



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

Empanelment/Enrollment of Urja Dakshta Mitra (UDM) for Sales Outreach

Notice Inviting Empanelment for Corporate Sales Agencies / Direct Sales Agencies / Dealers, Retailers & Other Demand Aggregators to empanel with Energy Efficiency Services Limited [EESL] as Urja Dakshta Mitra (UDM) for Indian Market

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URJA DAKSHTA MITRA (UDM) EMPANELMENT / ENROLLMENT PROPOSAL

INTRODUCTION

Energy Efficiency Services Limited (EESL) is a Super Energy Service Company (ESCO), which enables consumers, industries and governments to effectively manage their energy needs through energy efficient technologies. EESL is implementing the world's largest energy efficiency portfolio across sectors like lighting, buildings, industry electric mobility, smart metering, agriculture, etc. at an enormous scale. EESL's energy efficiency solutions have saved India over 47 billion kWh energy annually while reducing 36.5 million tons of carbon emission. Founded in 2009, EESL is promoted by Ministry of Power, Government of India as a Joint Venture of four reputed public- sector undertakings NTPC Limited, Power Finance Corporation Limited, REC Limited and POWERGRID Corporation of India Limited. EESL focuses on solution-driven innovation without taking support of any subsidy from the Govt.

EESL has designed an innovative business model that is transparent, scalable, flexible, and can seamlessly embrace different and emerging technologies in a manner that incentivises all stakeholders. The transparency and flexibility of the business model obviates the need for public funds as an enabler, while delivering outcomes in a time-bound manner. The business model has the power to unlock demand in sectors where none has existed before. By deploying this business model, EESL drives large scale initiatives, creating a market for transformative, future-ready solutions. EESL's business model's key pillars are Innovation, Transformation and Transparency.

EESL PROGRAMS –

1. UJALA – Unnat Jyoti by Affordable LEDs for All
2. SEAC – Super-Efficient Air-Conditioner Program
3. SLNP – Street Light National Program
4. NECP – Induction Cook Stove
5. NMRP – National Motor Replacement Programme
6. OTHER – New Programs [Products & Services] under EESL BRAND

Energy Efficiency Services Limited (EESL) is at the forefront of implementing diverse energy efficiency projects across India. To further enhance its trading endeavors, EESL is actively seeking to onboard agencies as 'Urja Dakshta Mitra' (UDM) through an ongoing Empanelment process. As part of this initiative, applications are currently being invited for Empanelment.

The role of these 'Urja Dakshta Mitra' is pivotal as they will be entrusted with the task of aggregating demand from a wide array of potential customers for various projects undertaken by EESL. Upon successfully generating and closing leads, EESL remunerates the empanelled UDMs with a designated success fee.

EESL has recently expanded its product portfolio to introduce a range of innovative energy-efficient solutions. Among these are the cutting-edge five-star rated 6W LED bulb, boasting 900 lumens of brightness. Additionally, we've launched Integrated Battens, BLDC Fans, and Super-Efficient ACs featuring high ISEER values (1.0 TR – 6.2 ISEER, 1.5 TR – 5.8 ISEER). Complementing these offerings are Induction Cookstoves and Inverter LED bulbs. Our vision is to revolutionize the market for energy-efficient products, empowering consumers with sustainable and cost-effective choices.

In line with its commitment to promote local entrepreneurship and promoting rural startups, EESL is particularly keen on encouraging participation from local agencies. This initiative aims not only to socialize energy efficiency interventions but also to explore viable business opportunities within the community.

Empanelment Steps:

Step 1: Registration through link provided on EESL website (<https://forms.office.com/r/NpKXEefgrc>)

Step 2: Submission of requisite documents (in EESL prescribed formats) along with security deposit

Step 3: Evaluation of applications by EESL and approval by the competent authority

Step 4: Letter of Empanelment to the selected agencies

Step 5: Business Outreach by Urja Dakshta Mitra (UDM)

Enclosed:

1. Process Guidelines:

- A. Empanelment Procedure
- B. Scope of Work

Annexure I

2. Sales Outreach Models

Annexure II

3. Terms & Conditions:

Annexure III

A. EMPANELMENT PROCEDURE

- All interested parties are requested to fill registration form for empanelment/enrollment as a demand aggregator via link provided on EESL's official website i.e. www.eeslindia.org.
- After registration, parties should submit all the requisite documents as mentioned in **Annexure -1(a)** as per EESL Prescribed format, which can be downloaded from EESL website, while doing the registration.
- The Program document is available on EESL website and it will be understood that the document is read carefully, thoroughly before submitting the application and requisite documents.
- Documents of the agencies will be evaluated by EESL and empanelment letters will be issued to the selected agencies.

B. SCOPE OF WORK

1. Urja Dakshta Mitra (UDM) shall identify the potential Clients to enhance and tap the potential market for EESL products and services.
2. UDM shall create market for EESL products and services and create a Sales Channel, considering agreement with EESL.
3. UDM shall develop a proper sales tracking system in lieu to EESL's Sales Approach.
4. UDM will work on two models –
 - (i) Success Fee Model – Facilitating EESL in B2B Sales
 - (ii) Outright Purchase Model

LIST OF DOCUMENTS TO BE SUBMITTED

ANNEXURE I (a)

1. GST Certificate
2. PAN Card
3. Demand Draft/NEFT/RTGS of Rupees One Lakh Only (as Security Deposit)
 - Original DD to be submitted
 - In case of NEFT/RTGS; transaction details/UTR No., date of transaction etc. to be submitted on your company's letter head)
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. Two copies of Definitive Agreement (Rs.100/- on Non – Judicial Stamp Paper) Attached Pg.No. – 18 to 29
7. Non-Disclosure Agreement (Rs.100/- on Non – Judicial Stamp Paper) Attached Pg.No. – 30 to 32
8. Land Border Sharing Certificate Attached Pg.No. – 33
9. EFT form (Authorized by Bank) Attached Pg.No. – 34
10. Cancelled Cheque (your company name should be printed on cheque)

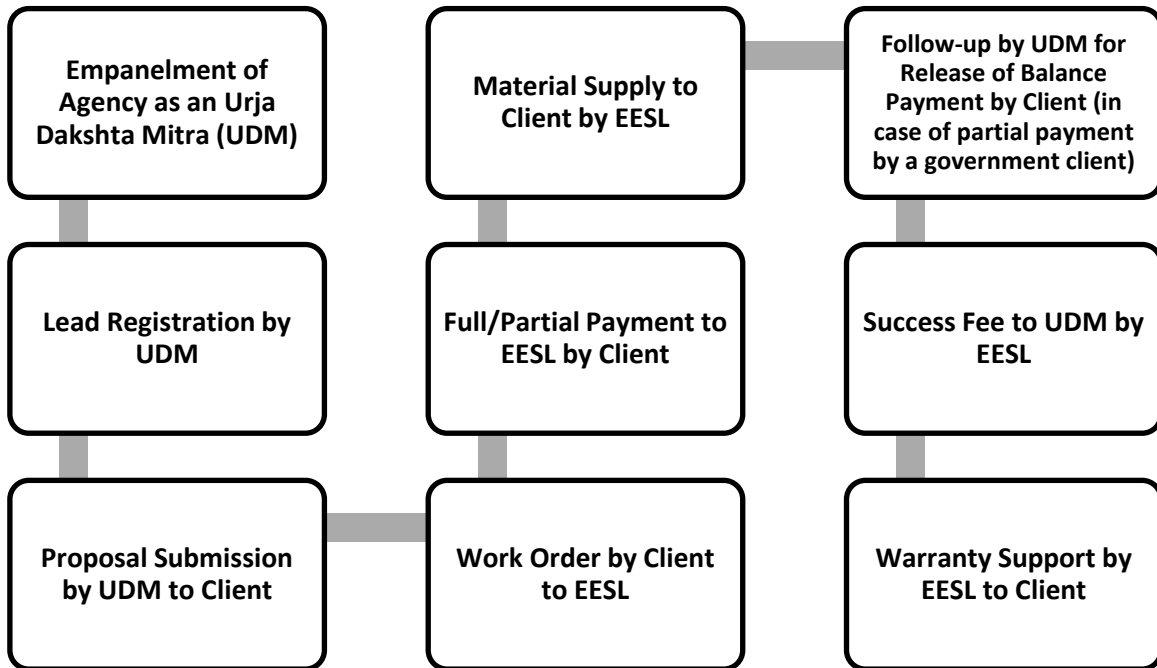
Note: Note: All the above-mentioned Documents need to be submitted via registered post to officer appointed [Mr. Nitin Bhatt, Deputy General Manager (Sales /PR) at below mentioned address. It is important to use prescribed formats attached with this booklet for the respective requisite documents.

**Addressed to: Mr. Nitin Bhatt, Deputy General Manager
(Sales/PR)
Energy Efficiency Services Limited,
1st to 4th Floor, The IKON Tower, FC-24C,
Film City, Sector 16A, Noida, Uttar Pradesh-
201301.**

(i) Success Fee Model

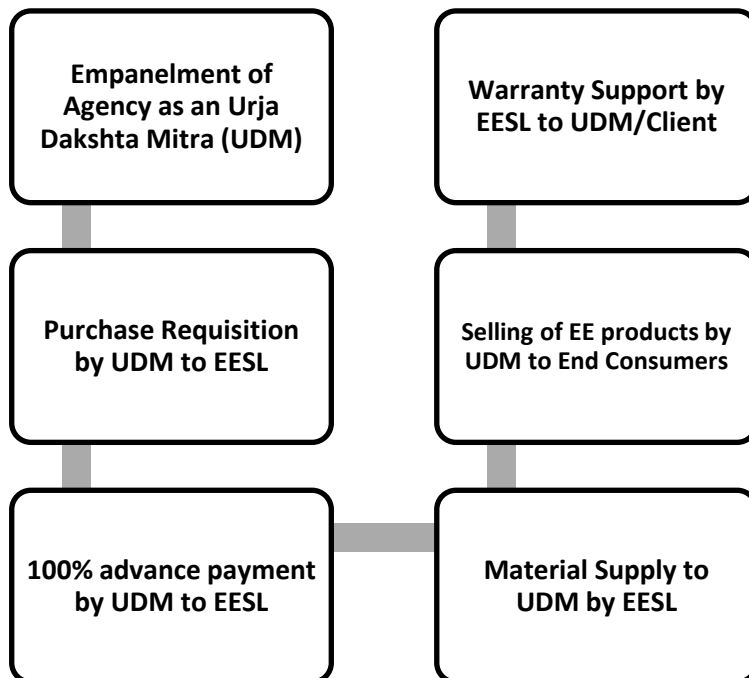
- a. Payment of success fees is contingent upon achievement of a positive outcome of event by UDM. The positive outcome encompasses successful and timely completion of activities by UDM related to sales & marketing of EESL's energy efficient products and/or services, lead generation with confirmation of a purchase order in favor of EESL from End Consumer and/or execution of an Implementation Agreement between EESL & End Consumer, post-award co-ordination between EESL & End Consumer for delivery of product and/or service by EESL to End Consumer leading to receipt of complete 100% payment from End Consumer under various business models adopted by EESL.
- b. In the absence of a positive outcome as mentioned above, there is no obligation (whatsoever) for EESL to remit the success fees to UDM.
- c. Determination of pricing related to EESL's energy efficient products and/or services and success fees are of dynamic in nature, which are subjected to periodic re-assessment by EESL based on the outcome of competitive based tendering process, cost factors, market trends & business scalability. EESL reserves the right to reject or cancel or modify or amend or the terms of such prices and fees as deemed fit, which will be duly communicated to UDM from time to time.
- d. The pricing structure of various EESL's energy efficient products and services and details of various business models (100% advance payment / partial payment) adopted by EESL, along with its associated success fee will be provided by EESL to UDM upon execution of present Agreement.
- e. In case of purchase orders received from End Consumer, who is a Private Institutions, EESL shall deliver energy efficient products and/or services upon receipt of 100% (hundred percent) advance payment.
- f. In case of purchase orders received from End Consumer, who is a Government Institutions, EESL may deliver energy efficient products and/or services upon receipt of minimum 15% (fifteen percent) advance payment.
- g. For avoidance of doubt, it is clarified that UDM is encouraged to extend its efforts in procuring purchase orders having delivery terms against 100% advance payment for receipt of a higher success fee from EESL.
- h.** As per business need(s) and scenario, if required, the success fee may be revaluated, time to time, and is subjected to review and approval of Competent Authority i.e., Chief General Manager – Sales & CCPR.

Process Flow – Success Fee Model



(ii) Outright Purchase Model

Outright purchase of energy efficient products and/or services by UDM from EESL at notified rates for onward resale by UDM to End Consumer through its own invoicing.



TERMS & CONDITIONS

1. TERMS of SCOPE:

The Urja Dakshta Mitra (UDM) must compulsorily adhere to the following terms & conditions throughout the tenure of empanelment.

- i. The performance of the UDM will be monitored by EESL's officers and/or nominated representatives from time to time.
- ii. UDM is required to mandatorily submit details of all its potential Leads in a specified format "Lead Capturing Form" provided by EESL, which shall also include a comprehensive list of sales & promotion activities undertaken by UDM for Lead generation and order confirmation.
- iii. EESL will maintain record of all Leads being made available by UDM, wherein, in the event that the same Lead is being approached by one or more UDMs, the one who had submitted the Lead Capture Form first amongst other UDM specifying the Lead shall be considered as a qualified UDM for order fulfillment.
- iv. UDM will keep EESL's officers and/or nominated representatives at all times in all correspondences being undertaken by UDM with the End Consumer for establishment of records on correspondences / physical / hybrid-based meeting etc. which may lead to confirmation of a purchase order in favor of EESL from End Consumer and/or execution of an Implementation Agreement between EESL & End Consumer. Such practice is essential to verify that the purchase order is generated by the respective UDM. In the absence of such records, the Lead generated by UDM may not be eligible for payment of Success Fee.
- v. The UDM will coordinate in supply and/or implementation of EESL's energy efficiency products and/or services with mandatory realization of complete 100% payment (including payment of taxes, duties, cess octroi etc.) from End Consumer.
- vi. The UDM will be responsible for undertaking all forms of Pre-and Post-Sales communication with End Consumer.
- vii. At any time during the term of the Agreement, UDM shall not make or intent to make any form of false assurance, mis-representations or any mis-leading promises about EESL's energy efficiency products and/or services being offered by EESL to the End Consumer. Any such activity (if proven) will lead into termination of the Agreement, without prejudice to EESL's right to claim compensation or damages due to such activity of the UDM.

NOTE:

SPOCS for all offered products & services will be respective State Heads and team under purview of CGM – Head [Sales] and team.

2. TERMS OF PAYMENT

1. No Advance Payment towards “Success Fees” shall be made by EESL to UDM.
2. Payment of “Success Fees” shall be payable in Indian Rupee (INR).
3. UDM shall raise tax invoice in a format compliant to norms prescribed in GST Act, 2017 (as Amendments thereof) for payment of “Success Fees” only after successful completion of activities by UDM related to sales & marketing of EESL’s energy efficient products and/or services, lead generation with confirmation of a purchase order in favor of EESL from End Consumer and/or execution of an Implementation Agreement between EESL & End Consumer, post-award co-ordination between EESL & End Consumer for delivery of product and/or service by EESL to End Consumer leading to receipt of complete 100% payment from End Consumer under various business models adopted by EESL
4. Payment of Success Fees shall be processed by EESL against Tax Invoice from UDM only upon receipt of the following:
 - a. Duly signed copy of original Tax Invoice.
 - b. Copy of duly attested documents by UDM related to purchase order in favor of EESL from End Consumer and/or execution of an Implementation Agreement between EESL & End Consumer, correspondences (e-mails / meeting records (if any) between UDM and End Consumer.
 - c. Copy of duly attested documents by UDM related to banking transaction (UTR No. / RTGS / NEFT / Cheque / Demand Draft) along with Payment Advice confirming receipt of complete 100% payment being made by End Consumer to EESL.
 - d. Copy of duly attested documents by UDM related to Empanelment Letter issued by EESL in favor of UDM

Note: Payment shall be released by EESL to UDM upon passing of GST-Input Tax Credit (GST-ITC) to EESL within the prescribed timeframe as specified under GST Act, 2017 (as Amendments thereof).

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

- 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.

OTHER TERMS & CONDITIONS

In case the demand is aggregated at SME Cluster/State Level Agencies by UDM | industrial association/state then the unique propositions may be considered for bulk procurements.

4. Empanelment Criteria

The Agency who gives consent, to undertake the work, as per the given details in Annexures (I,II & III) of –

- A. Scope of Work
- B. Sales Models
- 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 style="text-align: center;">OR</p> <p>Energy Saving Company (ESCO)</p>	<p>(a) Copy of Certificate of Incorporation issued by the Registrar of Companies</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> <p style="text-align: center;">OR</p> <p>Certificate of ESCO Registration with Bureau of Energy Efficiency (BEE)</p>
2	A DA should have valid PAN and GST Registration	Copy of PAN and GST Registration Certificate

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 will be valid for 02 years from the date of execution of definitive agreement between UDM and 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 Urja Dakshta Mitra the empanelment shall stand cancelled and security deposit may be forfeited.

7. ADJUDICATOR

Adjudicator under the contract shall be appointed by the Appointing Authority i.e., CEO [EESL]. If the UDM 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 of INR 1,00,000 (Rupees One Lakh Only) IN THE FORM OF DEMAND DRAFT [DD]/NEFT/RTGS

- A. Demand Draft [DD] in favor of Energy Efficiency Services Limited payable at New Delhi
- B. Bank account details are as under for NEFT/RTGS:

Account Name: ENERGY EFFICIENCY SERVICES LIMITED
Bank Name: Bank of Baroda
Account No: 60010400000002
IFSC: BARB0CFSGUR

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/DGM – Sales & PR (EESL) 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 empaneled agency shall submit the report mentioned in the empanelment document or as asked by EIC.

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 Empaneled 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 detrimental 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 Demand Draft 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



**DEFINITIVE AGREEMENT FOR ENGAGEMENT OF CHANNEL PARTNER UNDER
EESL's Urja Dakshata Mitra Programme**

THIS DEFINITIVE AGREEMENT hereinafter referred to as “**Agreement**”) is made on this [] (day) of [] (month) [2024] (year) “**Execution Date**”, By and Between

Energy Efficiency Services Limited, a company incorporated under the provisions of the Companies Act, 1956, as a JV of PSUs of the Ministry of Power, Government of India and having its registered office at 5th & 6th Floor, CORE –III, ScopeComplex, Lodhi Road, New Delhi -110003 (*hereinafter referred to as “EESL”*), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, title, law and jurisdiction, executors, administrators, attorneys and assigns), referred of as the **First Party**.

AND

_____ and having its registered office at _____ (*hereinafter referred to as “Urja Dakshata Mitra”/ “UDM”*), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, title, law and jurisdiction, executors, administrators, attorneys and assigns), referred of as the **Second Party**

“EESL” and “UDM” are collectively referred to as “Parties” and individually as “Party”.

WHEREAS

- a. EESL is a joint venture company of 4 Public Sector Undertakings - NTPC Limited, Powergrid Corporation of India Limited, Power Finance Corporation Limited and Rural Electrification Corporation Limited under the Ministry of Power (Government of India). EESL has been designated by the Government of India as the nodal implementing agency for various energy saving initiatives and having been accorded substantial recognition for its work in this field. EESL promotes utilization of various energy saving products and is in the process of setting up a commercial collaboration with various entities and institutions. Duly, recognising that energy efficiency interventions in buildings and retail provide the best Green House Gas (GHG) reduction benefits per unit of investments. EESL intends to collaborate with various stakeholders in the private retail and B2B market to enable energy efficiency to become a household name by providing business opportunities to the rural and urban entrepreneurs and institutions (including Non-Govt. autonomous Institutions, Voluntary Organizations, Civil Society Organizations, Not for Profit Companies, Charity Organizations, Registered Societies, Trusts, etc.) in propagating adoption of energy efficiency products & services across India through registration as a Channel Partner under “EESL Urja Dakshata Mitra Programme” (the “Programme”).
- b. UDM is a registered legal entity, which is having its operation within the applicable laws of India. UDM has duly submitted its application along with a security deposit of INR 1,00,000/- (rupees one lakhs) to EESL through submission of a valid instrument in form of **Bank Guarantee / Demand Draft/NEFT/RTGS bearing/UTR No. (_____)** drawn on/transferred through (bank name - _____), dated (_____) with an intention to function as an extended outreach part of EESL in order to propagate adoption of energy efficiency products & services under the Programme.
- c. Accordingly, the present Agreement is being duly executed in order to fulfil the agreed terms of the collaboration between the Parties. Under the Programme, EESL shall provide marketing, sales, and training support to UDM as specified in and subject to the terms and conditions laid down in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein the Parties agree as



follows:

1. Definitions

- 1.1** “End Consumer” means an individual, a business entity or an institution that makes an upfront purchase of EESL Energy Efficient Products or Services from UDM.
- 1.2** “Energy Efficient Products or Services” means the products or services, authorized and sold through EESL
- 1.3** “EESL Authorized Suppliers” means any entity which has been authorized by EESL and has been recognized as a Supplier by an explicit agreement.
- 1.4** “Leads” means business opportunities identified by the UDM for the marketing/selling of EESL’s Energy Efficient Products or Services.
- 1.5** “Success Fee” means the fee payable by EESL to the UDM upon successful sale of EESL’s energy efficient products and/or services to the End Consumer upon receipt of complete 100% payment from such End Consumer.

2. Scope of Work

- 2.1** UDM will have below methods for marketing and sales of the Energy Efficient Products under this Agreement:
 - (i) Outright purchase of energy efficient products and/or services by UDM from EESL at notified rates for onward resale by UDM to End Consumer through its own invoicing. In this case the warranty services of the product to the End Consumer will be limited to/from the date of EESL invoices to UDM.
 - (ii) Facilitate sales of EESL’s energy efficient products and/or services to the End Consumer by obtaining a success fee on completion of end-to-end sale transaction with End Consumer. In such case, EESL shall submit a tax invoice directly in favor of End Consumer. The payment of success fees by EESL to UDM shall be made only upon receipt of complete 100% payment from the End Consumer.

3. UDM Qualification and Right to Market

- 3.1** Subject to EESL’s acceptance of UDM’s empanelment application received in compliance with the terms and conditions of this Agreement, UDM shall be allowed to market or sale EESL’s Energy Efficient Products and/or Services, or of a Third Party as authorized by EESL (“EESL Authorized Suppliers”) in writing to undertake marketing or selling of such products and/or services to End Consumer.
- 3.2** For the avoidance of doubt, during the currency of this Agreement, the UDM will not under any circumstances or situation, unless mutually agreed by the Parties as an exception, carry out any form of commercial partnership or trading or undertake any business along with other Institutions/Companies for sales & marketing of any form of energy efficiency product and/or services of similar type, nature, features or range etc. and shall only exclusively deal with sales & marketing of EESL’s range of energy efficient products and/or services. Such restriction shall apply solely to only for the products or services which are notified as Energy Efficient Products & Services by EESL during the term of the present Agreement. The Parties hereby acknowledges that UDM unequivocally agrees that it will not do any acts or omissions which could result in coercion to the terms of the present Agreement.
- 3.3** The UDM acknowledges that this Agreement does not bestow upon the UDM any exclusive right to market and sell EESL products and services and understands that there would be several other UDMs of EESL that shall carry out same/similar works on different business models/categories of sales, including direct sales by UDM. EESL shall provide equal opportunity or commercial treatment to all the UDMs of a particular category under the Programme.

For the avoidance of doubt, UDM shall be subjected to perform all acts & deeds related to sales



promotion, lead generation & its management as per a pre-approved Standard Operating Procedure (“SOP”) circulated by EESL to prevent any form of lead conflicts amongst various other UDMs, which shall be purely based on the principle of “First Come First Serve” basis.

- 3.4** The Parties also agree that as both EESL & UDM are subjected to perform within the terms & conditions of the SOP, EESL shall reserve its right to transfer its own sales leads to one or many UDMs based on the review of parameters related to sales volume, geographical presence, sales growth etc. The Parties hereby acknowledges that the notified SOP shall undergo revisions based on the actual performance of the business engagement between the Parties during the term of the present Agreement.
- 3.5** The UDM shall undertake sales & marketing of EESL’s energy efficient products & services only to those potential customers which are identified and reserved by UDM as “Leads” and duly mentioned in “Lead Management Form” at the time of lead registration with EESL. The Parties agree that UDM shall not in any case engage or permit or encourage any form of advertising, marketing, solicitation, sales calls or undertake any other sales promotion activities for which UDM has not obtained a written permission from EESL.
- 3.6** The Parties hereby agree & acknowledge that EESL reserves the right, at its sole option and at any time (i) to add, change, modify or discontinue any product and/or services and (ii) to amend or modify UDM’s list of Leads during the term of the present Agreement.
- 3.7** The UDM represents, warrants and agrees to undertake adherence to all the directions issued by EESL from time to time towards restriction of sales & marketing of EESL’s energy efficient product and/or services to only such select categories of Leads which are duly mentioned in “Lead Management Form” and allowed by EESL.
- 3.8** The Parties hereby agree to sign a Non-Disclosure Agreement in recognition of the confidential nature and information developed or received during the term of the present Agreement.
- 3.9** The Parties agree that in order to achieve the objectives laid under the Programme, UDM shall be allowed to introduce new entrepreneurs or institutions, who wish to register with EESL as “New UDM entity”. EESL shall not be obligated to pay any form of fees or incentive for the introduction of “New UDM entity” by the UDM, as mentioned herein. For avoidance of doubt, it is clarified that the such “New UDM entity” shall not be permitted to take-up sales & marketing of energy efficient products and/or services on behalf of the UDM unless they have successfully completed EESL’s UDM registration process.

4. Relationships

- 4.1** The registered UDM with EESL is not an agent or a 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.
- 4.2** The registered UDM with EESL shall not represent itself in any way as an employee, agent or branch of EESL. UDM shall immediately change or discontinue any representation or business practice found to be misleading or deceptive by EESL upon notice from EESL.
- 4.3** UDM shall indemnify EESL and its officers, directors, employees and agents against any and all costs, claims, losses, expenses (including without limitation reasonable legal fees) from all liabilities that may arise from any activity outside the purview of this agreement. EESL shall not be held responsible for any act that the UDM may indulge in its personal capacity or on behalf of EESL without consent, outside its scope of work.

5. Project Term, Limitations & Termination

- 5.1** The term period of this Agreement commences from “Execution Date” and shall remain in force for a period of 2 (two) years (“Term Period”).



- 5.2** Term of Agreement can be extended further by the mutual consent of both the Parties.
- 5.3** Without prejudice to any right or remedy, which EESL may have under this Agreement, EESL reserves the right to terminate this Agreement.
- 5.4** Each of the following events of circumstances, to the extent caused by a default of UDM and if it is not cured within a period of 30 (thirty) days (“Cure period”), from the date of notice of default (the “Default Notice”) from EESL, shall be considered for the purpose of this Agreement as events of default of UDM:
- 5.4.1** If UDM is in breach of its obligations under this Agreement and this breach is not cured.
 - 5.4.2** UDM has by an act of commission or omission, created a circumstance that has an adverse effect on EESL, and UDM has failed to compensate the EESL.
 - 5.4.3** If UDM’s fails to achieve the committed sales & marketing of EESL’s energy efficient products and/or services, during a period of not less than 6 (six) months.
- 5.5** As a consequence, to termination on account of a default by UDM, leading to a premature termination of this present Agreement, wherein, EESL is entitled to forfeit the UDM’s security deposit.

For avoidance of doubt, it is clarified that if the termination of the Agreement is found to be that UDM is not in breach of the Agreement, in case EESL shall refund the security deposit, if forfeited by EESL.

- 5.6** If UDM breaches any provision of this Agreement and if such breach are not remedied within a period of thirty (30) days after receipt of a default notice from EESL, EESL reserves the right to immediately terminate this Agreement, wherein, 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 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, UDM shall be liable to ensure that any Leads generated before receipt of the default notice, EESL shall process the payment commensurate to the sales & marketing against Leads before receipt of such default notice, provided that lead is successfully converted into sales and 100 % payment credited to EESL account.

- 5.7** Upon expiration or notification of non-renewal or termination of this Agreement: (i) any interests in assistance, rebates, or similar benefits to UDM shall automatically lapse, and (ii) all rights and licenses granted to UDM shall terminate upon the effective date of the termination or expiration.
- 5.8** 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 incidental to the 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.
- 5.9** In the event of the expiry or earlier termination of this Agreement, the UDM shall cease providing the services or carrying out the Activities, and certify compliance with its obligations under this Agreement in relation to confidentiality.
- 5.10** In the event of expiry of the term or earlier termination of this Agreement, for whatever reason, all provisions intended to or capable of surviving termination shall survive and remain in force.

6. UDM Programme

- 6.1** The UDM Programme consists of one participation level providing access to the available Marketing, Sales and Training resources (“Promotional Materials”).



- 6.2** EESL reserves the right, in its sole and absolute discretion, to modify or terminate the UDM Programme, or ask for a change/modifications/additions/deletion in the Agreement with the UDM upon thirty (30) days written notice at any time, without incurring any liability.
- 6.3** UDM shall market the Products and may use of 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.
- 6.4** UDM shall gain and maintain sufficient technical knowledge of Energy Efficiency Equipment and Star Labelling within UDM's organization and shall ensure that any employee representing it is adequately trained to do so accurately and/or support end users.
- 6.5** EESL shall not be liable to continue supply of any Energy Efficient Products or services for the entire period of this Agreement and reserves the right to withdraw or add any product/service either for a specific period or indefinitely. EESL specifically reserves the right to modify any of the specifications or characteristics of its Energy Efficient Products, to remove any Product from the market, and/or to cease it from the product portfolio or supporting it. EESL shall use commercially reasonable efforts to provide notification of any such changes. UDM shall remove reference to EESL's Energy Efficient Product(s) and/or Service(s) along with any EESL's IP(s) from its website, marketing collateral, training, support and other internal and external facing vehicles and venues within thirty (30) days of being notified of the change. UDM shall do the same for any sub-resellers engaged in selling, marketing and supporting EESL Product(s) and/or Service(s).
- 6.6** EESL reserves the right to discontinue providing the Energy Efficient Product(s) and/or Service(s), or otherwise render or treat as obsolete, any or all of the Energy Efficient Products (or to modify the design or manufacture of any Energy Efficient Products) upon at least sixty (60) days prior written notice to the UDM. The UDM 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 Energy Efficient Products. Energy Efficient Products purchased as a last time buy shall (discontinuance of product as mentioned herein) not be eligible for return to EESL.
- 6.7** The UDM (at its own expense) shall advertise and promote the sales of Energy Efficiency Products and/or Services 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 IP, aside from authorized use of EESL-supplied materials.
- 6.8** UDM 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.
- 6.9** UDM 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.

7. Intellectual Property Rights, Ownership and Title

- 7.1** EESL retains all right, title, and interest in its trademarks, copyrights, patents, designs, domain names, and any other intellectual and proprietary rights (*collectively referred to as "EESL's IP"*), including registrations, applications, renewals, and extensions of such rights.
- 7.2** Subject to the terms and conditions of this Agreement, EESL hereby grants to UDM, and UDM hereby accepts a revocable, limited, nonexclusive term license to use EESL's IP with respect to the Energy Efficient Products and/or Services, only to the extent set forth by EESL.



7.3 UDM acknowledges the following:

- 7.3.1** EESL owns all rights, titles and interests in and to the EESL IP 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.
- 7.3.2** UDM shall acquire no interest in EESL's IP by virtue of this Agreement, its activities under it, or any relationship with EESL.
- 7.3.3** UDM shall abide by EESL requirements for proper use of EESL's IP.

7.4 During the term of this Agreement and subject to UDM's compliance with all of the terms and conditions herein, UDM may indicate to the trade and to the public that it is a EESL recognized and EESL registered UDM entity.

7.5 Subject to UDM's compliance with all the terms and conditions herein, UDM may use EESL's IP, only (a) during the term of this Agreement, (b) solely to promote and solicit sales of the Energy Efficient Products and/or Services 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 IP at any time for any reason or without assigning any reason. UDM shall not adopt or use EESL's IP, 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.

7.6 UDM shall assist EESL in every proper way to evidence, record and perfect EESL's rights in all jurisdictions for EESL's IP. UDM shall not otherwise use or register (or make any filing with respect to) any trademark, copyright, design or other IP (including domain name registrations) which are identical or similar to the EESL's IP or the subject matter of this Agreement anywhere in the world, during or after the term of this Agreement.

7.7 UDM shall not contest anywhere in the world the use by or authorization by EESL of EESL's IP, including or any trademark, copyright, patents, design or other EESL's IP relevant to the subject matter of this Agreement or application or registration therefor, whether during or after the term of this Agreement.

7.8 UDM shall comply with all applicable laws, rules and regulations of any competent authority in connection with its use of EESL's IP and the performance its other obligations under this Agreement.

7.9 UDM may not use the EESL's trademark in any materials that have not been approved by EESL.

All such materials shall be submitted to the e-mail ID <<services@eesl.co.in>> for EESL's approval before use by UDM. Such materials shall be deemed to be approved, if EESL does not provide written notice of any objection within fourteen (14) days of receipt. UDM may use the EESL name only while explaining or describing Energy Efficient Products and/or Services, and only in accordance with the EESL Trademark Usage Guidelines; it may not be used in any way that states or implies that UDM is an official employee or representative of EESL or is authorized to make commitments on behalf of EESL.

7.10 Trademark Notice: Each time UDM uses the trade mark EESL, the document, advertisement, sign, web site, or other place the marks appear must contain a trademark notice that states that the trade mark EESL belongs to EESL: "@ 2021 EESL. All rights reserved. EESL@, are trademarks of EESL and may be registered in India and/or other countries and exclusively belong to EESL." or such other trademark notice as updated from time to time by EESL.

7.11 At the expiration or termination of this Agreement, UDM shall immediately discontinue any use of EESL's IP or any other combination of words, designs, trademarks, trade names, copyrights, patents and/or design that would indicate that it is or was a UDM.

7.12 The Parties understand and agree that (a) all goodwill associated with any of EESL's IP shall insure exclusively to



the benefit of EESL, (b) UDM shall not take any action, and/or shall cease taking any action, that would reasonably be expected to disparage or diminish the value of EESL's IP and (c) upon any expiration or termination of this Agreement, no monetary value shall be attributable to any goodwill associated with the use by UDM of EESL's IP.

8. Sales Terms and Conditions.

- 8.1** Pursuant to the terms and condition of this Agreement, UDM is authorized to aggregate the demand for all EESL products and services, unless restricted by EESL in writing and UDM agree unequivocally and irrevocable, the restriction as mentioned herein is based on EESL's sole discretion and UDM shall have no right of objection for placing such restriction by EESL. Further, UDM agrees that the restriction put forth by EESL herein, is for the overall benefit and sound management of the Programme herein and not to adopt any discrimination activity against the UDM.
- 8.2** The pricing structure for EESL's Energy Efficient Products and/or Services, along with the associated success fee, will be communicated separately upon the successful empanelment and signing of this Agreement. Further, UDM irrevocably agrees pricing structure communicated by EESL in pursuant to this Agreement and their periodic revisions based on the market conditions, without demur, whatsoever.
- 8.3** EESL shall communicate distinct success fees for various business models adopted by EESL, based on EESL's sole discretion, interests and market conditions.

For the avoidance of doubt, pricing structure and success fee mechanism(s) shall be based on commercial prudence and costing factor; and is not a device to take any undue advantage of the UDM.

- 8.4** EESL's products and/or services prices and success fees are dynamic and subjected to periodic determination by EESL management based on the latest discovered prices, costing factors, marketing activities, business scalability plans and market trends etc. Any such alterations will be duly communicated by EESL to UDM as and when necessary, through notification of a written order by EESL.
- 8.5** No form of advance payment against success fees shall be made to the UDM by EESL and any such demand or request by the UDM shall not be entertained or accepted by EESL. For avoidance of doubt, it is clarified that any such demand or request from UDM may lead to de-empanelment and termination of the present Agreement.
- 8.6** 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.

9. UDM Obligations and Restrictions.

- 9.1** UDM 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 Energy Efficient Products and/or Services in India to a standard comparable to other similar products sold by UDM. UDM shall devote sufficient resources, including support and competent and informed sales staff, to fulfil its obligation under this Agreement. UDM shall, among other things, demonstrate the use and application of the Energy Efficient Products and/or Services and provide post-sale support, as and when required.
- 9.2** UDM shall make commercially reasonable efforts to include the Energy Efficient Products and/or Services in marketing and promotional of Programmes that UDM intends to design and manage either through their own marketing teams or through its other sales channels.
- 9.3** UDM shall not directly or indirectly market, distribute or sell the Products and/or Services to Leads not reserved by the UDM. Notwithstanding anything contained in this clause, UDM's performance shall be evaluated based on the performance parameter established by EESL under this Agreement.



- 9.4** Any software that is sold separately or any software or patented technology incorporated into or provided for use in a Product and/or Service, is not sold, but is licensed solely for the Lead's use and strictly in accordance with the associated EESL SOP, documentation and any other applicable use restrictions.
- 9.5** UDM shall at all times during the term of the present Agreement, (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 and Services to any location in compliance with all applicable laws and regulations prior to delivery thereof by EESL.
- 9.6** UDM shall make every effort to localize and translate for its staffs for undertaking sales and marketing of EESL's energy efficient products and/or services based on training resources made available by EESL to UDM under the present Agreement.
- 9.7** UDM shall not assist or permit any third party to: (i) disassemble, decompile or otherwise take-up reverse engineering of 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, (vi) 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. UDM further agrees not to sublicense any of its rights under this Agreement.
- 9.8** UDM 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. UDM shall indemnify EESL from liability for any commitment or warranty made by UDM not specifically authorized by EESL in writing.
- 9.9** UDM 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 in India.

10. Books of Account

- 10.1** Proper books or records of account shall be kept by the UDM and entries made of all such matters and transactions related to accounting of cost and material associated with sales & marketing of EESL's energy efficient products and/or services.
- 10.2** EESL may (by duly authorised representative) at any reasonable time within normal business hours inspect the books of account of the UDM and examine the details or prospects of the business.
- 10.3** The UDM shall prepare the accounts for submission to EESL within 3 months of the end of the financial year or other Accounting Period to which the accounts relate.
- 10.4** The accounts shall be signed by a duly authorised representative on behalf of both EESL and UDM when so signed shall be binding on all.

11. Proprietary and Confidential Information.

- 11.1** 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. 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.

- 11.2** 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. The UDM shall not have any right to independently create products and services similar to the Products unless authorized explicitly by EESL.

12. Compliance with Laws

The UDM agrees to comply with all laws and regulations of India, that are applicable to the business that the UDM transacts including anti-bribery and anti-corruption laws. The UDM agrees to indemnify and hold EESL harmless for all liability or damages caused by UDM’s breach of this agreement or failure to comply with the terms of any provision hereof.

13. Indemnification

The Parties hereto expressly understand and agree that UDM is an independent contractor in the performance of each and every part of this Agreement. UDM 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 UDM’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, or for violating any law of the land in pursuance of this Agreement.



14. 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.

15. Force Majeure

15.1 Except for the obligation to pay money properly due and owing either Party shall be excused from any delay or failure in performance under this Agreement caused by reason of force majeure.

15.2 For the purposes of this clause “force majeure” means the occurrence of an event or contingency beyond the reasonable control of the relevant Party including but not limited to failure of performance by the other Party due to acts of God earthquake, power failure, labour disputes, riots, legal consents and governmental requirements.

15.3 The Party whose performance is affected by the occurrence of the force majeure event shall give notice of such inability to perform to the other Party with details of the event and likely duration.

15.4 The Party whose performance is affected by the occurrence of the force majeure event undertakes during such period of suspension of its obligations to:

- keep the other fully informed of any developments;
- take such action as may be necessary to prevent, limit or mitigate any damage or loss which might arise or be incurred as a result of or in connection with such suspension;
- to use its best endeavours to avoid, limit, mitigate or remove the effect of such force majeure event.

15.5 If a Party is excused performance of substantially all of its obligations under this Agreement for a continuous period of six months, then the other Party may at any time after such period terminate this Agreement.

16. Notices

16.1 Any notice given in connection with this agreement must be in writing and may be served by hand or by leaving it at or sending it by registered recorded delivery or courier or email to the Party at the addresses set out at the beginning of this Deed (or to such other address as the recipient may notify to the other Parties for the purpose of the service of notices).

16.2 Such notice will be effectively served:

16.2.1 On the day of receipt, where any hand delivered letter or fax message or email is received on any Business Day before or during normal working hours;

16.2.2 On the following Business Day where any hand delivered letter or fax message or email is received either on any Business Day after normal working hours or on any day which is not a Business Day; or

16.2.3 On the second Business Day following the day of posting of any registered recorded delivery or certified letter sent postage prepaid.

17. Miscellaneous

17.1 Neither this Agreement nor the licenses granted hereunder are assignable or transferable by UDM (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.

17.2 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. UDM is responsible for all acts and omissions of its affiliates or any person or entity whom UDM 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 UDMship, or a joint venture between the Parties. UDM 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.

17.3 Variation: Amendments to this Agreement (including any schedules added to this Agreement after the date of this Agreement) shall not be effective unless in writing and signed by authorised signatories on behalf of both Parties.

17.4 Waiver: Neither Party shall have been deemed to have waived any right under this Agreement by reason of or failure or delay in exercising a right.

17.5 Entire Agreement: This Agreement contains the whole Agreement between the Parties relating to its subject matter and supersedes all previous written or oral agreements relating to it.

17.6 Assignment: The UDM shall not be entitled to assign or transfer any right or obligation under this Agreement without the prior written consent of EESL.

17.7 Headings: The headings to the clauses in this Agreement are for ease of reference only and shall not affect their interpretation.

17.8 Severance: If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall seek to amend such provision in such reasonable manner as achieves the intention of the parties without illegality.

17.9 Further Assurance: At any time after the date of this agreement each of the Parties shall execute or procure the execution of such documents and do or procure the doing of such acts and things required for the purpose of giving the full benefit of all the provisions of this agreement.

17.10 Counterparts: This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any Party may enter into this Agreement by signing any such counterpart.

Third Party Rights: No person who is not a party to this Agreement shall have any rights to enforce its provisions.

18. Governing Law and Jurisdiction

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.

19. 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 (however, the successful claimant shall be entitled to costs as per provisions of Arbitration & Conciliation Act, 1996 and the venue of arbitration shall be New Delhi, India.

IN WITNESS WHEREOF and intending to be legally bound, the Parties hereto subscribe their names to this Agreement by their duly authorized officers on the date first above written.

Signed by for and on behalf of EESL	UDM (to be signed only by the authorized signatory to whom authorization is given in Power of Attorney)
	<Seal and Sign>
Name:	Name:
Designation:	Designation:
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 _____, 2024.

BETWEEN

Energy Efficiency Services Limited, New Delhi

 [“EESL”] and

 [“UDM”]



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: _____

NIT No.:.....

Name of the tender:.....

Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

(In case of a Joint Venture/Consortium bid, the declaration/ certification shall be given by all partners of the Joint Venture)

Bidder's Name and Address:

To:

Name:.....

SCM Department

Address:.....

Energy Efficiency Services Limited
(EESL),

.....

New Delhi

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "DoE Order"] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

We certify that we, the bidder is not from such a country or, if from such a country, has been registered as per provisions of the requisite Order/Circular/Document with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or EESL's policy and procedures.

Date:

Printed Name:

Place:

Designation:

E.F.T.Form
(TO BE RETURNED TO THE COMPANY)

T
o
,
Energy Efficiency Services Limited Ltd.,
New Delhi

Dear Sir,

**REF: AUTHORISATION OF ALL OUR PAYMENTS THROUGH
ELECTRONIC FUND TRANSFER SYSTEM**

We, hereby authorize **Energy Efficiency Services Limited Ltd.**, to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below.

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY*

2. VENDOR CODE

3. ADDRESS*

4. TELEPHONE NO. (WITH STD CODE)

5. BANK PARTICULARS

A) BANK NAME*

B) BANK TELEPHONE NO. (WITH STD CODE)*

C) BRANCH ADDRESS*

D) BANK FAX NO. (WITH STD CODE)

E) BRANCH CODE*

F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)*

G) 11 DIGIT IFSC CODE OF THE BANK BRANCH*

H) BANK ACCOUNT NUMBER*

I) BANK ACCOUNT TYPE (TICK

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

ONE)* IF OTHERS, SPECIFY

6. PERMANENT ACCOUNT NUMBER (PAN)*

7. E-MAIL Address (for intimation regarding release of payments)

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, I/We would not hold the Company responsible.

DATE

*(AUTHORISED SIGNATORY)

*Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no..... with our branch and the Bank particulars mentioned above are correct.

*DATE

(AUTHORISED SIGNATORY)

*Authorization no.:

*Name:

OFFICIAL STAMP

*Mandatory Fields

If Cancel cheque not available, In such case declaration from authorized signatory for the same required. Along with request letter.