,202,086	9,276,139
26	Closing Balance		8,588,562	7,753,778	6,740,274	5,509,784	4,015,855	2,202,086	(0)	
27	Return on Equity	21.41%	1,985,961	1,838,755	1,660,033	1,443,049	1,179,809	859,768	471,452	9,438,627
28	Recovery of Equity	(9,276,139)	2,673,538	2,673,538	2,673,538	2,673,538	2,673,538	2,673,538	2,673,538	18,714,766
28	Equity IRR (Pre-Tax)	21.41%								
29	Trade-Off between Annual Payments to EESL and Savings in Electricity Bill		1	2	3	4	5	6	7	Total
	Reduction in Load (KW)		511	511	511	511	511	511	511	3,577
	Tariff Rate (INR/KW/Month)	3.00%	3,000	3,090	3,183	3,278	3,377	3,478	3,582	
	Benefit- Annual Savings in Electricity Consumption (INR Crores)		1.84	1.89	1.95	2.01	2.07	2.13	2.20	14.10
	Benefit- Annual Savings in Maintenance Cost (INR Crores)*	3.00%	0.18	0.19	0.19	0.20	0.20	0.21	0.21	1.38
	Total savings on Electricity Bill & Maintenance Cost (INR Crores)		2.02	2.08	2.14	2.21	2.27	2.34	2.41	15.48
	Payout- Payment to EESL (INR Crores)		1.33	1.33	1.33	1.32	1.32	1.32	1.31	9.26
30	Net Impact (INR Crores)		0.69	0.75	0.82	0.88	0.95	1.02	1.10	6.22
32	Trade-Off between Existing Expenditure and Revised Expenditure on Streetlights		1	2	3	4	5	6	7	Total
	Existing Energy Load (KW)		925	925	925	925	925	925	925	6,478
	Revised Energy Load (KW)		414	414	414	414	414	414	414	2,901
	Tariff Rate (INR/KW/Month)	3.00%	3,000	3,090	3,183	3,278	3,377	3,478	3,582	
	Annual Existing Expenditure on Electricity Consumption (INR Crores)		3.33	3.43	3.53	3.64	3.75	3.86	3.98	25.53
	Annual Existing Expenditure on Maintenance (INR Crores)*	3.00%	0.18	0.19	0.19	0.20	0.20	0.21	0.21	1.38
	Total Existing Expenditure on Streetlights (INR Crores)		3.51	3.62	3.73	3.84	3.95	4.07	4.19	26.91
	Revised Expenditure on Electricity Consumption per Annum (INR Crores)		1.49	1.54	1.58	1.63	1.68	1.73	1.78	11.43
	Payout-Payment to EESL (INR Crores)		1.33	1.33	1.33	1.32	1.32	1.32	1.31	9.26
	Total Revised Expenditure on Streetlights (INR Crores)		2.82	2.86	2.91	2.95	3.00	3.05	3.09	20.69
	Total Saving on Streetlights (INR Crores)		0.69	0.75	0.82	0.88	0.95	1.02	1.10	6.22

*The Financial presented is indicative and based on inventory provided by ULB. It may vary as per actual work/installation at site.

*All the taxes will be charged on actual at the time of billing.

A
03-07-18
JB(Jal)

[Handwritten signature]

Annexure - III

Monthly Payment Schedule

Year	Month	Monthly Amount	Yearly Total
1	1	1,106,809	13,281,711
	2	1,106,809	
	3	1,106,809	
	4	1,106,809	
	5	1,106,809	
	6	1,106,809	
	7	1,106,809	
	8	1,106,809	
	9	1,106,809	
	10	1,106,809	
	11	1,106,809	
	12	1,106,809	
2	13	1,106,553	13,278,632
	14	1,106,553	
	15	1,106,553	
	16	1,106,553	
	17	1,106,553	
	18	1,106,553	
	19	1,106,553	
	20	1,106,553	
	21	1,106,553	
	22	1,106,553	
	23	1,106,553	
	24	1,106,553	
3	25	1,105,628	13,267,530
	26	1,105,628	
	27	1,105,628	
	28	1,105,628	
	29	1,105,628	
	30	1,105,628	
	31	1,105,628	
	32	1,105,628	
	33	1,105,628	
	34	1,105,628	
	35	1,105,628	
	36	1,105,628	

Year	Month	Monthly Amount	Yearly Total
4	37	1,103,886	13,246,638
	38	1,103,886	
	39	1,103,886	
	40	1,103,886	
	41	1,103,886	
	42	1,103,886	
	43	1,103,886	
	44	1,103,886	
	45	1,103,886	
	46	1,103,886	
	47	1,103,886	
	48	1,103,886	
5	49	1,101,154	13,213,847
	50	1,101,154	
	51	1,101,154	
	52	1,101,154	
	53	1,101,154	
	54	1,101,154	
	55	1,101,154	
	56	1,101,154	
	57	1,101,154	
	58	1,101,154	
	59	1,101,154	
	60	1,101,154	
6	61	1,097,221	13,166,647
	62	1,097,221	
	63	1,097,221	
	64	1,097,221	
	65	1,097,221	
	66	1,097,221	
	67	1,097,221	
	68	1,097,221	
	69	1,097,221	
	70	1,097,221	
	71	1,097,221	
	72	1,097,221	

Year	Month	Monthly Amount	Yearly Total
7	73	1,091,837	13,102,044
	74	1,091,837	
	75	1,091,837	
	76	1,091,837	
	77	1,091,837	
	78	1,091,837	
	79	1,091,837	
	80	1,091,837	
	81	1,091,837	
	82	1,091,837	
	83	1,091,837	
	84	1,091,837	

* The payment includes all the applicable Taxes and Duties



03-07-18
J-E (all)

[Handwritten signature]

ANNEXURE-IV - FORMAT ESCROW AGREEMENT

This Agreement is made on the _____ day of _____ 2017 at _____ amongst **Energy Efficiency Services Limited**, a Company registered under the Companies Act.(1956) having its Registered office at 4th Floor Sewa Bhawan, R.K. Puram, Sector-1, New Delhi-110066 (hereinafter referred to "**the EESL**" which expression shall include its successors or assigns) of the **First Part**.

AND

(CLIENT) _____ (herein after referred to as "**CLIENT**" which expression shall include its s successors or assigns) of the **Second Part**.

AND

_____ constituted under the Banking Companies Act, having its Head Office _____ (herein after referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the **Third part**.

AND WHEREAS CLIENT has engaged the services of EESL to supply, install, service and maintain LED streetlight including their post installation maintenance and warranty

EESL

Page 29

A
03-07-18
JEB(al)

replacement during the project period ("Project"). The Agreement between CLIENT and EESL for the "LED STREETLIGHT PROJECT IMPLEMENTATION" has been signed on (Contract).

AND WHEREAS, as per the terms of the Contract, CLIENT has agreed to provide an escrow on its electricity duty / electricity tax account no..... maintained with the Escrow Bank, as a payment security mechanism for the payment of obligations of CLIENT. As per the terms of the said Contract, CLIENT is under obligation to make payment to the EESL as per the **Schedule A** herewith.

AND WHEREAS parties are hereby agreed that CLIENT shall establish escrow mechanism over its account No. C/A _____ (hereinafter referred to as the **Escrow Account**) maintained with Escrow Bank.

AND WHEREAS CLIENT has agreed for establishing an **escrow mechanism** ensuring timely payment of CLIENT obligations towards EESL in the Escrow Account as agreed under this Agreement.

AND WHEREAS the _____ has agreed to act as the Escrow Bank in respect of the amount deposited in the said Escrow Account and utilize the proceeds in the Escrow Account for payment of the dues in the manner provided in this Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. For the purpose of this agreement, parties hereby appoint the _____ bank as the Escrow Bank and the Escrow Bank hereby accepts the appointment as the Escrow Bank on the terms and conditions contained herein.
2. The CLIENT declares and undertakes that any amount received by CLIENT towards electricity duty/ electricity tax shall be deposited by the CLIENT in the Escrow Account in entirety immediately on receipt of same through collection of cheques or by electronic form and such receipt shall be utilized for payment to EESL.

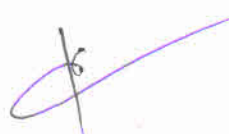


[Handwritten signature]

[Handwritten signature]

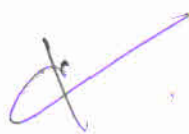
A
03-07-18
J.E (ad)

3. The CLIENT irrevocably and unconditionally hereby authorizes Escrow Bank to debit the amount on due dates as mentioned in Schedule A from the Escrow Account and remit the same to EESL in the account no..... with Bank.
4. Parties hereby agree that such payments made by CLIENT through Account Bank to EESL as mentioned above shall be treated as valid discharge of obligation of CLIENT.
5. The CLIENT also declares and undertakes that it shall not collect, credit or make any adjustment against receivables directly or through any other person except as provided under this Agreement and shall ensure that no other person is being authorized to utilize or appropriate any part of the receivables, presently flowing to the Escrow Account.
6. The CLIENT hereby creates a first lien and acknowledges and undertakes to ensure the deposit to the Escrow Account of first flow of revenue including capital receipts and other receipts amounting to not less than (Rs. in words.....) i.e. ___-months of annuity (**Minimum Required Amount**) towards total project dues amounting to Rs, from the CLIENT's Main Working Capital Account maintained with the Escrow Bank, where all the CLIENT's receivables which includes all monies including but not limiting to the revenue accruing to the CLIENT by sale of Electricity or otherwise is deposited, to which Escrow Bank has no objection. The CLIENT undertakes to complete all the formalities in this regard including filing of requisite returns/ formalities with Registrar of Companies (ROC).
7. That CLIENT further confirms, agrees and undertakes that at any time, if sufficient inflows are not available in the account for payment of dues of EESL (As per Schedule A), the Account Bank shall utilize the Minimum Required Amount for payment of the dues. As and when the Minimum Required Amount goes below the 3 months annuity amount due to utilization for payment of dues, CLIENT shall immediately replenish the amount from other sources to maintain the 3 months annuity.
8. CLIENT further acknowledges and undertakes not to open or establish any other account for the purpose of collection of its electricity duty/ electricity tax as aforesaid.
9. That if CLIENT fails to pay to EESL the required amount on due date as per Schedule A, the EESL shall instruct the ESCROW Bank to remit the amount immediately on receipt of the amount in the Escrow Account. And CLIENT further confirms and undertakes that any payment received in the said Escrow Account shall be utilized firstly for payment of EESL dues.



A
03-07-18
J.B. (all)

10. CLIENT irrevocably and unconditionally authorizes the Escrow Bank to make payments to the EESL from the Escrow Account to discharge the outstanding dues of EESL on due dates as per Schedule A hereunder.
11. Should for any reason, the balance in the Escrow Account is insufficient to meet fully the payment demanded by the EESL, the Escrow Bank may debit and make remittance to the EESL to the extent available there in and when further credits are affected /received in the Escrow Account, the Escrow Bank shall continue to make remittance to the EESL till the full amount as per notice of demand is paid.
12. CLIENT and the Escrow Bank confirm that CLIENT has given an irrevocable and unconditional authorization under this agreement in favor of the Escrow Bank extending inter-alia, the mandate to discharge the commitments under this Agreement from time to time and CLIENT and the Escrow Bank shall not revoke the mandate without the prior written approval and consent of the EESL.
13. The Escrow Bank shall not have any lien or right or right to set off or be entitled to assert a general claim on the monies in the Escrow Account to the extent of demand raised by EESL nor shall such amount, being trust property hereunder, be treated as its assets in the event of its bankruptcy or liquidation, and that such amount shall at all times during the currency of this Agreement accrue to the benefit of EESL in accordance with the provisions of this Agreement.
14. The amount deposited in the Escrow Account shall be applied by Escrow Bank as provided herein this agreement. For the purposes of this agreement, Sec.20 of the Indian Trust Act, 1882 shall not apply.
15. The parties shall be governed and construed in accordance with the Indian Laws and the parties hereby irrevocably submit to the exclusive jurisdiction of the court at New Delhi to entertain and decide any dispute relating to or arising out of this agreement.
16. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to arbitration under the clause. The award of the arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make further



A
03-07-18
J.E(Sal)

reference for setting aside or revision of the award to the Law secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17. The CLIENT shall indemnify the Escrow Bank against any financial liability while discharging its duty being an Escrow Bank. No claim shall lie against the Escrow Bank whether monetary or otherwise from the EESL or the CLIENT, in the event of non-remittance of the amounts of the Escrow Account to the EESL by the Escrow Bank due to reasons of force majeure i.e. strikes, riots, and natural calamities.
18. The Escrow Bank shall furnish the monthly bank statement of Escrow Account by the first week of the succeeding month to the EESL or as and when called for by the EESL.
19. Names and specimen signatures of the EESL's officials authorized to issue notice to Escrow Bank under this Agreement in case of default by the EESL, duly attested are annexed. Any change in the said authorization will be advised to Escrow Bank at the appropriate time.
20. Except as otherwise expressly provided elsewhere in this agreement, all notices and/or communications, which are required, and remitted to be in writing and shall be sufficient if delivery by Registered/Speed Post/Facsimile/Courier/Telegram shall be addressed on the address given hereunder.
21. This Escrow Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter (i.e. the escrow arrangement) and replaces and supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter.
22. No variation of or amendment to this Escrow Agreement shall be effective unless made in writing and executed by all the Parties hereto.
23. Neither this Escrow Agreement nor any of the rights or obligations hereunder may be assigned by a Party without the prior written consent of the other Parties.
24. Whenever possible, each provision of this Escrow Agreement shall be interpreted in such a way as to be effective and valid under law, but if any provision of this Escrow Agreement is unenforceable or invalid under law, such provision shall be ineffective only to the extent of such unenforceability



A
03-07-18
J-F (a)

or invalidity, and the remaining provisions of this Escrow Agreement shall continue to be binding and in full force and effect.

25. Unless otherwise determined by a competent jurisdiction, the Parties, their employees, representatives and agents shall keep the provisions of this Escrow Agreement strictly confidential and, except as may be required by applicable laws, shall make no disclosure thereof to any person, except the Parties' respective legal counsel and professional advisers, without the prior written consent of the other Parties.

26. The Agreement shall remain valid till the entire dues of EESL are paid.

IN WITNESS whereof the parties hereto have executed these presents the day, month and year first herein above written.

Name & Address of EESL:

Name & Address of the client:

Name & Address of the Bank:

Witness:

1)

2)

SCHEDULE -A

EESL

Page 34

A
03-07-18
J-E (Sa)

[Handwritten signature]

[Handwritten signature]