



ENERGY EFFICIENCY SERVICES LIMITED
A JV of PSUs under the Ministry of Power

Empanelment/Enrollment of Demand Aggregators for Sales Outreach

(Corporate Sales Agency / Direct Sales Agency / Dealers, Retailers & Other Demand Aggregators)

Notice Inviting Corporate Sales Agency / Direct Sales Agency / Dealers, Retailers & Other Demand Aggregators to empanel with Energy Efficiency Services Limited [EESL] for Indian Market.

PHASE III

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DEMAND AGGREGATORS EMPANELMENT / ENROLLMENT PROPOSAL

INTRODUCTION

Energy Efficiency Services Limited [EESL] is a joint venture of PSUs under the Ministry of Power, Government of India engaged in partnering various Central and State Agencies across the country in designing, implementing and maintaining energy efficiency (EE) projects. EESL is also taking up many EE Projects with Government of Goa like UJALA (LED Bulb Distribution), Konkan Railways, Income Tax Office Buildings, Customs Office Buildings and SLNP (LED Streetlight National Programme) etc.

In order to establish efficient sales channel, EESL is proposing the Demand Aggregation Module for below mentioned EESL Programs to tap the potential market –

EESL PROGRAMS –

1. SEAC – Super-Efficient Air-Conditioner Program
2. RAISE – Retrofit of Air-Conditioning to improve Indoor Air Quality for Safety and efficiency
3. UJALA – Unnat Jyoti by Affordable LEDs for All
4. NMRP – National Motor Replacement Programme
5. IEES – Integrated Energy Efficiency Services
6. SLNP – Street Light National Program
7. IC – Induction Cook Stove
8. OTHER – New Programs [Products & Services] under EESL BRAND [on Separate Approval Only]

For above mentioned programs:

EESL is looking forward to Empanel Corporate Sales Agency, Direct Sales Agency, Dealers & Retailers and other Demand Aggregators including ESCOs with requisite Empanelment Procedure & Scope of Work [**Annexure I**] under Success Fee Model [**Annexure II**].

Hence, a **Technical Approval** is sought to approach Empanel Agencies hereinafter referred to as “ **Demand Aggregator**” [DA] to assist **EESL sales department**.

Enclosed:

- | | |
|--------------------------|--------------|
| 1. Process Guidelines: | Annexure I |
| A. Empanelment Procedure | |
| B. Scope of Work: | |
| 2. Success Fee Model | Annexure II |
| 3. Terms & Conditions: | Annexure III |

ANNEXURE I

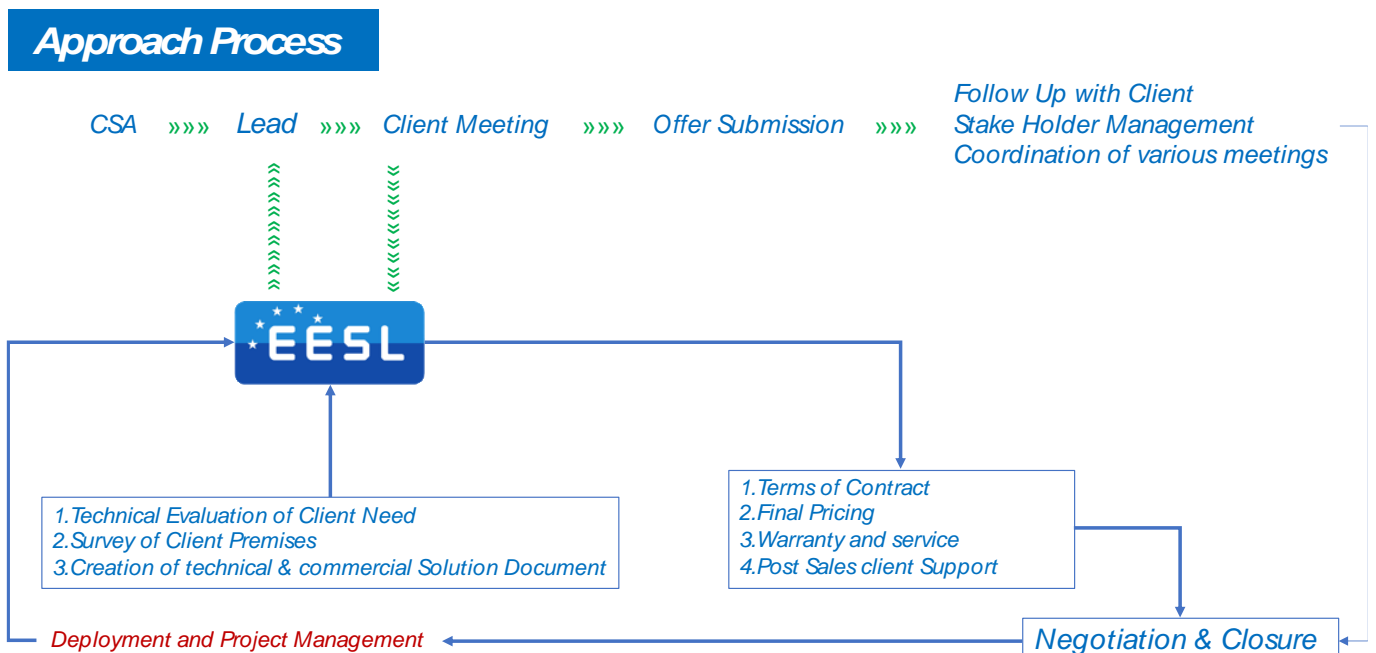
A. EMPANELMENT PROCEDURE

1. Empanelment will be open on **1st November 2023 till 30th November 2023**.
 - All interested parties are requested to fill registration form for empanelment/enrollment as a demand aggregator via link: www.eeslindia.org/empanelmentreg provided on EESL's official website i.e. www.eeslindia.org.
2. List of successful empanelled parties will be announced on 10th December 2023.
 - List of Successful Empanelled/Enrolled Parties will be Announcement via LINK: www.eeslindia.org/empanelled-da provided on EESL's official website i.e. www.eeslindia.org.
3. DA should submit all self-attested requisite document required for empanelment. [Annexure 1(a)]
4. All empanelled parties should submit all the requisite documents as mentioned in **Annexure -1(a)** and as per EESL Prescribed format, which can be downloaded while doing registration to submit latest by **30th November 2023** via mail to services@eesl.co.in.
5. The Program document has shared with all the interested parties and considering that it will be understood that the document shared will be read carefully, thoroughly before signing the undertaking attached to acceptance terms & conditions enclosed with registration Form.
6. The Empanelment/Enrollment may be reopen [**if required**] every first week of each quarter and is totally discrete decision of Competent Authority.



B. SCOPE OF WORK

1. Demand Aggregator shall identify the potential Clients to enhance and tap the potential market for above mentioned programs.
2. Demand Aggregator shall create market for EESL Programs and create a Sales Channel with a robust recovery model, considering agreement with EESL.
3. Demand Aggregator shall develop a proper sales tracking system in lieu to EESL's Sales Approach.
4. Demand Aggregator will ensure the below mentioned approach process –
5. Government Procurement – Demand Aggregator shall ensure support procurement via "GeM Portal" to Government & PSUs.



LIST OF DOCUMENTS TO BE SUBMIT**ANNEXURE I (a)**

- | | |
|--|----------------------|
| 1. GST Certificate | |
| 2. PAN Card | |
| 3. Demand Draft of Rupees One Lakh (as CPG) | |
| 4. To Whom It May Concern (on your Company Letterhead) | Attached Pg.No. - 15 |
| 5. Self-Declaration for Blacklisting (on your Company Letterhead) | Attached Pg.No. - 16 |
| 6. Terms & Conditions Agreement (Rs.100/- On Non – Judicial Stamp Paper) | Attached Pg.No. – 18 |
| 7. Non-Disclosure Agreement (Rs.100/- On Non – Judicial Stamp Paper) | Attached Pg.No. – 27 |
| 8. Land Border Sharing Certificate. | Attached Pg.No. – 31 |
| 9. EFT form | Attached Pg.No. – 32 |
| 10. Cancelled Cheque with your company name. | |

Note: Note: All the above-mentioned Documents need to be submitted via registered post to officer appointed [Mr. Nitin Bhatt, Deputy General Manager (Sales /PR) at below mentioned address. It is important to use prescribed formats attached with this booklet for the respective requisite documents.

***Addressed to: Mr. Nitin Bhatt, Deputy General Manager (Sales/PR)
NFL Building, 6th Floor, Core – III,
SCOPE Complex, Lodhi Road, New Delhi- 110003***

SUCCESS FEE MODEL**ANNEXURE II**

Success Fee is a contingent agreement which states that a fee will be paid if the outcome of the event is positive. If the outcome is not positive, then there is no obligation to pay the fee. This kind of fee structure is common B2B_CSA association, where the investment being operates on a success fee basis.

This keeps the team motivated to do their best and earn the maximum.

CALCULATION: SUCCESS FEE

[SUCCESS FEE IS DYNAMIC AND MAY CHANGE AS PER MARKET PRICE DISCOVERY AND PROCUREMENT]

1. FOR SEAC: SUPER-EFFICIENT AIR-CONDITIONER PROGRAM

| SL | PROGRAM | PRODUCT | MRP | SUCCESS FEE |
|----|---------------------------------|------------------|------------|---------------|
| 1 | SUPER EFFICIENT AIR CONDITIONER | 1.5 TON SPLIT AC | ₹41,300.00 | To be decided |

2. FOR UJALA:

| SL | PROGRAM | PRODUCT | MRP | | | SUCCESS FEE | | |
|----|---------|-----------------|-----------|-------------|----------|-------------|-------------|--------|
| | | | LED BULBS | TUBE LIGHTS | BLDC FAN | LED BULB | TUBE LIGHTS | FAN |
| 1 | UJALA | GOVT CLIENTS | ₹60.00 | ₹250 | ₹2399 | ₹5 | ₹10.00 | Rs.100 |
| | | PRIVATE CLIENTS | ₹70.00 | ₹270 | | ₹7 | ₹14.00 | |

3. FOR RAISE, IEES & IE MOTORS – Commission @ 2.5% of Contract Value excluding GST.

4. Street Light National Program) – Commission @ 6% OF Base Price excluding GST.

5. Introduced EESL New Products (Induction Cook Stove, LED Inverter Bulb) – Commission@ To be decided.

ANNEXURE III**TERMS & CONDITIONS**

1. TERMS of SCOPE:

The Demand Aggregator must compulsorily adhere to the following terms & conditions throughout the tenure of empanelment as Demand Aggregator.

- A. The progress made by DA shall be monitored every month by **CGM–Head Sales | DGM–PR & sales EESL**.
- B. The DA must submit the contact details of all clients in the format prescribed by EESL, incorporating the list of activities undertaken and progress made thereof...
- C. The DA shall submit demand inventory and relevant details collected from the Client as per the template shared by EESL.
- D. The Demand Aggregator shall keep EESL TEAM in loop for all correspondence with the Client, as proof of meeting with the client and follow-ups being made for finalization of Purchase Order/Agreement etc. failing to do so will imply will be enough ground to terminate the respective empanelment on immediate basis.
- E. The DA will coordinate in supply and implementation of products/services and realization of Payment from Clients.
- F. The DA will be responsible for Pre and Post Sales Communication with Client.

NOTE:

- I. UJALA, SEAC's, RAISE, IE MOTORS, SLNP and INDUCTION COOK STOVE will be delivered by respective manufacturer | vendor as per LOA issued by EESL.
- II. SPOCS for all offered products & series will be respective Program Heads with team under purview of CGM – Head [Sales]

2. TERMS OF PAYMENT

- A. **#_ No Advance Payment shall be made** and all the payments shall be subject to the following general conditions:
 - a. Signing of Contract Agreement between EESL and the Clients / Submission of Purchase Order to EESL.
 - b. Submission of Demand Draft by the Demand Aggregator to EESL as per the CPG Clause.
 - c. The DA shall be entitled to get the approved success fee as per **Annexure II** only.
 - d. The DA will get success fee **on and is subject to realization of final payment** in account of EESL. **[WITHIN 30 DAYS]**
 - i. Success fee shall be paid to the DA for the supplied items mentioned in POs issued at the end of each month and invoice presented by the DA in the prescribed format issued by EESL.
 - e. Following Documents shall be submitted at the time of raising the invoices:
 - i. Original Invoice Copy

- ii. Evidence for No. of Units Agreed to Purchase / Installed, like – Customer Agreement | PO | Mail Confirmation.
 - iii. Transaction Details of Payment made by Client to EESL
 - iv. Copy of Empanelment Letter issued by EESL to DA.
- f. However, as per business need(s) and scenario, if required, the success fee may be revaluated and is subjected to review and approval of Competent Authority i.e., **Chief General Manager – Sales / Deputy General Manager – PR & Sales.**

NOTE:

If the Invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LoA | LoE, the payment due date shall start from the date of submission of all necessary documents, provided all relevant terms and conditions of LoA/LoE have been fulfilled.

3. APPLICABLE TAXES, DUTIES and LEVIES

- #_The Success Fee is excluding the GST cost.
- #_Agency should mandatorily register himself under GST act of the particular state.
- #_Any other Charges | Cost | TA | DA is also included in the mentioned contract price.

A. Taxes are subject to Govt. Levies.

B. In-case of failure to achieve completion as per contract delivery schedule of supply, EESL will not be liable to compensate for any increase in taxes and duties due to changes in rate or introduction of new tax or interpretation / application of tax etc. Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation / application of taxes etc. in the event of late delivery after the contract delivery period.

3.1.1 OTHER TERMS & CONDITIONS

- A. In case the demand is aggregated at SME Cluster/State Level Agencies by DA | industrial association/state then the unique propositions may be considered for bulk procurements.
- B. The Program Oriented details like Features are attached as **Annexure IV.**

NOTE: This empanelment process is Only for EESL's Offered Programs mentioned in agreement and shall not be applicable for any other projects / programs of EESL.

4. Empanelment Criteria

The Agency who gives consent, to undertake the work, as per the given formats in Annexures of –

- A. Scope of Work
- B. Success Fee
- C. Terms & Conditions mentioned in this document, shall be empaneled and is/are subject to fulfilling the all-qualification requirements. This consent shall be submitted on Agency's Letter Head in desired format failing which agency shall not be considered for empanelment.

5. Qualifying Criteria:

GENERAL REQUIREMENTS AND CONDITIONS FOR ENROLLMENT/EMPANELMENT

| Sr. | Qualifying Requirement | Document to be Submitted |
|-----|---|---|
| 1 | <p>The Agency should be –</p> <p>(a) A firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013, and further amendment (s)</p> <p style="text-align: center;">OR</p> <p>(b) A registered partnership firm (registered under section 59 of the Partnership Act, 1932)</p> <p style="text-align: center;">OR</p> <p>(c) A limited liability partnership (under the Limited Liability Partnership Act, 2002)</p> <p style="text-align: center;">OR</p> <p>(d) A Society registered under Societies Registration Act, 1860</p> <p style="text-align: center;">OR</p> <p>(e) A Proprietorship firms</p> | <p>(a) Photocopy of Certificate of Incorporation issued by the Registrar of Companies</p> <p style="text-align: center;">Along with</p> <p>Memorandum of Association, Article of Association needs to be attached along with the application. The bidder should also highlight the relevant provision/ article number which highlights the objects relating to the business fields of this empanelment.</p> <p style="text-align: center;">OR</p> <p>(b) A Registered partnership Deed.</p> <p style="text-align: center;">OR</p> <p>(c) LLP Registration Certificate issued by competent Govt. Authority</p> <p style="text-align: center;">OR</p> <p>(d) Society Registration Certificate issued by Competent Govt. Authority along with Memorandum of Association highlighting relevant provision/ article number which highlights the objects relating to the business fields of this empanelment.</p> <p style="text-align: center;">OR</p> <p>(e) Self-Declaration of being a proprietor in your own format.</p> |
| 2 | A DA should have valid PAN and GST Registration | Copy of PAN and GST Registration Certificate |
| 3 | (a) ESCO (Energy Audit etc.) | (a) Certificate of ESCO Registration with Bureau of Energy Efficiency (BEE) |

5.1 OTHER REQUISITE DOCUMENTS [For Opening Vendor Code]

A vendor code will be open of Successful enrolled/empaneled parties for transactional purpose. The following requisite documents are required to submit along with documents required as per clause 5 of Qualifying Criteria

1. AADHAR NO
2. Cancelled Cheque
3. EFT Form [Enclosed in Annexure 1b]

6. PERIOD OF EMPANELMENT

The Empanelment of the Agencies under this empanelment will be **valid for 02 years** from the date of award of empanelment letter by EESL. The empanelment may further be extended on performance review basis to project requirement and is on sole discretion of EESL as per business requirements. In case of such extensions the empaneled agencies maybe asked for submission of audited financial statements of immediate preceding's financial year and any other document as deemed fit by EESL.

Further, assessment of the empaneled agency shall be done on **monthly** basis and in case no order has been confirmed from any client through Demand Aggregator the empanelment shall stand cancelled and EPG shall be forfeited.

7. ADJUDICATOR

Adjudicator under the contract shall be appointed by the Appointing Authority i.e., **CEO [EESL]**. If the DA does not want the Adjudicator Proposed by EESL, it should so state in its agreement consent and make a counter proposal of an adjudicator. If on the day the contract agreement is signed the EESL and contractor have not agreed on the appointment of the adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified.

8. ARBITRATION

Arbitration shall be carried out as per Arbitration Act 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

9. EMPANELMENT SECURITY DEPOSIT IN THE FORM OF DEMAND DRAFT [DD]

A. Demand Draft [DD] would be Rs. 1,00,000 [ONE LAKH ONLY]

- 10.** The Agency shall be deemed to have examined the agreement, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his agreement. The Agency shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works, he has to complete in accordance with the agreement irrespective of any defects, omissions or errors that may be found in the agreement doc.
- 11.** Subsequent to empanelment of the agency in response to this 'enquiry', if it is found that the work is not being performed as per the defined Scope of Work or the same is not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to cancel the contract/empanelment and recover the loss, if any, from the empaneled agency reserving to ourselves the right to forfeit the security deposit, furnished by the empaneled agency against the contract.
- 12.** We reserve the right to accept or reject any agreement in full or in part without assigning any reason thereof.
- 13.** The agency should not have been blacklisted by any Central / State Government or Public Sector Undertakings. If at any stage of empanelment process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, EESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the empanelment & forfeiture of security/EBG/DD.
[Kindly fill and submit the attached self-declaration on Your Company's Letter Head]
- 14. Correspondence:** Post award/empanelment, all correspondence by successful agency shall be addressed to as brought out below:

HEAD - SALES for all issues pertaining to clarifications w.r.t contractual and commercial issues or requiring amendments on the terms and conditions of LoE in general.

15. Compliance with all Statutory Regulations:

A. Compliance of all the statutory requirements as may be required w.r.t the activities to be performed to execute the scope of work under the subject LoE including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful agency including all the expenditure incurred for the same. This includes all the requirements w.r.t the workmen under Sub- contractor(s) also. The successful agency shall submit the documentation to EESL, on monthly basis, as required under the applicable statutory requirements.

B. SAFETY COMPLIANCE:

- a) Successful agency, on whom letter of award/empanelment is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc.
- b) Successful agency(s) to indemnify EESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or successful agency as per settlement shall pay any other person working for him solely. EESL has no role to play in this matter.
- c) EESL will not be responsible in case any accident/ mis-happenings with consultant employee or contract person and for any equipment damage or theft occurs and in no case EESL shall pay for it.

16.EESL RESERVES THE RIGHT TO

- A.** Cancel / withdraw the Empanelment Notice without assigning any reason whatsoever and in such a case, no applicant / intending applicant shall have any claim arising out of such action.
- B.** Delete, modify, rename etc. any of the codes, conditions, procedures etc. given in this Empanelment document.
- C.** Reject any agreement on the basis of unsatisfactory performance of the agency in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the agreement.
- D.** Withhold the issue of Empanelment document and also subsequently the Empanel documents to any Empaneled Agency, and also annul the Empanelment process without assigning any reasons whatsoever.
- E.** Obtain confirmation from the principals, Owner to verify the contents of the supporting documents submitted by the applicant.
- F.** EESL reserves the right to call for additional information and/or check, verify all the information furnished in the agreement.
- G.** EESL also reserves the right to inspect all premises / facilities to confirm the authenticity of information furnished / capabilities mentioned in the agreement.

- H. EESL reserves the right to reject agreements on the basis of furnishing false information/declaration in the agreement.*
- I. EESL's decision shall be final on all matters.*

17. Suspension of Business Dealings

- a) EESL reserves the right to take action against the empaneled agency who fails to perform or indulge in malpractices, by suspending business dealings with them.*
- b) Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' an empaneled Agency.*
- c) An agency may be put on HOLD for a **period of 6 months**, for future Enquiries for specific works on the basis of one or more of the following reasons:*
 - Empanelled agency does not honor his own offer or any of its conditions within the validity period.*
 - Empanelled agency fails to respond against three consecutive enquires of EESL.*
 - After placement of order/award, empanelled agency fails to execute an order.*
 - In case empaneled vendor does not get any business **within six months** after issuance of Empanelled letter than their EBG will be forfeited.*
- d) An empanelled/enrolled agency may be de-listed from the list of empanelled agencies for a **period of 1 year** on the basis of one or more of the following reasons:*
 - Empanelled Agency tampers with empanelment procedure affecting ordering process or commits any misconduct which is contrary to business ethics.*
- e) An empanelled Agency can be banned from doing any business with EESL for a **period of 3 years** on the basis of one or more of the following reasons:*
 - Empanelled/Enrolled Agency is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to EESL's interest*
 - Empanelled/Enrolled Agency is found to be involved in cartel formation.*
 - The Empanelled/ Enrolled Agency has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc. which are contrary to business ethics.*
 - The Empanelled/ Enrolled Agency is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.*
 - The Empanelled/ Enrolled Agency is declared bankrupt, insolvent, has wound up or been dissolved i.e., ceases to exist for all practical purposes.*
 - Empanelled/ Enrolled Agency is found to have obtained Official Company information/ documentation by questionable means.*
 - Communication is received from the administrative Ministry of EESL to ban the Agency from business dealings.*
- f) Contracts already entered with a contractor/empanelled/ enrolled agency before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.*
- g) Once the order for suspension is passed, existing offers/new offers of the contractor/empanelled/enrolled agency shall not be entertained.*
- h) The above guidelines are not exhaustive but enunciate broad principles governing action against contractors/empanelled/enrolled agencies.*

18. Restrictions on procurement from Agency of a country which shares a land border with India

Order No: F. No. 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, mentions that any agency from a country which shares a land border with India will be eligible to agreement in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the agency is registered with the Competent Authority as specified in the order.

"Agency from a country which shares a land border with India" for the purpose of the order means-

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or join venture where any member of the consortium or join venture falls under any of the above.*

The above-mentioned order shall be applicable to this empanelment/enrolled process. The applicant shall carefully go through the above-mentioned order and ensure its eligibility in accordance of the same. Applicant should refer to above mentioned order for clarification over definitions and clauses as applicable.

19. Submission of Reports

The empanelled agency shall submit the report mentioned in the empanelment document or as asked by EIC from time to time in the required format.

TO WHOM IT MAY CONCERN

Dear Sir/ma'am,

We/I, _____ from M/s _____ have read and understood the Terms & Conditions mentioned in empanelment form and support document(s) and hereby confirm and submit that we agree to all terms & conditions mentioned in the document of empanelment with Energy Efficiency Services Limited.

General Terms & Conditions:

All Empanelled Parties will:

1. Submit an undertaking to assure that they have not been black-listed, embroiled in corrupt practices etc. [*format attached*]
2. Cooperate EESL to conduct basic online check of reputation and against risk of empanelling parties who have participated in criminal or fraudulent activities.
3. Sign Non-Disclosure Agreement along with a non-circumvention clause preventing party to do any action which is detriment to the interest of EESL. [*will be signed at the time of award of empanelment letter*]
4. Not publicize this empanelment without written consent of EESL and not to use this empanelment for any purpose other than that mentioned.
5. Submit an undertaking to abide by the Rules prescribed under the Standard Operating Procedure of EESL for handling Channel Partners.

We/I, _____ confirm all information provided is correct and true to my knowledge. Any discrepancy found will lead to forfeiture of EBG and cancellation of the agency empanelment.

Dated this ____ (day) of _____ (month), 2023

Signature & Seal
(Name of Person; Designation)

Place: _____

(To be submitted on Letter Head)

SELF-DECLARATION FOR BLACKLISTING

I, _____ from _____,
hereby certify and confirm that we or any of our promoter(s)/ directors(s) are not blacklisted/ barred/
convicted by any court of law for any criminal or civil offences/ declared ineligible by any other entity of
Government or by any entity of state government/ or Govt. of India or any local Self-Government body or
public undertaking in India for participation in future bids/ tender/empanelment for unsatisfactory
performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from
participating in Project/s.

And that No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention
of Corruption Act is pending in any court of law against the bidder.

We, further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in
case any material misrepresentation is made or discovered at any stage of the Empanelment Process or
thereafter during the contract period and the EBG or performance security as applicable shall stand forfeited
without further intimation.

Dated this ____ (day) of _____ (month), 2023

Signature & Seal
(Name of Person; Designation)

Place: _____

(To be submitted on Letter Head)

**LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF DD/BG FOR ADVANCE PAYMENTS,
PERFORMANCE SECURITIES AND SECURITIES**

FOR DEED OF JOINT UNDERTAKING

SCHEDULED COMMERCIAL BANKS

SBI and Associates

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|----------------------------------|---------|--------------------------|
| 1. | State Bank of India | 5. | State Bank of Patiala |
| 2. | State Bank of Bikaner and Jaipur | 6. | State Bank of Travancore |
| 3. | State Bank of Hyderabad | | |
| 4. | State Bank of Mysore | | |

Nationalised Banks

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|-----------------------|---------|---------------------------|
| 7. | Allahabad Bank | 17. | Oriental Bank of Commerce |
| 8. | Bank of India | 18. | Punjab National Bank |
| 9. | Bank of Maharashtra | 19. | Punjab & Sind Bank |
| 10. | Canara Bank | 20. | Syndicate Bank |
| 11. | Central Bank of India | 21. | Union Bank of India |
| 12. | Corporation Bank | 22. | United Bank of India |
| 13. | Dena Bank | 23. | UCO Bank |
| 14. | Indian Bank | 24. | Bank of Baroda |
| 15. | Vijaya Bank | 25. | Andhra Bank |
| 16. | Indian Overseas Bank | | |

Foreign Banks

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|---|---------|---|
| 26. | DBS Bank Ltd. | 34. | Standard Chartered Bank |
| 27. | Bank of America NA | 35. | Societe Generale |
| 28. | The Bank of Tokyo-Mitsubishi UFJ Limited. | 36. | Barclays Bank |
| 29. | BNP Paribas | 37. | ABN Amro Bank N. V. |
| 30. | Calyon Bank | 38. | Bank of Nova Scotia |
| 31. | Citi Bank N.A. | 39. | Development Bank of Singapore |
| 32. | Deutsche Bank A. G. | 40. | Credit Agricole Corporate and Investment Bank |
| 33. | The Hong Kong and Shanghai Banking Corporation Ltd. | | |

SCHEDULED PRIVATE BANKS

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|---------------------|---------|---------------------|
| 41. | ING Vysya Bank Ltd. | 44. | Axis Bank Ltd. |
| 42. | ICICI Bank Ltd. | 45. | YES Bank |
| 43. | HDFC Bank Ltd. | 46. | Indus Ind Bank Ltd. |

Other Public Sector Banks

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|---------------|---------|---------------|
| 7. | IDBI Ltd. | 48. | IDFC Bank |

EESL Channel Partner Program
(Application Terms and Conditions Agreements)

THIS CONTRACT AGREEMENT is made in

BETWEEN

(1) Energy Efficiency Services Limited, A JV of PSUs of Ministry of Power, Government of India incorporated under the laws of India and having its registered office at 5th & 6th Floor, CORE –III, Scope Complex, Lodhi Road, New Delhi -110003 (hereinafter called “the Employer”),

AND

(2) _____

_____ ,
a company incorporated under the laws of India and having its registered office at _____ (City/State) (hereinafter called “the Contractor”).

NOW IT IS HEREBY AGREED as follows:

The following terms and conditions (“Agreement”) shall apply with respect to participation by the above-named Partner (“Partner”) in the EESL Channel Partner Program (the “Program”). Under the Program, EESL (“EESL”) shall provide marketing, sales, and training support to Partner as specified in and subject to the terms and conditions in this Agreement.

1. Partner Qualification and Right to Market.

- 1.1 Subject to EESL’s acceptance of Partner application and Partner’s compliance with the terms and conditions of this Agreement, Partner shall market EESL’s services and products (collectively, “Products”), or of a third party authorized by EESL (“EESL Authorized Suppliers”) in writing to sell such Products to Partner. For the avoidance of doubt, Partner shall not purchase any Products obtained from any source other than EESL or a EESL Authorized Supplier(s).
- 1.2 Partner shall market the Products only to customers (collectively, “Customers”) reserved by Partner with EESL as Leads (the “Territory”), based on the lead management form, as communicated/shared by EESL to the Partner. Partner shall not engage in, permit or encourage any advertising, marketing, solicitation, sales calls or other activity outside of for whom reservation has not been obtained by EESL to avoid channel conflict. EESL reserves the right, at its sole option and at any time (i) to add, change, modify or discontinue any Product and (ii) to amend or modify Partner’s reservation list of customers. Partner will follow the Lead Management Procedure of EESL. EESL has the exclusive right to change the Lead Management Procedure.
- 1.3 Partner shall sign the NDA with EESL, consequent to this Agreement.
- 1.4 Partner is encouraged to introduce new Channel Partners to EESL and upon doing so support in the success of the new Channel Partner’s sales efforts. New Channel Partners shall not be permitted to sell on behalf of the Partner unless they have been qualified and trained as per EESL’s requirements. For the sake of clarity, EESL shall not be obligated to pay any fee for introduction of new Channel Partner by the Partner, as mentioned herein.

- 1.5 In order to ensure adequate technical and marketing support to Partners, Channel Partnership is subject to Partner's compliance with the requirements described in this Agreement. Associates of the Partner may not represent themselves as Partners without joining the EESL Channel Partner Program by executing this Agreement.
- 1.6 Channel Partner has represented to EESL that it has the required set of knowledge, skills, expertise and infrastructure to sell the Products and Services of EESL and have agreed to enter into this Agreement.
- 1.7 Empanelment of Demand Aggregators for Sales Outreach uploaded on the EESL's website dated 12th of March 2021 is part and parcel of this Agreement.

2. Relationships

- 2.1 Partner is an independent business entity engaged in purchasing and/or deploying Products for its Customers. Partner is not an agent or legal representative of EESL for any purpose and has no authority to act for, bind, or commit on behalf of EESL, except as provided in this Agreement.
- 2.2 Partner shall not represent itself in any way that implies Partner is an employee, agent or branch of EESL. Partner shall immediately change or discontinue any representation or business practice found to be misleading or deceptive by EESL upon notice from EESL.

3. Term, Limitations, Termination.

- 3.1 The term of this Agreement is twenty-four (24) months from the Effective Date. This Agreement shall automatically renew each subsequent year for an additional one-year term unless it is terminated earlier in accordance with this Agreement. Either party may terminate this agreement at any time upon ninety (90) days written notice to the other party, without penalty.
- 3.2 If Partner breaches any provision of this Agreement and such breach is not remedied within thirty (30) days after receipt by the defaulting party of a notice thereof from the other party, EESL reserves the right to immediately terminate this Agreement. Sections 1, 2, 5, 6, 8, and 9 through 12 shall survive the termination of this Agreement. Any right or legal obligation of either party that by its express term or nature would reasonably extend for a period beyond the term of the Agreement, shall also survive the termination of the Agreement. For the avoidance of doubt, Channel Partner shall be liable to ensure that any Leads generated before the notice for termination shall be complied as per the terms of this Agreement, further payment of the Partner shall be processed accordingly.
- 3.3 Upon expiration or notification of non-renewal or termination of this Agreement: (i) any interests in assistance, rebates, or similar benefits to Partner shall automatically lapse, and (ii) all rights and licenses granted to Partner shall terminate upon the effective date of the termination or expiration.
- 3.4 Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party which complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.

4. Partner Program.

- 4.1 The Partner Program consists of one participation level providing access to the available Marketing, Sales and Training resources ("Promotional Materials"). EESL reserves the right, in its sole and absolute discretion, to modify or terminate the Partner Program upon thirty (30) days written notice at any time, without incurring any liability.
- 4.2 Partner shall market the Products and may use Promotional Materials supplied by EESL or a EESL Authorized Supplier to do so only for such purpose, and within any applicable guidelines for such use.

- 4.3 Partner shall maintain sufficient technical knowledge of Energy Efficiency Equipment and Star Labelling within Partner's organization and shall ensure that any employee representing it is adequately trained to do so accurately and/or support end users.
- 4.4 EESL does not represent that it shall continue to manufacture/supply any particular item or deliver the services or even for any specific period. EESL specifically reserves the right to modify any of the specifications or characteristics of its Products, to remove any Product from the market, and/or to cease manufacturing or supporting it. EESL shall use commercially reasonable efforts to provide notification of any such changes. Partner shall remove reference to EESL Product(s) and any EESL Mark(s) from its website, marketing collateral, training, support and other internal and external facing vehicles and venues within sixty (60) days of being notified of the change. Partner shall do the same for any sub-resellers engaged in selling, marketing and supporting EESL Product(s).
- 4.5 EESL reserves the right to discontinue the manufacture or sale of, or otherwise render or treat as obsolete, any or all of the Products (or to modify the design or manufacture of any Product) upon at least sixty (60) days prior written notice to Partner. Partner may, in its discretion, within thirty (30) days of its receipt of such notice, notify EESL in writing of its intention to place a last time buy for any or all such Products. Products purchased as a last time buy shall (discontinuance of product as mentioned herein) not be eligible for return to EESL.
- 4.6 Partner shall have access to EESL Channel Partner Portal for training, sales enablement, and marketing resources. Partner (at its own expense) is expected and encouraged to advertise and promote the sales of Energy Efficiency Products through all appropriate media including trade show exhibits, webinars, direct mailings, educational meetings, sales aids and so forth. EESL must approve, in advance in writing, all original materials that use or incorporate the EESL name or the EESL Marks (as defined below), aside from authorized use of EESL-supplied materials.
- 4.7 Partner shall (i) obtain and maintain all necessary governmental and regulatory approvals and licenses to perform its obligations hereunder, (ii) comply with good business practices and all applicable laws and regulations (iii) bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Products to any location in compliance with all applicable laws and regulations prior to delivery thereof by EESL.
- 4.8 Partner represents and warrants that neither this Agreement nor the performance of or exercise of rights hereunder is restricted by, in conflict with, requires registration or approval, affects EESL's proprietary rights under, or shall require any payment, indemnification or compulsory licensing under, any applicable law or regulation.

5. Limitation of Liability.

- 5.1 Notwithstanding anything else herein or otherwise neither EESL nor any EESL Authorized supplier shall be liable for obligated with respect to the subject matter hereof or under any contract, negligence, strict liability or other legal or equitable theory: (A) for any months in excess in the aggregate of 10% of the income to ESSL in the Twelve (12) months immediately preceding the incident from the partner; (B) for any cost of procurement of substitute goods, technology, services or rights; (C) for any indirect, incidental, consequential, punitive, moral, exemplary or special damages (including, without limitation, lost profits or cost saving) even if partner has been advised of the possibility of such damages; (D) for interruption of use or loss of Business; or (E) for any matter beyond its reasonable control. The foregoing disclaimer shall not apply to the extent prohibited by applicable Law.

6. Use of EESL Trademarks.

- 6.1 Subject to the terms and conditions of this Agreement, EESL hereby grants to Partner, and Partner hereby accepts a revocable, limited, nonexclusive term license to use the designations, trade names, trademarks, and logos related to the Products and designated by EESL (collectively, the "EESL Marks"), only to the extent set forth in Section 6.3. Partner acknowledges the following:

- 6.1.a EESL owns all rights, titles and interests in and to the Marks, including, without limitation. This list is not exclusive and EESL reserves the right to add or delete trademarks or modify these usage guidelines at any time, and EESL shall provide thirty (30) days prior written notice of any such modification or deletion.
- 6.1.b Partner shall acquire no interest in the EESL Marks by virtue of this Agreement, its activities under it, or any relationship with EESL.
- 6.1.c Partner shall abide by EESL requirements for proper use of EESL Marks. For complete details, see the EESL Naming & Branding Guide for Partners document, available on the EESL Channel Partner Portal.
- 6.2 During the term of this Agreement and subject to Partner's compliance with all of the terms and conditions herein, Partner may indicate to the trade and to the public that it is a recognized EESL Registered Partner.
- 6.3 Subject to Partner's compliance with all the terms and conditions herein (including, without limitation those in Section 6.7), Partner may use the EESL Marks, only (a) during the term of this Agreement, (b) solely to promote and solicit sales of the Products and (c) only in strict accordance with applicable EESL guidelines and requirements, including, without limitation, any trademark usage and quality control guidelines promulgated by EESL from time to time. EESL may withdraw the right to use the EESL Marks at any time for any reason or without assigning any reason. Partner shall not adopt or use EESL Marks, or any confusingly similar words or symbols, as part of its company name or in Promotional Materials or allow such marks or names to be used by others.
- 6.4 Partner shall assist EESL in every proper way to evidence, record and perfect EESL's rights in all jurisdictions to the EESL Marks. Partner shall not otherwise use or register (or make any filing with respect to) any trademark, name or other designation (including domain name registrations) relevant to the EESL Marks or the subject matter of this Agreement anywhere in the world, whether during or after the term of this Agreement.
- 6.5 Partner shall not contest anywhere in the world the use by or authorization by EESL of the EESL Marks or any trademark, name or other designation relevant to the subject matter of this Agreement or application or registration therefor, whether during or after the term of this Agreement.
- 6.6 Partner shall comply with all applicable laws, rules and regulations of any competent authority in connection with its use of the EESL Marks and the performance its other obligations under this Agreement.
- 6.7 Partner may not use the EESL logo in any materials that have not been approved by EESL. All such materials shall be submitted to channel_partners@eesl.co.in for approval before use by Partner. Such materials shall be deemed to be approved if EESL does not provide written notice of any objection within fourteen (14) days of receipt. Partner may use the EESL name only when explaining or describing Energy Efficient technology or Products, and only in accordance with the EESL Trademark Usage Guidelines; it may not be used in any way that states or implies that Partner is an official employee or representative of EESL or is authorized to make commitments on behalf of EESL.
- 6.8 Trademark Notice: Each time Partner uses the Marks, the document, advertisement, sign, web site, or other place the marks appear must contain a trademark notice that states that the Marks used are Marks of EESL: "@ 2021 EESL. All rights reserved. EESL@, are trademarks of EESL and may be registered in India and/or other countries." or such other trademark notice as updated from time to time by EESL.

6.9 At the expiration or termination of this Agreement, Partner shall immediately discontinue any use of the EESL Marks or any other combination of words, designs, trademarks or trade names that would indicate that it is or was a Channel Partner.

6.10 The Parties understand and agree that (a) all goodwill associated with any of the EESL Marks shall inure exclusively to the benefit of EESL, (b) Partner shall not take any action, and/or shall cease taking any action, that would reasonably be expected to disparage or diminish the value of the EESL Marks and (c) upon any expiration or termination of this Agreement, no monetary value shall be attributable to any goodwill associated with the use by Partner of the EESL Marks.

7. Sales Terms and Conditions.

7.1 Marketing of products by Partner shall be governed by the general terms and conditions as mentioned in Empanelment Document Annexure II, Annexure III and declaration of acceptance of Terms and Conditions in the Empanelment form or such other Term sheet that EESL may issue from time to time. Partner shall post reserving the lead, qualify the prospect customer with EESL and obtain specific conditions for customer.

7.2 EESL reserves all rights not expressly granted in this Agreement. Without limiting the foregoing, EESL explicitly reserves the non-exclusive right to make, have made, use, sell, offer for sale, perform, display, copy and create derivative works of the Products in all markets and territories.

8. Partner Obligations and Restrictions.

8.1 Partner shall maintain a sales office/co-working space which shall be opened and staffed during normal business hours and shall use its best efforts to promote, sell and support Products in the Territory to a standard comparable to other similar products sold by Partner. Partner shall devote sufficient resources, including support and competent and informed sales staff, to fulfil its obligation under this Agreement. Partner shall, among other things, demonstrate the use and application of the Products and provide post-sale support, in accordance with Section 4.3 hereof. Partner shall make commercially reasonable efforts to include the Product in marketing and promotional programs that Partner designs and manages either through their own marketing teams or through programs its Customers manage. Partner shall not directly or indirectly market, distribute or sell the Products to customers not reserved by the Partner. Notwithstanding to anything contained in this clause, Partner's performance shall be evaluated based in the performance parameter established by EESL under this Agreement.

8.2 Any software that is sold separately or any software or patented technology incorporated into or provided for use in a Product, is not sold, but is licensed solely for the end user's use and strictly in accordance with the associated EESL EULA, documentation and any other applicable use restrictions.

8.3 Partner shall (i) obtain and maintain all necessary governmental and regulatory approvals and licenses to perform its obligations hereunder, (ii) comply with good business practices and all applicable laws and regulations, including without limitation to the extent applicable the law and all applicable export laws, restrictions and regulations and (iii) bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Products to any location in compliance with all applicable laws and regulations prior to delivery thereof by EESL.

8.4 Partner shall make every effort to localize and translate for staffs, sales and marketing teams the sales, marketing and training resources available to them through the EESL Channel Partner Program. Partner shall promote the use of the EESL Channel Partner Portal to its internal sales and marketing teams.

- 8.5 Partner shall not assist or permit any third party to: (i) disassemble, decompile or otherwise reverse engineer any Product or proprietary document, or otherwise attempt to revise the business model, structure, algorithms or ideas underlying any Product or software (except and only to the extent this clause is expressly prohibited by applicable law), (ii) provide, lend, rent, lease or otherwise provide temporary access to a Product, (iii) take any action contrary to this Agreement, (iv) copy, modify or make derivative works of any Products or software, or combine any Product with any other software or product, (v) alter, obscure or remove any trademark, copyright or other proprietary designation or notice from any Product, , (vii) modify, use or distribute the Product, software or any part thereof, except as expressly permitted in this Agreement or (vii) authorize, allow, or assist others (including, without limitation any customer) to do any of the foregoing. Partner further agrees not to sublicense any of its rights under this Agreement.
- 8.6 Partner has no authority to and shall not make any commitment or warranty on behalf of EESL including without limitation warranties with respect to Product characteristics, features, quality, performance, timelines, delivery, quantities, modifications, interfacing capabilities or suitability in specific applications, except as set forth or limited warranty accompanying the Product. Partner shall indemnify EESL from liability for any commitment or warranty made by Partner not specifically authorized by EESL in writing.
- 8.7 Partner represents and warrants that neither this Agreement nor the performance of or exercise of rights hereunder is restricted by, in conflict with, requires registration or approval, affects EESL's proprietary rights under, or shall require any payment, indemnification or compulsory licensing under, any law or regulation within the Territory.

9. Proprietary and Confidential Information.

- 9.1 Each party agrees that all documents, business models, algorithms, designs, know-how, ideas, and all business, technical and financial information it (as the "Receiving Party") obtains from the other party (the "Disclosing Party") are the confidential property of the Disclosing Party and its or suppliers ("Proprietary Information"). For clarity, all Products are deemed to be EESL's Proprietary Information. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in strict confidence and take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person (iii) not to make any use whatsoever at any time of such Proprietary Information except as necessary to perform its obligations or exercise its rights under this Agreement, (iv) not to remove or export from the India or re- export any such Proprietary Information or any direct product thereof, except in compliance with, and with all licenses and approvals required under applicable export laws and regulations, and (v) not to copy or reverse engineer any such Proprietary Information. Any Receiving Party employee given access to any such Proprietary Information must have a legitimate "need to know" and shall be similarly bound in writing. Without granting any right or license, the Disclosing Party agrees that the foregoing clauses (i), (ii), (iii), and (v) shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (i) is or (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) becomes generally known to the public, or (ii) was properly in its possession or known by it without restriction prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it by a third party without restriction or (iv) is independently developed by the Receiving Party without use of or reference to Disclosing Party's Proprietary Information.

9.2 The Receiving Party may make disclosures required by court order provided the Receiving Party uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding, and any information so disclosed shall continue to be treated as Proprietary Information for all other purposes. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. The Receiving Party shall notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

9.3 Except as expressly set forth herein, this Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to EESL. Partner shall not have any right to independently create products and services similar to the Products unless authorized explicitly by EESL.

10. Compliance with Laws

10.1 Partner agrees to comply with all laws and regulations that are applicable to the business that Partner transacts. Partner agrees to indemnify and hold EESL harmless for all liability or damages caused by Partner's breach of this agreement or failure to comply with the terms of any provision hereof.

11. Indemnification

11.1 The parties hereto expressly understand and agree that Partner is an independent contractor in the performance of each and every part of this Agreement. Partner is solely responsible for all of its employees and agents and its labour costs and expenses arising in connection therewith and is responsible for and shall indemnify EESL, and its directors, employees and subsidiaries from any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Partner's activities or those of its employees or agents (including, without limitation, direct and indirect sub-resellers), including without limitation, providing unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of EESL) to its Customers or breaching any term, representation or warranty of this Agreement.

12. Ownership

EESL shall retain title to its intellectual property rights in the Products, including without limitation any current patent applications. Except as expressly provided herein, each party shall own and shall have the exclusive right to exploit all intellectual property rights owned or acquired by such party.

13. Miscellaneous.

13.1 Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Partner (and any attempt to do so shall be void). An assignment by operation of law or a change of control (directly or indirectly) shall be defined as an assignment or transfer under this Agreement. EESL may assign and transfer this Agreement and the licenses granted hereunder without restriction. The provisions hereof are for the benefit of the parties only and not for any other person or entity.

13.2 Any notice, report, approval, authorization, agreement or consent to or requested of EESL required or permitted hereunder shall be in writing addressed to: EESL, Attention: No failure or delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delhi and the India without regard to conflicts of laws provisions thereof, and without regard to the UNICTRAL. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing, and any pre-printed or standard terms of any purchase order, confirmation or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect. That substantially prevailing party in any action to enforce this agreement shall be entitled to recover its attorney's fees and costs in connection with such action. The Product (a) was developed at private expense and includes trade secrets and Confidential Information; (b) is a commercial item consisting of business model and commercial documentation. All rights not expressly granted are expressly reserved by EESL. Partner is responsible for all acts and omissions of its affiliates or any person or entity whom Partner is permitted under this Agreement to allow the use of or access to the Product. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties. Partner agrees not to remove or export or re-export Product, except in compliance with, and with all licenses and approvals required under applicable export laws and regulations.

13.3 Governing Law and Jurisdiction:

Governing Law:

This Agreement shall be governed and construed in accordance with the laws of India and the courts of Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

Dispute Resolution:

Any dispute or differences arising out of or touching this agreement if not resolved amicably within 30 days of raising such dispute or difference shall be referred to the arbitration, of single arbitrator mutually agreed between the parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitral tribunal shall be final and binding on the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English, cost of arbitration shall be borne equally by the Parties and the venue of arbitration shall be Delhi, India.

IN WITNESS WHERE OF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above writ-ten.

| | |
|--|---|
| Signed by for and on behalf of the Employer | (to be signed only by the authorized signatory to whom authorization is given in Power of Attorney) |
| Energy Efficiency Services Limited New Delhi | |
| Name and Signature of Witness-1 | Name and Signature of Witness-2 |
| Signature: | Signature: |
| Name: | Name: |
| Designation: | Designation: |
| Address: | Address: |

CONTRACT AGREEMENT

dated the _____ day of _____, 20__.

BETWEEN

Energy Efficiency Services Limited, New Delhi

["the Employer"] and

["the Contractor"]

NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, by and between Energy Efficiency Services Limited, a company incorporated under the Companies Act 1956 and having its Registered Office at NFL Building, 5th & 6th Floor, core - 111, SCOPE Complex, Lodhi Road, New Delhi — 1 10003 (hereinafter referred as "EESL" and Mr./Ms./M/s X, having his/her/its Office at _____ referred as Receiving Party)

EESL is considering engaging the services of X for the purpose of _____ (PURPOSE).

WHEREAS, in the course of such activities it is also anticipated that EESL will disclose to X its proprietary and/or confidential information for the PURPOSE as set forth above;

NOW THEREFORE, the PARTIES hereto have entered into the following agreement ("AGREEMENT"):

1. For the purpose of this AGREEMENT "CONFIDENTIAL INFORMATION" shall mean any and all information and data, including but not limited to any kind of any product, service, process, invention, improvement or development carried on or used by EESL, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques client list, consumer data, budgets, financials, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning EESL, whether or not labeled as "Confidential Information" and disclosed by EESL (EESL's own information or EESL's clients') in connection with the PURPOSE, irrespective of the medium in which such information or data is embedded. CONFIDENTIAL INFORMATION shall include any copies, abstracts, reports, work products or any derivatives made or derived there from by the Receiving Party as well as any or prototypes or part thereof.
2. All CONFIDENTIAL INFORMATION disclosed pursuant to this AGREEMENT:
 - a. shall be used exclusively for the PURPOSE of this AGREEMENT, and the Receiving PARTY shall be permitted to use CONFIDENTIAL INFORMATION disclosed to it pursuant to this AGREEMENT only for such sole PURPOSE AND FOR NO OTHER PURPOSE, unless otherwise expressly agreed to in writing by EESL;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Receiving Party to anyone except its own employees, who have a reasonable need to know the CONFIDENTIAL INFORMATION and who are bound to confidentiality by their employment agreements or otherwise with the Receiving Party;
 - c. shall be treated by the Receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own information of like importance which is to be kept confidential;

- d. shall remain the property of EESL;
 - e. shall not be disclosed to any other third party by the Receiving Party without the prior written approval from EESL;
 - f. shall not attempt to (1) reverse engineer (e.g., decompile, disassemble, reverse translate) any CONFIDENTIAL INFORMATION provided by or on behalf of EESL, (2) discover the source code of or trade secrets in any such CONFIDENTIAL INFORMATION, or (3) circumvent any technological measure that controls access to such CONFIDENTIAL INFORMATION in any manner whatsoever otherwise than as may be reasonably required for the PURPOSE.
3. The obligations as per PARAGRAPH 2 shall not apply, however, to any CONFIDENTIAL INFORMATION which:
 - a. the Receiving Party can demonstrate, is already in the public domain or becomes available to the public through no breach by the Receiving Party of this AGREEMENT;
 - b. was in the Receiving Party's possession prior to receipt from EESL as proven by its written records;
 - c. is required to be disclosed by law or the rules of any governmental organization.
 4. Nothing contained in the Agreement obligates EESL to disclose any CONFIDENTIAL INFORMATION to the Receiving Party. It is the sole discretion of EESL as to how much and what information will be disclosed by EESL to the Receiving Party.
 5. Receiving Party shall indemnify and hold harmless EESL and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Receiving Party or their Officers, employees, agents or consultants.
 6. Receiving Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to it, EESL shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
 7. The Receiving Party confirms that EESL is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. EESL shall therefore not be liable to the Receiving Party for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any Information by the Receiving Party, even if the Receiving Party has been advised of the possibility of such damages or losses.
 8. It is understood that no license or right of use or any other right in respect of the CONFIDENTIAL INFORMATION is granted or conveyed by this AGREEMENT. The disclosure of CONFIDENTIAL INFORMATION and materials shall not result in any obligation to grant the Receiving Party any such rights therein.

9. Receiving Party agrees that it shall treat CONFIDENTIAL INFORMATION disclosed under this Agreement as strictly confidential in perpetuity. The term of the Agreement shall be... ..from the date of signing the Agreement. Either Party can terminate this Agreement by giving 30 days' written notice to the other Party. However, Receiving Party's confidentiality obligation under this Agreement will survive in perpetuity
10. All CONFIDENTIAL INFORMATION disclosed pursuant to this AGREEMENT shall either be returned to EESL or be destroyed by the Receiving Party after termination of this AGREEMENT or upon request of EESL. In case of destruction, the Receiving Party shall confirm in writing such destruction to EESL.
11. All disputes arising out of or in connection with the present AGREEMENT, including any question regarding its existence, validity or termination, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder. Parties will appoint a sole arbitrator with the mutual concurrence. The seat of arbitration shall be New Delhi. The language to be used in the arbitration proceeding shall be English. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Receiving Party, EESL shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. This AGREEMENT shall be subject to the laws in force in India and courts of New Delhi will have exclusive jurisdiction for any matter under this Agreement.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To EESL:

To X : M/s XXX

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or email.
14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.
15. This Agreement constitutes the entire Agreement between the Parties regarding the Confidential Information and supersedes all prior understandings, oral or written between them in respect of the Confidential Information.
16. Receiving party shall have no right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining prior written consent from EESL.

17. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorized representatives on the dates specified below.

Energy Efficiency Service Limited

XXXX

By: _____

By: _____

Title: _____

Title: _____