



एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों की संयुक्त उद्यम कंपनी
ENERGY EFFICIENCY SERVICES LIMITED
A JV of PSUs under the Ministry of Power

Amendment No.1

Ref: EESL/CDP/2025-26/Services/Amdt-1

Date:23.07.2025

To,

All the prospective Bidder(s)

SUBJECT: Amendment No. 1 to Expression of Interest (EOI) Document for "Registration of Strategic partners for Strategic Partnership (SP) with EESL to facilitate business in Consultancy assignment of Urja Bachat Sewa (UBS)".

References:

1. EESL/CDP/2025-26/Services dated: 08/07/2025

Sir/Madam,

The following Amendment(s) to above mentioned EoI are hereby authorized:

Table - 1: The bid schedule mentioned in the EoI is amended as below:

Description/Query/ Clarification Required	As per EoI Document	Amended/Clarified As
Document Sale Date & Timing i.e. Last Date for downloading of EoI from website	On 23.07.2025 (up to 1200 hours IST).	Extended up to 28.07.2025 (up to 1500 hours IST).
Online Form Submission Time	On 23.07.2025 (up to 1200 hours IST).	Extended up to 28.07.2025 (up to 1500 hours IST).
Technical Bid Opening Date & Time	On 23.07.2025 at (1200 hours IST).	Extended up to 28.07.2025 (up to 1530 hours IST).

However, the prospective bidders are advised to regularly keep visiting and checking the EESL portal website (<https://eeslindia.org>) for any further forthcoming information/ notice(s)/ developments/amendment(s)/ clarification(s) regarding the subject EoI.

Rest all the terms and conditions of the EoI and subsequent amendment remains unchanged.

Thanking You,

for and on behalf of EESL



Sanjiv Lajja
Deputy General Manager (CDP)
(Corporate Driven Programmes)

Enabling More for Environmentally Conscious Indians

कॉर्पोरेट कार्यालय: ईईएसएल, पहली मंजिल, द आईकॉन टावर, एफसी-24 सी, फिल्म सिटी, सेक्टर 16ए, नोएडा - 201301, उत्तर प्रदेश

संपर्क: 0120-6541600

वेबसाइट: www.eeslindia.org

Corporate Office: EESL, 1st Floor, The IKON Tower, FC-24C, Film City, Sector 16A, Noida - 201301, Uttar Pradesh

Contact: 0120-6541600

Website: www.eeslindia.org

CIN: U40200DL2009PLC196789 | GSTIN: 09AACCE4248HIZM



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Expression of Interest (EOI)

For

Registration of Strategic partners for Strategic Partnership (SP) with EESL to facilitate business in Consultancy assignment of Urja Bachat Sewa- उर्जा बचत सेवा (UBS)

EOI No.: EESL/CDP/2025-26/Services

Date of Issue: 08/07/2025

Last Date for Submission of Application: 23/07/2025 at 1200 Hrs

Proprietary & Confidential

No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of EESL except to the extent required for submitting proposal and no more.

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 govt. support

EESL has designed a business model covering innovative EE technologies identified under GEF support program and services covering Energy Audit, GHG Accounting, Safety & Performance Audit, Water Audit, RE as a Service, Cooling as a Service, Lighting as a Service that are transparent, scalable, flexible, and can seamlessly embrace in a manner that incentivizes 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 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. CONSULTANCY – Energy Audits of Government / Private Buildings
7. DEEP – Demonstration of Energy Efficiency Projects for BEE
8. SMNP – Smart Meter National Program

Energy Efficiency Services Limited (EESL) is at the forefront of implementing diverse energy efficiency projects across India. To further enhance its Consultancy endeavors, EESL is actively exploring strategic partners for facilitating business in Consultancy assignment of 'Urja Bachat Sewa' (SP) through a registration process. As part of this initiative, applications are currently being invited for Registration.

The role of the strategic partners is pivotal as they will be entrusted with the task of aggregating demand for Consultancy assignment from a wide array of potential customers for various projects undertaken by EESL. Upon successfully generating and closing leads, EESL remunerates the registered SP with a designated success fee.

EESL has executed energy efficiencies projects of LED Street Lighting project with centralized control system, solar street lighting project, Solar power project (Both ground mounted and rooftop), solar pump, building energy efficient project, energy audit, GHG accounting audit, smart metering project, Agriculture demand side pumps, E-mobility business etc. Our vision is to extend consultancy in these areas and work as PMC Strategic Partner for creating a project pipeline for Consultancy services covering Energy Audit, GHG Accounting, Safety & Performance Audit, Water Audit, RE as a Service, Cooling as a Service, Lighting as a Service, Value added services on Energy

efficiency / Project supervision / Bid processing and Industrial Energy Efficient technologies identified under Demonstration of Energy Efficiency Project (DEEP) and Promotion of Market Transformation in Energy Efficiency under MSME sector (PMTEE).

In line with its In-house expertise in promoting Energy efficiency business, EESL is particularly keen on encouraging participation from CPSUs/ Central Govt. Department/ Universities/ Smart Cities/ Urban local bodies etc. This initiative aims not only to socialize energy efficiency interventions but also to explore viable business opportunities within these communities.

Registration Steps:

Step 1: Registration through link provided on EESL website (<https://forms.office.com/r/ENOPgHZH2E>)

Step 2: Submission of requisite documents (in EESL prescribed formats) in physical form along with requisite Refundable Security Deposit

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

Step 4: Letter of Registration to the selected strategic partners

Step 5: Definitive Agreement with the Registered Strategic Partner.

Step 6: Business Outreach by Strategic Partner as per SOW.

Enclosed:

1. Process Guidelines:

- A. Registration Procedure
- B. Scope of Work (SOW)

Annexure I

2. Outreach Models

Annexure II

3. Terms & Conditions

Annexure III

ANNEXURE I

A. REGISTRATION PROCEDURE

- All interested parties are required to fill registration form for registration via link provided on EESL's official website i.e. www.eeslindia.org.
- After having successfully registered in the above portal, parties should take the printout of the filled in form and submit it along with all the requisite documents 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 strategic partners will be evaluated by EESL, and registration letters will be issued to the selected strategic partners.

B. SCOPE OF WORK

1. Strategic Partner (s) shall identify the potential Clients to enhance and tap the potential market for EESL consultancy services/technologies/projects/products.
2. Strategic Partner (s) shall create a market for EESL consultancy services/technologies/projects/products considering definitive agreement with EESL.
3. Strategic Partner will enable EESL to procure business for EESL as **project management consultant/providing consultancy services** relating to business being undertaken as ESCO, CAPEX, Hybrid Annuity, Lighting/Cooling/Energy Audits/Electric Vehicle Chargers etc. as a service model and/or create project pipeline various under business models i.e. Energy Savings service (ESCO), Capex mode, Hybrid Annuity Mode, Cooling as a Service (CaaS), Lighting as a Service (Laas) etc
4. SP shall visit the site, prepare ground for preliminary discussion, arrange technical meetings, follow up for getting comfort letter, facilitate for contract execution, facilitate for payment realization against the submitted invoice etc.
5. In addition to the above, Strategic Partner (s) shall also support EESL in demand aggregation for Energy Efficient Technologies/Products/Projects and create lead on the same to get final orders on the same.
6. Strategic Partner (s) will work on the Success Fee Model basis. SP will facilitating EESL in B2B / G2G etc. services by obtaining Success Fee on completion of end-to-end sale/service transaction with End Consumer.

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) Pg. No. - 19
5. Self-Declaration for Blacklisting (on your Company Letterhead) Pg. No. - 20
6. Two copies of Definitive Agreement (Rs.100/- on Stamp Paper) Pg. No. - 22 to 35
7. Non-Disclosure Agreement (Rs.100/- on Stamp Paper) Pg. No. - 36 to 38
8. PPP MII and Land Border Sharing Certificate Pg. No. - 39 to 42
9. Compliance Matrix / Checklist for Bidders Pg. No. - 43
10. EFT form (Authorized by Bank) Pg. No. - 44 to 45
11. Cancelled Cheque (your company name should be printed on cheque)

Note: All the above-mentioned documents must be submitted via registered below address. It is important to use the prescribed formats attached with this EOI for submitting requisite documents.

Addressed to: Head (CDP&BD)
Energy Efficiency Services Limited,
Ikon Tower,
3rd Floor, 24-C, Film City, Sector 16A,
Noida - 201301, Uttar Pradesh.

Model for Strategic Partner programme

(i) Success Fee Model

Table A:

S.No	Category	Final Order Value (excl. Taxes, cess & duties) (In INR Crores)	Payment Percentage of Order Value (excl. Taxes, cess & duties)
1	A	0.10 - 10	4%
2	B	More than 10 & upto 25	4.5%
3	C	Above 25	5%

The table above indicates that when Strategic Partner (s) generates business matching the specified amount in the table, the aforesaid percentage shall be paid to the Strategic Partner as a success fee, on a back-to-back basis.

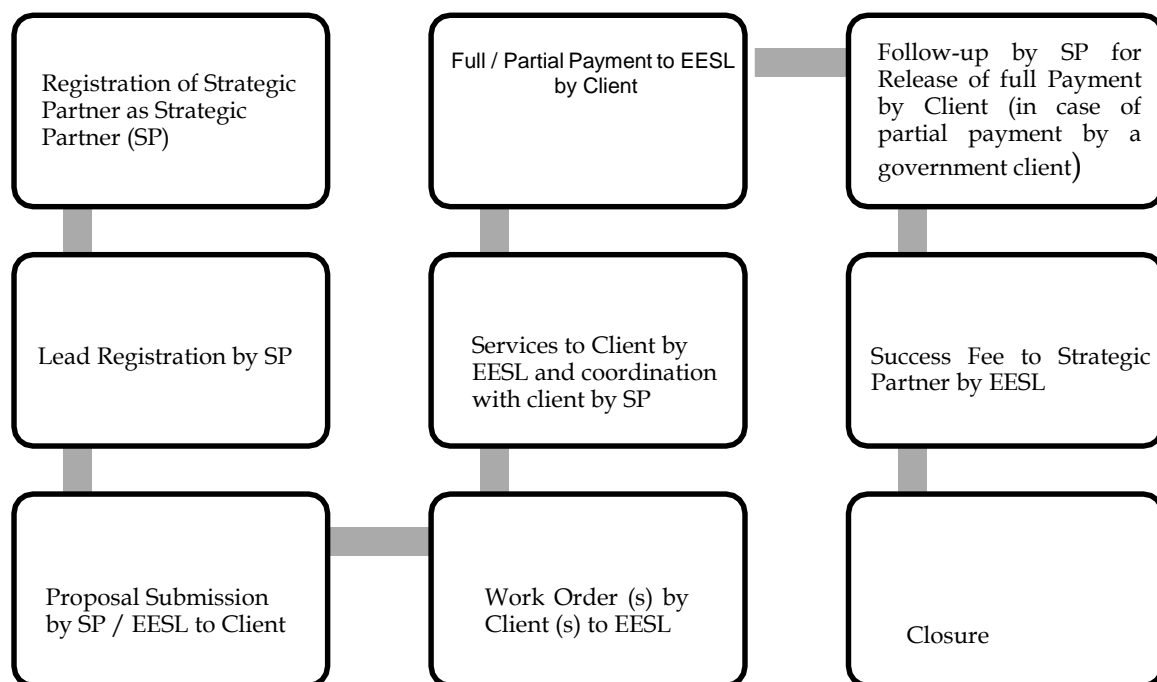
- Payment of success fees is contingent upon achievement of an outcome strictly in favor of event by Strategic Partner. The positive outcome encompasses successful and timely completion of activities by Strategic Partner related to Consultancy assignments to EESL on services as referred above with confirmation of an order in favor of EESL from End Consumer and/or execution of a Service Agreement between EESL & End Consumer, post-award co-ordination between EESL & End Consumer for delivery of service by EESL to End Consumer leading to receipt of complete payment as payment terms with End Consumer under various business models adopted by EESL.
- In the absence of a positive outcome as mentioned above, there is no obligation (whatsoever) for EESL to remit the success fees to Strategic Partner (s).
- Determination of pricing related to EESL's offer of energy efficiency services are dynamic in nature, which are subjected to periodic re-assessment by EESL based on the outcome of analysis / 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 Strategic Partner (s) from time to time.
- The pricing structure of various EESL's offered energy efficiency services/products/projects and details of various business models adopted by EESL, along with its associated success fee will be provided by EESL to Strategic Partner on back-to-back basis, upon execution of Definitive Agreement.
- In case of orders received from End Consumer, which is a Private Institution, EESL shall deliver the requisitioned energy efficient services only upon establishment of a secured payment security mechanism in favor of EESL or receipt of 100% (hundred percent) an advance payment against order value.

- f. In case of orders received from End Consumer, which is a Government Institution, EESL shall deliver the requisitioned energy efficiency services only upon establishment of a secured payment security mechanism in favor of EESL or receipt of payment against a Mobilization Advance as per the terms of the orders.
- g. For avoidance of doubt, it is clarified that Strategic Partner (s) is / are encouraged to extend its efforts in procuring orders within the specified timeline of the terms & conditions agreed in the Definitive Agreement.
- h. If the Strategic Partner arranges for a similar type of assignment* from the same client within three months of completing the original order, any new order issued in the name of EESL by the client during this period shall not be eligible for a success fee.

*Note: A similar type of assignment refers to a work order received from the same client for the same category of project, product, or service.

- i. The bidder(s) must compile all the documents specified in the EoI and submit/upload them as a single PDF file named after their company, such as '*biddercompanyname.pdf*'. The first page of the pdf shall be the compliance matrix / checklist for bidders, the format is enclosed at Attachment-7 on pg. 43. The link is available on EESL official website i.e. www.eeslindia.org. In case bidder(s) do not submit the bid as per desired format / single pdf, then their bid may be rejected.

Process Flow – Success Fee Model



TERMS & CONDITIONS

1. TERMS of SCOPE:

The Strategic Partner must compulsorily adhere to the following terms & conditions throughout the tenure of the contract.

- i. The performance of the Strategic Partner will be monitored by EESL's officers and/or nominated representatives by EESL from time to time.
- ii. Strategic Partner 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 all the activities to be undertaken by Strategic Partner for Lead generation and order confirmation.
- iii. EESL will maintain the record of all Leads being made available by Strategic Partner, wherein, if the same Lead is being approached by one or more Strategic Partner(s), the one who has submitted the Lead Capture Form first amongst other Strategic Partner(s) specifying the Lead shall be considered as a qualified Strategic Partner for order fulfillment.
- iv. Strategic Partner shall keep EESL's officers and/or nominated representatives at all times in all correspondences being undertaken by them with the End Consumer for establishment of records on correspondences / physical / hybrid- based meeting etc. which may lead to confirmation of an 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 order is generated by the respective Strategic Partner.
In the absence of such records, the Lead generated by Strategic Partner may not be eligible for payment of Success Fee.
- v. The Strategic Partner will coordinate with the End Consumer in the timely implementation of EESL's offer of energy efficiency services/products/projects with mandatory realization of complete 100% payment (including payment of taxes, duties, cess octroi etc.) from the End Consumer.
- vi. EESL expects that the Strategic Partner will create a pipeline with the End Consumer having single business lead with a dedicated End Consumer of not be less than Rs. 10- Lakhs.
- vii. The Success Fees for Strategic Partner shall include all forms of expenses incurred towards lead development, TA/DA costs, office expenses, insurance etc.
- viii. At any time during the term of the Definitive Agreement, Strategic Partner shall not make or intend to make any form of false assurance, misrepresentations or any mis-leading promises about EESL's offer of energy efficiency services being offered by EESL to the End Consumer. Any such activity (if proven) will lead into termination of the Definitive Agreement executed between EESL and Strategic Partner, without prejudice to EESL's right to claim compensation or damages due to such activity of the Strategic Partner and other contractual action / measures, as applicable.
- ix. As the payment of Success Fees is subject to receipt of complete 100% payment from End Consumer under various business models adopted by EESL, the Strategic Partner shall ensure obtaining necessary periodic debtor balance confirmation certificates from End Consumers for all payment milestones which are either due or not due as per the terms of the Definitive Agreement executed between EESL and Strategic Partner.

2. TERMS OF PAYMENT

1. No Advance Payment towards “Success Fees” shall be made by EESL to Strategic Partner.
2. Payment of “Success Fees” shall be payable in Indian Rupee (INR).
3. Strategic Partner shall raise tax invoice in a format compliant to the norms prescribed in GST Act, 2017 (as Amendments thereof) for payment of “Success Fees” only after successful completion of activities by Strategic Partner as per scope of work related to EESL’s offered energy efficiency services/projects/products, lead generation with confirmation of an order in favor of EESL from the End Consumer and/or execution of an Implementation Agreement between EESL & End Consumer, post-award co-ordination between EESL & End Consumer for delivery/execution of services/projects/products by EESL to End Consumer leading to receipt of complete 100% payment from End Consumer under various business models adopted by EESL.
4. EESL may pay success fee of 4-5% as mentioned in the table above to the Strategic Partner, after earning its required margins. The payment will be processed to Strategic Partner in phases after receipt of realization of payment from client.
5. Payment of Success Fees shall be processed by EESL against Tax Invoice from Strategic Partner only upon receipt of the following:
 - a. A duly signed copy of the original Tax Invoice.
 - b. Copy of duly attested documents by Strategic Partner 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 Strategic Partner and End Consumer.
 - c. Copy of duly attested documents by Strategic Partner 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 Strategic Partner related to Registration Letter issued by EESL in favor of Strategic Partner

Note: Payment shall be released by EESL to Strategic Partner 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 LoR (Letter of Registration) and Definitive Agreement, the payment due date shall start from the date of submission of all necessary documents, provided all relevant terms and conditions of Letter of Registration (LoR) have been fulfilled.

3. APPLICABLE TAXES, DUTIES and LEVIES

3.1 Taxes are subject to Govt. Levies.

3.2 In-case of delay to achieve completion of milestones as per contract delivery schedule of supply/services either by EESL or the End Consumer, EESL shall 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 the 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.

4. Registration / Registration Criteria

The Strategic Partner who gives consent and commits to undertake the scope of work as sought in this Expression of Interest for registering as Strategic Partner with EESL, shall be required to comply as per the provisions given in Annexures (I, II & III). This shall be submitted on Strategic Partner's Letter Head in desired format failing which Strategic Partner shall not be considered for registration.

5. Eligibility and Qualification Criteria / Requirement:

Table - 1

QUALIFICATION OF THE BIDDER		
<p>Qualification of Strategic Partner(s) will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial QR as demonstrated by the Bidder's responses.</p> <p>Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. Registration is allowed for an individual firm only (i.e., Sole bidder). Consortium/JVs not allowed.</p>		
Sr.	Qualifying Requirement	Document to be Submitted
1	<p>The Strategic Partner should be in existence from the last three years from the date of bid opening -</p> <p>(a) A firm registered/incorporated under the Companies Act, 1956 or Companies Act, 2013, and further amendment (s)</p> <p>OR</p> <p>(b) A registered partnership firm (registered under section 59 of the Partnership Act, 1932)</p> <p>OR</p> <p>(c) A limited liability partnership (under the Limited Liability Partnership Act, 2002)</p> <p>OR</p> <p>(d) A Society registered under Societies Registration Act, 1860</p> <p>OR</p> <p>(e) A Proprietorship firm</p> <p>(JV / Consortium not allowed)</p>	<p>(a) Copy of Certificate of Incorporation issued by the Registrar of Companies</p> <p>OR</p> <p>(b) A Registered Partnership Deed.</p> <p>OR</p> <p>(c) LLP Registration Certificate issued by competent Govt. Authority</p> <p>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 registration.</p> <p>OR</p> <p>(e) Self-Declaration of being a proprietor in your own format.</p>
2	The Strategic Partner should have valid PAN and GST Registration	Copy of PAN and GST Registration Certificate and Certificate of Incorporation (as applicable)
3	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content in respect of Power sector" issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021</p> <p>NOTE: - Only Class-I & Class-II local suppliers as defined in the above tender are eligible to take part in this bidding process.</p>	<p>The Bidder shall give a self-certification in his bid in the enclosed format at relevant Attachment of the EOI document, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class -I or Class-II local supplier' and shall give details of the location(s) at which value addition is made.</p> <p>Further, in case of tenders above Rs. 10 Cr, the 'Class-I or Class-II local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content as per the format at relevant Attachment of the EOI document</p>
4	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> Not from a country which shares a land border with India <p>OR</p>	Strategic Partner to submit a Declaration on Company's Letter Head as per relevant Attachment of the EOI Document.

	<ul style="list-style-type: none"> Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of "Bidder" from a country which shares a land border with India shall be as in paragraph 8 of the above-mentioned order. Further, all the guidelines mentioned in this above order shall be applicable to this Tender. The bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	
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Technical QR:

1.1	<p>Strategic Partner (SP) should have successfully executed / completed 'Similar work' in the last 5 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both private &/or Government Distribution Company) /Government Department/Public Sector Undertaking (PSU)/Urban Local Body (ULB) /any other Govt. Organization/Corporate.</p> <p>"Similar Work" means the SP must have at-least three (03) nos. skilled manpower (with Engineering/ Technical Background) on their company payroll with work experience of 10 years, 5 years and 2 years each in the area of Power Sector / Industry / Construction / Utilities.</p> <p>The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed/ closed. However, the work executed /completed must include "Similar work" as above.</p>	CVs / Resume of Manpower to be furnished along with the registration form.
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Financial QR:

2.1	<p>Strategic Partner(s) should have an Average Annual Turnover (ATO) during the last 3 Financial Years of at least: ₹ 3.00 Lakh</p> <p>Note: It may be noted that the existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO, the audited financial figures as available shall be considered, however, in the case of ATO for less than 3 years the financial figures for available years shall be averaged out for 3 years (i.e., total available Turnover shall be divided by 3) for Financial QR compliance.</p>	<p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by the bidder.</p> <p>ATO means revenue from operations.</p> <p>The annual turnover of any Strategic Partner will include realization out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the Government of India</p>
2.2	<p>The net worth of the Strategic Partner(s) in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p>Additionally, in case of Partnership/ Proprietorship/LLP, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy</p>	Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by bidder.

	shall be applicable for partnership firms also.	
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Table - 2

Sl. No.	Notes to Financial QR
1.	<p>Financial QR: The Strategic Partner shall also furnish documentary evidence/ declaration regarding financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.</p> <p><i>In case of proprietorship / partnership /LLP (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted, if audit is not required.</i></p> <p><i>In case of Proprietor / Partnership/LLP firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.</i></p>
2.	<p>In case of holding company: - The holding subsidiary relationship should be in existence for at least one year as on the date of submission of the bids.</p> <ul style="list-style-type: none"> In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification: Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms & Procedures. A certificate from the CEO/CFO of the holding company, stating that the unaudited consolidated financial statements from part of the Consolidated Annual Report of the Company. In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award. In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid-up share capitals. The supporting documents in support of the above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive. All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief.

5.1 OTHER REQUISITE DOCUMENTS [For Opening Vendor Code]

A vendor code will be opened for Successful enrolled/registered Strategic Partner for making necessary registration in the ERP system adopted by EESL. The following requisite documents are required to submit along with documents required as per clause 5 of EOI –

1. Aadhar No.
2. Cancelled Cheque
3. EFT Form [Enclosed in Annexure 1b]

6. PERIOD OF REGISTRATION

The registration of the strategic partners will be valid for 02 years from the date of execution of Definitive Agreement between Strategic Partner and EESL. The registration may further be extended on a performance review basis to project requirement and is on sole discretion of EESL as per its business requirements. In the case of such extension given by EESL, the Strategic Partner may be required to resubmit audited financial statements of immediate preceding's financial year and any other document as deemed fit by EESL.

Further, assessment of the Strategic Partner shall be undertaken by EESL on half yearly basis, wherein in case of non-receipt of any confirmed order from any End Consumer, the registration shall be cancelled, and security deposit shall be forfeited by EESL.

7. STRATEGIC PARTNER FOR DISPUTE RESOLUTION

- a. Mutual Consultation- In the event of any dispute arising with respect to payments from the End Consumer/EESL, allotment of work orders, SLAs, or related matters, the parties shall engage in mutual consultations at all appropriate levels to ensure proper resolution and reconciliation. If the mutual consultation process fails, then Adjudication process may be initiated for resolution.
- b. Adjudication -The Adjudicator under the contract shall be appointed by the Appointing Authority i.e., Chief Executive Officer [Energy Efficiency Services Ltd]. 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. If the Adjudication process fails, then Arbitration process may be initiated for resolution
- c. ARBITRATION: - Arbitration shall be carried out as per the Arbitration Act 1996 and its subsequent amendment (s). 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 on all matters arising under the contract.

8. FOR REGISTRATION, A REFUNDABLE 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: 600104000000002

IFSC: BARB0CFSGUR

The refundable Security Deposit shall be valid for a period of 02 years and 03 months (claim period) from the date of execution of Definitive Agreement between Strategic Partner and EESL extendable to the ratio of the contract period. The same shall be released after completion of aforesaid period and all contractual obligations.

9. Subsequent to registration of the Strategic Partner 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/registration and recover the loss, if any, from the registered Strategic Partner reserving to ourselves the right to forfeit the security deposit, furnished by the Strategic Partner against the contract.
10. We reserve the right to accept or reject any agreement in full or in part without assigning any reason thereof.
11. The Strategic Partner should not have been blacklisted by any Central / State Government or Public Sector Undertakings. If at any stage of registration 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 Definitive Agreement, as the case may be, without any compensation to the registration & forfeiture of Security Deposit/DD.
[Kindly fill and submit the attached self-declaration on Your Company's Letter Head]
12. Correspondence: Post registration, all correspondence by successful Strategic Partner shall be addressed to as brought out below:

HEAD - BD / CDP for all issues pertaining to clarifications w.r.t commercial issues or requiring amendments on the terms and conditions of Letter of Registration in general.
13. 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 Letter of Registration including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful Strategic Partner 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 Strategic Partner shall submit the documentation to EESL, on a monthly basis, as required under the applicable statutory requirements.
 - B. SAFETY COMPLIANCE:
 - a) Successful Strategic Partner, on whom letter of registration is placed, is to ensure all safety guidelines, rules and regulations, labor laws etc.
 - b) Successful Strategic Partner to indemnify EESL for any accident, injury met by its labor, employee or any other person working for him. 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 they pay for it.
14. EESL RESERVES THE RIGHT TO
 - A. Cancel / withdraw the Registration 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

Registration document.

- C. Reject any agreement on the basis of the unsatisfactory performance of the Strategic Partner 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 Registration document and also subsequently the requisite documents to any Registered Strategic Partner and also annul the Registration 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.

15. Suspension of Business Dealings

- a) EESL reserves the right to take action against the registered Strategic Partner 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' the registered Strategic Partner.
- c) The Strategic Partner 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:
 - Registration Strategic Partner does not honor his own offer or any of its conditions within the validity period.
 - Registration Strategic Partner fails to respond against three consecutive enquiries of EESL.
 - After placement of order/award, Registration Strategic Partner fails to execute an order.
 - In case registered vendor does not get any business within six months after issuance of Registration letter then their Security Deposit will be forfeited.
- d) The registered Strategic Partner may be de-listed from the list of registered strategic partners for a period of 1 year on the basis of one or more of the following reasons:
 - Registered Strategic Partner tampers with registration procedure affecting ordering process or commits any misconduct which is contrary to business ethics.
- e) The registered Strategic Partner 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:

- Registered Strategic Partner is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to EESL's interest
 - Registered Strategic Partner is found to be involved in cartel formation.
 - The Registered Strategic Partner has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc. which are contrary to business ethics.
 - The Registered Strategic Partner is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
 - The Registered Strategic Partner is declared bankrupt, insolvent, has wound up or been dissolved, i.e., ceases to exist for all practical purposes.
 - Registered Strategic Partner is found to have obtained Official Company information/ documentation by questionable means.
 - Communication is received from the Ministries to ban the Strategic Partner from business dealings.
- f) Contracts already entered with a Registered Strategic Partner 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 Registered Strategic Partner shall not be entertained.
- h) The above guidelines are not exhaustive but entail broad principles governing action against Registered Strategic Partner.
16. Restrictions on procurement from Strategic Partner 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 Strategic Partner 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 Strategic Partner is registered with the Competent Authority as specified in the order.

“Strategic Partner 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 joint venture where any member of the consortium or joint venture falls under any of the above.

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

17. Submission of Reports

The Registered Strategic Partner shall submit the report mentioned in the registration document or as requested by EESL.

TO WHOM IT MAY CONCERN

Dear Sir/ma'am,

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

General Terms & Conditions:

All Registered Parties will:

1. Submit an undertaking to assure that they have not been blacklisted, embroiled in corrupt practices etc. [*format attached*]
2. 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 registration letter*]
3. Not publicize this registration without written consent of EESL and not to use this registration for any purpose other than that mentioned.
4. Submit an undertaking to abide by the Rules prescribed under the Standard Operating Procedure of EESL for handling Strategic Partners.

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

Dated this ____ (day) of _____ (month), 2025

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/ registration
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 Registration
Process or thereafter during the contract period and the EBG or security deposit as applicable shall
stand forfeited without further intimation.

Dated this ____ (day) of _____ (month), 2025

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		

Nationalized 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

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 Ground Floor, CORE -III, Scope Complex, 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 having its registered office at_____ (*hereinafter referred to as “**Strategic Partner (SP)**”*), 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**

WHEREAS

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of EESL in order to propagate adoption of energy efficiency products/ services/projects 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, sale / services, and training support to SP 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 SP.
- 1.2 “Energy Efficient Services” means the services covered on consultancy / project pipeline creation on EE technologies identified under DEEP / PMTEE / GEF 6/ GEF5 project, authorized through EESL
- 1.3 “EESL Authorized Service Provider” means any entity which has been authorized by EESL and has been recognized as a Service provider by an explicit agreement.
- 1.4 “Leads” means business opportunities identified by the SP for the marketing/selling of EESL’s Energy Efficient Services.
- 1.5 “Success Fee” means the fee payable by EESL to the SP upon successful sale/execution of EESL’s energy efficient technology services to the End Consumer upon receipt of complete payment as payment terms with End Consumer under various business models adopted by EESL
- 1.6 “Strategic Partner” herein referred as “SP” shall be the facilitator of consultancy services/products/projects.

2. Scope of Work

- 2.1 Strategic Partner will have below method to propagate Energy Efficient Services to End Consumer under this Agreement:
 - (i) Facilitate EESL’s energy efficient services/products/projects 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 fee by EESL to SP shall be made only upon receipt of complete 100% payment from End Consumer.
 - SP shall visit the site, prepare ground for preliminary discussion, arrange technical meetings, follow up for getting comfort letter, facilitate for contract execution, facilitate for payment realization against the submitted invoice etc.

3. SP Qualification and Right to Market

- 3.1 Subject to EESL’s acceptance of SP’s registration application received in compliance with the terms

and conditions of this Agreement.

- 3.2 For the avoidance of doubt, during the currency of this Agreement, the Strategic Partner will not under any circumstances or situation, unless mutually agreed by the Parties as an exception, carry out any form of commercial partnership or undertake any business along with other Institutions/Companies for 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 energy efficiency services of EESL's expertise. The Parties hereby acknowledges that SP unequivocally agrees that it will not do any acts or omissions which could result in coercion to the terms of the Agreement.
- 3.3 The SP acknowledges that this Agreement does not bestow upon the SP any exclusive right to promote EESL's energy efficiency services and understands that there would be several other SPs of EESL that shall carry out same/similar works on different business models/categories. EESL shall provide equal opportunity or commercial treatment to all the SPs of a particular category under the Programme.

For the avoidance of doubt, SP shall be subjected to perform all acts & deeds related to promotion of services, lead generation and its management as per a pre-approved Standard Operating Procedure ("SOP") circulated by EESL to prevent any form of lead conflicts amongst various other SPs, which shall be purely based on the principle of "First Come First Serve" basis.

- 3.4 The Parties also agree that as both EESL and Strategic Partner are subjected to perform within the terms and conditions of the SOP, EESL shall reserve the right to transfer its own leads to one or many SPs based on the review of parameters related to volume, geographical presence, business 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 Parties agree that SP shall not in any case engage or permit or encourage any form of advertising, marketing, solicitation, sales calls or undertake any other promotion activities for which SP has not obtained a written permission from EESL.
- 3.6 The Parties hereby agree and acknowledge that EESL reserves the right, at its sole option and at any time (i) to add, change, modify or discontinue any services and (ii) to amend or modify SP's list of Leads during the term of the Agreement.
- 3.7 The SP represents, warrants and agrees to undertake adherence to all the directions issued by EESL from time to time towards restriction of marketing of EESL's energy efficient 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 Agreement.
- 3.9 The Parties agree that in order to achieve the objectives laid under the Programme, SP shall be allowed to introduce new entrepreneurs or institutions, who wish to register with EESL as "New

SP entity". EESL shall not be obligated to pay any form of fees or incentive for the introduction of "New SP entity" by the SP, as mentioned herein. For avoidance of doubt, it is clarified that such "New SP entity" shall not be permitted to take-up marketing of energy efficient services on behalf of the SP unless they have successfully completed EESL's SP registration process.

4. Relationships

- 4.1 The registered SP 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 SP with EESL shall not represent itself in any way as an employee, agent or branch of EESL. SP shall immediately change or discontinue any representation or business practice found to be misleading or deceptive by EESL upon notice from EESL.
- 4.3 SP 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 SP 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, without cause by giving 30 (thirty) days' notice period. For the sake of clarity, such termination shall be without any liability to EESL, except for legitimate payments/amount payable to the SP, as per the agreed terms and conditions of this Agreement.
- 5.4 Each of the following events of circumstances, to the extent caused by a default of SP 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 SP:
 - 5.4.1 If SP is in breach of its obligations under this Agreement and this breach is not cured.
 - 5.4.2 SP has by an act of commission or omission, created a circumstance that has an adverse effect on EESL, and SP has failed to compensate the EESL.
 - 5.4.3 If SP fails to achieve the committed marketing of EESL's energy efficient services/products/projects, during a period of not less than 6 (six) months.
- 5.5 As a consequence, to termination on account of a default by SP, leading to a premature

termination of this present Agreement, EESL is entitled to forfeit the SP's security deposit.

- 5.6 If SP breaches any provision of this Agreement and if such breach is 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 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, SP shall be liable to ensure that any Leads generated before receipt of the default notice, EESL shall process the payment commensurate to the 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 SP shall automatically lapse, and (ii) all rights and licenses granted to SP 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 SP 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. Strategic Partner (SP) project

- 6.1 This Programme consists of one participation level providing access to the available Marketing, Services and Training resources ("Promotional Materials").
- 6.2 EESL reserves the right, in its sole and absolute discretion, to modify or terminate the SP Programme, or ask for a change/modifications/additions/deletion in the Agreement with the SP upon thirty (30) days written notice at any time, without incurring any liability.
- 6.3 SP shall market the services and may use Promotional Materials supplied by EESL to do so only for such purposes, and within any applicable guidelines for such use.
- 6.4 SP shall gain and maintain sufficient technical knowledge of Energy Efficiency services within SP'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 Energy Efficient services/products/projects 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.

- 6.6 EESL reserves the right to discontinue providing the Energy Efficient Service(s), or otherwise render or treat as obsolete, any or all the Energy Efficient Services upon at least sixty (60) days prior written notice to the SP. SP 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 Services.
- 6.7 SP 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 SP 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 SP, and SP hereby accepts a revocable, limited, nonexclusive term license to use EESL's IP with respect to the Energy Efficient Products/Projects/ Services, only to the extent set forth by EESL.

7.3 SP acknowledges the following:

- 7.3.1 EESL owns all rights, titles and interests in and to 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 SP 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 SP shall abide by EESL requirements for proper use of EESL's IP.

- 7.4 During the term of this Agreement and subject to SP's compliance with all the terms and conditions herein, SP may indicate to the trade and to the public that it is a EESL recognized and EESL registered SP entity.
- 7.5 Subject to SP's compliance with all the terms and conditions herein, SP may use EESL's IP, only (a) during the term of this Agreement, (b) solely to promote Energy Efficient 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. SP 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 SP shall assist EESL in every proper way to evidence, record and perfect EESL's rights in all jurisdictions for EESL's IP. SP 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 SP 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 therefore, whether during or after the term of this Agreement.
- 7.8 SP 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 SP may not use EESL's trademark in any materials that have not been approved by EESL.

All such materials shall be submitted to the e-mail ID <<**head-cdp@eesl.co.in**>> for EESL's approval before use by SP. Such materials shall be deemed to be approved, if EESL does not provide written notice of any objection within fourteen (14) days of receipt. SP 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 SP is an official employee or representative of EESL or is authorized to make commitments on behalf of EESL.

- 7.10 Trademark Notice: Each time SP uses the trademark of 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, SP 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 SP.
- 7.12 The Parties understand and agree that (a) all goodwill associated with any of EESL's IP shall ensure exclusively to the benefit of EESL, (b) SP 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 SP of EESL's IP.

8. Terms and Conditions.

- 8.1 Pursuant to the terms and conditions of this Agreement, SP is authorized to aggregate the demand for all EESL services/projects/products, unless restricted by EESL in writing and SP agree unequivocally and

irrevocably, the restriction as mentioned herein is based on EESL's sole discretion and SP shall have no right of objection for placing such restriction by EESL. Further, SP 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 SP.

- 8.2 The pricing structure for EESL's Energy Efficient Services/Products/Projects, along with the associated success fee, will be communicated separately upon the successful registration and signing of this Agreement. Further, SP 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 SP.
- 8.4 EESL's service prices and success fee 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 SP 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 SP by EESL and any such demand or request by the SP shall not be entertained or accepted by EESL. For avoidance of doubt, it is clarified that any such demand or request from SP may lead to de-registration 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. SP Obligations and Restrictions.

- 9.1 SP shall maintain an office/co-working space which shall be opened and staffed during normal business hours and shall use its best efforts to promote and support Energy Efficient Services in India to a standard comparable to other similar products sold by SP. SP shall devote sufficient resources, including support and competent and informed staff, to fulfil its obligation under this Agreement. SP shall, among other things, demonstrate the use and application of Energy Efficient Services and provide post-work support, as and when required.
- 9.2 SP shall make commercially reasonable efforts to include the Energy Efficient Services/Products/Projects in marketing and promotional of Programs that SP intends to design and manage either through their own marketing teams or through its other channels.
- 9.3 SP shall not directly or indirectly market the EE Services to Leads not reserved by the SP. Notwithstanding anything contained in this clause, SP'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 patent technology incorporated into or provided for use in 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 SP shall at all times during the term of the 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 SP 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 SP under the present Agreement.
- 9.7 SP 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, (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. SP further agrees not to sublicense any of its rights under this Agreement.
- 9.8 SP 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 accounts shall be kept by the SP and entries made of all such matters and transactions related to accounting of cost and material associated with marketing of EESL's energy efficient services.
- 10.2 EESL may (by duly authorized representative) at any reasonable time within normal business hours inspect the books of accounts of the SP and examine the details or prospects of the business.
- 10.3 SP 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 authorized representative on behalf of both EESL and SP when 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 SP 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 SP agrees to comply with all laws and regulations of India, that are applicable to the business that the SP transacts including anti-bribery and anti-corruption laws. The SP agrees to indemnify and hold EESL harmless for all liability or damage caused by SP'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 SP is an independent contractor in the performance of each and every part of this Agreement. SP is solely responsible for all of its employees and agents and its labor 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 SP'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, labor 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 endeavors 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, 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 SP (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 here under 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 law's 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 SP 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. SP is responsible for all acts and omissions of its affiliates or any person or entity whom SP 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 Strategic partnership, or a joint venture between the Parties. SP 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 authorized 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 SP 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 a 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 (seat) 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	Strategic Partner (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 __, 2025.

BETWEEN

Energy Efficiency Services Limited, New Delhi

[“EESL”] and

[“SP”]

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 Energy Efficiency Services Limited, Ikon Tower, 3rd Floor, 24-C, Film City, Sector 16A, Noida – 201301, Uttar Pradesh (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. The 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 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 the 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 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 anyone 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 an 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: _____

Certification by the Bidder as 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)

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:

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order, if applicable *Ito be submitted on the letter head of the issuer.*]

Dear Sir,

We have read and understood the provisions of "Public Procurement (Preference to Make in India) Order, 2017" dated 15/06/2017, its revision dated **16/09/2020** [hereinafter, "PPP-MII Order"] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India,

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 16/11/2021 issued by Ministry of Power [hereinafter, "MoP order"

and any subsequent modifications/ Amendments, if any.

In line with the provisions of the PPP-MII Order **and MoP Order**, M/s. [Enter the name of the Bidder] [hereinafter, "**Class-I Local Supplier**" or "**Class-II Local Supplier**" (**strike off which is not applicable**)] have submitted an Affidavit of self-certification to M/s. Energy Efficiency Services Limited [hereinafter, EESL] regarding Local Content in Goods/Services/Works to be supplied by the "**Class-I Local Supplier**" or "**Class-II Local Supplier**" (**strike off which is not applicable**) for "*Name of Work and SP*", wherein they have agreed to abide by the terms and conditions of the PPP-MII Order and MoP Order,

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company **(in the case of companies)** or a practicing cost accountant or practicing chartered accountant **(in respect of suppliers other than companies)** shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the "**Class-I Local Supplier**" or "**Class-II Local Supplier**" (**strike off which is not applicable**) for "*Name of work to be entered by bidder*"

Accordingly, we, the Statutory Auditor(s) / Cost auditor of the "**Class-I Local Supplier**" or "**Class-II Local Supplier**" (**strike off which is not applicable**) a practicing cost accountant or practicing chartered accountant [*choose as applicable*], certify that the Local Content as defined under the PPP-MII **and MoP Order**, in the Goods/Service/Works to be supplied by the "**Class-I Local Supplier**" or "**Class-II Local Supplier**" (**strike off which is not applicable**) for "*Name of work to be entered by bidder .*" is percentage [*specify the percentage of Local content*].

For and on behalf of,

Date:

<<Statutory Auditor's/ Cost auditor's/ Cost accountant's/ Chartered accountant's attestation>>
Firm Reg No. Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by EESL.

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

..... Name of the Tender.....;

Date:

I _____ S/ o, D/ o, W/o, _____ Resident
of _____ hereby solemnly affirm
and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No: P45021/2/2017 -BE-II dated 15/06/2017, its revision dated **16/09/2020** (hereinafter **PPP-MII order**),

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 16/11/2021 issued by Ministry of Power (hereinafter MoP order) and any subsequent modifications/ Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ EESL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for
.....

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for
....., ispercent (%).

That the goods/services/works supplied by me for.....
....., meet the 'Local Content' requirement as defined in the PPP-MII order **and MoP order for 'Class -I or Class - II local supplier'.**

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at *(Enter the details of the location(s) at which value addition is made).*

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/EESL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for **'Class -I or Class -II local supplier'**
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/ to provide services/ in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No.>

Compliance Matrix/ CHECK – LIST FOR BIDDERS

Please ensure these major Terms & Conditions before submitting you bids in order to avoid REJECTION of your offer.

Sr. No.	Detail/Terms & Conditions	Applicable For	Attached		Reasons for non-compliance/ remarks
			Yes	No	
1	EMD/Security Deposit	Indian Bidders			
2	Attachment No.1	Indian Bidders			
3	Self-Declaration for Blacklisting as per Attachment No.2	Indian Bidders			
4	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) (as per format in Attachment No. 5)	Indian Bidders			
5	CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT (As per Attachment No. 6)	Indian Bidders			
6	GST Registration Certificate and PAN Card Copy.	Indian Bidders			
7.	Technical Qualification Criteria CVs / Resume of Manpower to be furnished	Indian Bidders			
8	Financial Qualification Criteria Strategic Partner(s) should have an Average Annual Turnover (ATO) during the last 3 Financial Years of at least.: ₹ 3.00 Lakh Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by bidder.	Indian Bidders			
9	EFT Form	Indian Bidders			

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

To,
Energy Efficiency Services Limited ,
Noida

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

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

TYPE (TICK 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

*Mandatory Fields

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

(AUTHORISED
SIGNATORY)

*Authorization no.:
.....

*Name:

OFFICIAL STAMP