



MEMORANDUM OF UNDERSTANDING

between

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY

(Under the Ministry of Chemicals & Fertilizers, Govt. of India)

And

INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED

(A Govt. of India Enterprise)

New Delhi

For

Cooperation in the field of Renewable Energy

on

Friday, 11th March 2022

BETWEEN

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET), was established in 1968 by the Government of India, having its Head Office at CIPET Head Office, T.V.K. Industrial Estate, Guindy, Chennai - 600032.. (herein after referred as "CIPET" which expression shall unless repugnant to the context or meaning thereof include its administrators, executors, successors, and assigns of the CIPET) of the **FIRST PART**.

AND

INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED, a Company registered under the Companies Act, 1956, having its Registered Office at Indian Habitat Centre, East Court, Core-4A, 1st Floor, Lodhi Road, New Delhi-110003 (herein after referred as "IREDA" which expression shall unless repugnant to the context or meaning thereof include its administrators, executors, successors, and assigns of the **SECOND PART**).

(IREDA and CIPET are hereinafter individually referred to as the 'Party' and collectively as 'Parties').

PREAMBLE

WHEREAS

"CIPET", is a premier Academic institution for higher & technical education under the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted in all the domains of plastics viz:- Design, CAD/CAM/CAE, Tooling & Mould Manufacturing, Production Engineering, Testing and Quality Assurance. CIPET operates from various locations spread across the country to cater the needs of the Polymer and allied industries.

"IREDA" is a public sector enterprise and wholly owned by Government of India, Ministry of New and Renewable Energy (MNRE), incorporated with an objective to promote, develop and extend financial assistance for renewable energy and energy efficiency / conservation projects.

Under the MoU IREDA will offer the following Consultancy Services:

- i. **Assessment support in Greenfield project development-** Techno-commercial evaluation of the project, preparing financial models, conduct pre-feasibility, preparation of DPR, assist in analyzing technical, commercial, regulatory aspects of project development, finalizing commercial and contracting arrangement, Defining performance indicators.

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- ii. **Implementation support for Greenfield Projects-** Project progress milestone definition, Monitoring project progress, Project design approval, Record work measurement, bill verification, technical parameters optimization, Evacuation facilities, Quality inspection in line with relevant IS/IEC standards, provide post-implementation support in measuring performance ratio, yield, availability of solar PV plants and initiatives, Recommendations on best O&M practices and schedule, setting KPI etc.

FEE FOR CONSULTANCY SERVICES:

If CIPET is desirous for getting the above works done from IREDA on consultancy basis and IREDA agrees to provide the consultancy services for the activities, on a mutual agreed term, for a fee agreeable:

FACILITIES/INFORMATION TO BE PROVIDED BY CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY FOR CONSULTANCY SERVICES:

- i. CIPET to provide project specific information such as project DPR, land acquisition documents, roof rights, compensation documents, operational details, SOPs followed at the site, project clearance, and other E&S specific information.
- ii. All necessary information / data and facilities as may be required by IREDA and available with CIPET in connection with services shall be promptly rendered by CIPET under this MOU. However, IREDA shall in writing request to CIPET for all necessary information required at least 7 (seven) days in advance.
- iii. CIPET shall give their views on all matters pertaining to any work as may be referred to by IREDA from time to time within a reasonable time which would normally not exceed 7 (seven) days and shall discharge faithfully all its obligation.
- iv. CIPET to make logistic arrangements for the capacity building trainings or workshops and IREDA officials visit.

1.0 COMMENCEMENT AND VALIDITY

The MoU shall come into effect from the date of signing and the term of this MOU shall be for an initial period of Five (5) years, extendable further upon mutual consent of the Parties concerned.

The process of evaluation of any identified project by IREDA shall be started only after written approval of CIPET

Notwithstanding anything contained in this MOU, parties shall not have any financial or legal liability whatsoever arising directly or indirectly from any of the stipulation in this MOU, unless a negotiated and specific Agreement is executed between IREDA and CIPET.



2.0 FORCE MAJEURE / ACTS OF GOD

This MOU is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of contracting Parties, such as civil commotion, regulatory and statutory restriction, riots, war, hacking, unauthorized access, spam, etc. which may result in the vagaries of the general financial markets.

3.0 SETTLEMENT OF DISPUTE

- a. This MOU shall be governed by and construed in accordance with laws of India. Any dispute or difference arising out of this MOU shall be amicably settled between the Parties. If required, adjudicator can be engaged on mutually agreed Terms & Conditions.
- b. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract between “IREDA” and “CIPET” such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in Department of Public Enterprise (DPE) Office Memorandum No:- 4(1)/2013- DPE(GMIIFTS-1835) dated 22.05.2018, in case the same is not settled through adjudication process as per (a) above.
- c. This MOU shall be subject to the jurisdiction of the court either **New Delhi** or **Chennai**.

4.0 TERMINATION

The Parties agree that this MOU only records the broad understanding between the Parties on issue mentioned herein above. Either Party may terminate this MOU by giving 30 days' notice in writing but such termination will not affect their obligations or rights accrued up to the date of termination.

5.0 NO AGENCY

This MOU does not create any principal-agent relationship between the Parties, nor does it make or authorize any Party to act for or on behalf of, or make any representations on behalf of the other Party. This MOU is on non-exclusive basis. This MOU only seeks to record an understanding of the Parties who seek to work together in certain areas.

Notwithstanding anything contained herein, Parties shall be at liberty to take up any assignment / project either individually, or in association with any other institution/s on any or all areas covered in this MOU as the Parties so deem fit.

6.0 SEVERABILITY

Any provision of this MOU, which is prohibited or unenforceable in any jurisdiction, shall, as to

such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of MOU or affect such provision in any other jurisdiction.

7.0 DISCLAIMER

Both the Parties do **not guarantee** success of any project **or assignment** undertaken under this MOU to the other Party; however, they shall put their best effort & expertise to make the project/assignment successful.

IN WITNESS WHEREOF the parties to the MOU have caused their respective duly authorized persons to execute these presents on the date first hereinabove mentioned.



For and on behalf of

**Central Institute of Petrochemicals
Engineering & Technology**



(Dr. Shishir Sinha) प्रो. (डॉ.) शिशिर सिन्हा
Prof. (Dr.) Shishir Sinha
महानिदेशक
Director General DIRECTOR GENERAL
सिपेट मुख्यालय (भारत सरकार)
CIPET HEAD OFFICE (GOVT. OF INDIA)
गिण्डी, चेन्नै / GUINDY, CHENNAI-600 032

Witness:

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For and on behalf of


**Indian Renewable Energy
Development Agency Limited**



(Shri Pradip Kumar Das)

Chairman & Managing Director

(प्रदीप कुमार दास/Pradip Kumar Das)
अध्यक्ष एवं प्रबन्ध निदेशक
Chairman & Managing Director
भारतीय अल्प ऊर्जा विकास संस्था लिमिटेड
Witness: Indian Renewable Energy Development Agency Ltd.
नई दिल्ली / New Delhi

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2. 