



BUREAU OF ENERGY EFFICIENCY  
MINISTRY OF POWER  
GOVERNMENT OF INDIA

**Expression of Interest (Eoi) cum Financial Proposal for the selection of a Nodal Bank for the  
ADEETIE (Assistance for Deploying Energy Efficient Technologies in Industries and  
Establishments) Scheme**

**8<sup>th</sup> May 2025**

**BUREAU OF ENERGY EFFICIENCY**

4<sup>th</sup> Floor, Sewa Bhavan,  
Sector-1, R.K. Puram,  
New Delhi-110066, India

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## **PART A: Introduction and Scope of Work**

## 1. LETTER OF INVITATION

### 1.1 Advertisement

The Bureau of Energy Efficiency (BEE), an agency of the Government of India, invites Expression of Interest (“Eoi”) cum Financial Proposals from eligible financial institutions for engaging a Nodal Bank for the ADEETIE (Assistance for Deploying Energy Efficient Technologies in Industries and Establishments) Scheme to facilitate the Interest Subvention.

The Bureau of Energy Efficiency was established by the Government of India on 1st March 2002 under the provisions of the Energy Conservation Act, 2001. The mission of BEE is to assist in developing policies and strategies with a focus on self-regulation and market principles, aiming to reduce energy intensity in the Indian economy. Overcoming barriers to financing energy efficiency is a key policy goal of BEE.

Interested financial institutions may download the scope document from the BEE website at [www.beeindia.gov.in](http://www.beeindia.gov.in).

## 1.2 Timelines and Contact Person

<b>Availability of EOI</b>	8 <sup>th</sup> May 2025	
<b>Last Date for receipt of Proposal</b>	15 <sup>th</sup> May 2025, 10:30am	
<b>Time, Date and Venue for opening of Financial Quotes from PSU Banks</b>	15 <sup>th</sup> May 2025, 11:00 am at BEE office	
<b>Link for Meeting (Financial Quotation Opening)</b>	<a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDMwMTk2MDgtM2EzNS00OWQ1LThiMTgtMzRhOGMxZTM3Mzli%40thread.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%220ce281c8-f582-4f23-b032-55bc32da5153%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDMwMTk2MDgtM2EzNS00OWQ1LThiMTgtMzRhOGMxZTM3Mzli%40thread.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%220ce281c8-f582-4f23-b032-55bc32da5153%22%7d</a>  <b><u>Join the meeting now</u></b> Meeting ID: 431 568 014 217 2 Passcode: qj9vh2RP	
<b>Contact Person for Queries</b>	Mr. P Shyam Sunder Director Bureau of Energy Efficiency 4th Floor, Sewa Bhavan, R.K. Puram, New Delhi -110066, India. Tel:(+91)-11-26766700 Email: <a href="mailto:pshyam.sunder@beeindia.gov.in">pshyam.sunder@beeindia.gov.in</a>  Ms. Nupur Ahuja, Project Economist, BEE Email: <a href="mailto:n.ahuja14@beeindia.gov.in">n.ahuja14@beeindia.gov.in</a>  Ms. Richa, Project Engineer, BEE Email: <a href="mailto:richa.10@beeindia.gov.in">richa.10@beeindia.gov.in</a>	
<b>Submission of Proposal</b>	<b>Password protected PDF file via email</b>	<b>To:</b> <a href="mailto:bee-secretary@beeindia.gov.in">bee-secretary@beeindia.gov.in</a> <a href="mailto:pshyam.sunder@beeindia.gov.in">pshyam.sunder@beeindia.gov.in</a>  <b>Cc:</b> <a href="mailto:facilitation-centre@beeindia.gov.in">facilitation-centre@beeindia.gov.in</a> <a href="mailto:n.ahuja14@beeindia.gov.in">n.ahuja14@beeindia.gov.in</a> <a href="mailto:richa.10@beeindia.gov.in">richa.10@beeindia.gov.in</a>
	<b>Sealed Envelope addressed to</b>	<b>To:</b> The Secretary, Bureau of Energy Efficiency, 4th floor, Sewa Bhawan, R.K. Puram, Sector-I, New Delhi 110066.  <b>Copy to:</b> Mr. P Shyam Sunder, Director, Bureau of Energy Efficiency

## 2. BACKGROUND INFORMATION

### 2.1 About BEE

The mission of Bureau of Energy Efficiency (BEE) is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act 2001 (“**Act**”), with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in all sectors.

The setting up of the Bureau of Energy Efficiency (BEE) provides a legal framework for energy efficiency initiatives in the country. The Act empowers the Central Government and in some instances the State Governments to:

- Notify energy intensive industries, other establishments, and commercial buildings as designated consumers.
- Establish and prescribe energy consumption norms and standards for designated consumers.
- Direct designated consumers to designate or appoint certified energy managers in charge of activities for efficient use of energy and its conservation.
- Get an energy audit conducted by an accredited energy auditor in the specified manner and intervals of time.
- Furnish information about energy consumed and action taken on the recommendation of the accredited energy auditor to the designated consumer.
- Comply with energy consumption norms and standards, and if not so, prepare and implement schemes for efficient use of energy and its conservation.
- Prescribe energy conservation building codes for efficient use of energy and its conservation in commercial buildings, State Governments to amend the energy conservation building codes to suit regional and local climatic conditions.
- Direct owners or occupiers of commercial buildings to comply with the provisions of energy conservation building codes.
- Direct mandatory display of labels on notified equipment and appliances.

- Specify energy consumption standards for notified equipment and appliances.
- Prohibit manufacture, sale, purchase and import of notified equipment and appliances not conforming to standards.

## 2.2 About ADEETIE Scheme

The ***“Assistance for Deploying Energy Efficient Technologies in Industries and Establishments” (ADEETIE)*** Scheme is a flagship initiative of the BEE under the Ministry of Power, Government of India. This Scheme aims to catalyze the adoption of energy-efficient technologies among Micro, Small, and Medium Enterprises (MSMEs), enhancing their competitiveness and contributing to India's climate goals. As part of India's commitment to reducing greenhouse gas (GHG) emissions under the Nationally Determined Contributions (NDCs), the ADEETIE Scheme plays a pivotal role in reducing industrial energy intensity and achieving sustainable growth.

This Scheme offers comprehensive financial and technical support to MSMEs, enabling them to implement energy-efficient technologies with a proven potential to save at least 10% of energy. It is structured to provide targeted assistance in the form of interest subvention on loans, Investment Grade Energy Audits (IGEA), Detailed Project Reports (DPRs), and post-implementation Monitoring and Verification (M&V). The scheme envisaged to provide interest subvention of 5% for Micro and Small Enterprises and 3% for Medium Enterprises on loans, ensuring accessibility and affordability for MSMEs seeking financial aid for such projects.

The Scheme prioritizes MSMEs in 14 energy-intensive sectors such as brass, bricks, ceramics, chemicals, fisheries, food processing, forging, foundry, glass and refractory, leather, paper, pharmaceuticals, steel re-rolling, and textiles. It is targeted towards MSMEs registered under the Udyam portal, with operations in one of the identified 60 clusters across India. Loans ranging from ₹10 lakh to ₹15 crore for projects focused on energy-efficient technology adoption are eligible under this Scheme. Total budgetary financial support of ₹ 925 Crore has been approved to approved by Ministry of Power.



### 3. OBJECTIVE OF ENGAGEMENT OF A NODAL BANK/ FINANCIAL INSTITUTION

The engagement of a Nodal Bank is a critical element of the Scheme's implementation. The Nodal Bank will be responsible for channelizing funds from the Ministry of Power to lending institutions and beneficiaries. The Nodal Bank will oversee the release of interest subvention amounts directly into the beneficiaries' loan accounts, ensuring seamless fund flow and effective utilization. The Nodal Bank will also play a key role in monitoring loan disbursements, repayment status, and compliance with the scheme's financial guidelines.

The scheme is designed to provide MSMEs with end-to-end support. IGEA of the participating unit will be conducted by the certified energy auditor and DPRs will be prepared, ensuring that projects proposed for financial support are feasible and aligned with the scheme's objectives. Post-implementation, the auditors will submit M&V reports to verify the energy savings achieved. This data will be integrated into the Scheme portal for ongoing monitoring and evaluation.

The Nodal Bank's involvement will also include promoting the ADEETIE Scheme across the identified clusters, in collaboration with BEE and State Designated Agencies (SDAs). It will help create awareness among MSMEs about the Scheme's benefits and encourage their participation. Capacity-building initiatives, financial literacy programs, and stakeholder consultations will be essential elements of this outreach.

The ADEETIE scheme is committed to aligning financial incentives with measurable energy efficiency outcomes, and the Nodal Bank's role is instrumental in achieving this vision. Through transparent and efficient fund management, seamless coordination with lending institutions, and robust reporting mechanisms, the PMU/Nodal Bank will ensure the successful disbursement and management of the fund under this scheme. This collaboration will not only enable MSMEs to access affordable financing for energy efficiency projects but also contribute to India's broader climate and sustainability goals.

### 4. SCOPE OF WORK

#### 4.1 Interest Subvention Fund Management and Disbursement:

- i. Act as the Nodal Bank for the scheme to channel funds from the Ministry of Power ("MoP") to beneficiaries (MSME) loan accounts.

- ii. Ensure timely and accurate disbursement of funds in line with the scheme's guidelines, avoiding delays or discrepancies.
- iii. Maintain a transparent and auditable system for tracking fund disbursements and utilization.
- iv. Coordinate with the Project Management Unit for facilitating the scheme on ground.

#### 4.2 Compliance:

- i. Ensure compliance with the scheme's financial guidelines and Reserve Bank of India (RBI) regulations.
- ii. Facilitate financial and operational audits as required by the MoP or BEE.
- iii. Provide necessary documentation and support during impact assessments of the scheme.

#### 4.3 Other Responsibilities:

- i. Nominate a dedicated nodal officer for communication and coordination with MoP, BEE, SDAs, and other stakeholders.
- ii. Assist in the development of strategic improvements to the scheme based on feedback and performance assessments.
- iii. Participation during webinars/seminars/workshops/trainings and other events.

#### 2.1 Deliverables:

- i. Monthly progress reports on loan disbursement, fund utilization, and beneficiary performance.
- ii. Financial audit and compliance reports as required.

The Nodal Bank is expected to execute these responsibilities with utmost efficiency, transparency, and accountability, ensuring the successful implementation of the ADEETIE scheme and its objectives.

## 5. DURATION AND FINANCIAL PROPOSAL

### 5.1 Duration of Engagement:

- i. The engagement will be valid for a period of three (3) years w.e.f., (Date of Acceptance of LoA), subject to satisfactory performance and compliance with

guidelines. Based on the Performance, the engagement may be extended for further three (3) years upon mutual agreement and revised scope of work.

- ii. The engaged Nodal Bank/FI may be required to undergo periodic performance reviews every six (6) months. If the performance of the Bank/FI is not found satisfactory, then engagement can be terminated by BEE/MoP.
- iii. The Nodal Bank/FI engaged for this activity must ensure that the transfer of Interest Subvention to Beneficiaries is made within fifteen (15) working days. If the engaged Nodal Bank/FI fails to disburse the subvention tranche within the stipulated time period, a penalty of 10% will be applied against the quarterly invoice.

#### 5.2 Financial Proposal:

- i. The Bank/FI shall submit the financial bid, clearly indicating the total cost of service in both figures and words, (in Indian INR). In the event of any discrepancy between figures and words, the amount indicated in words will be taken into account.
- ii. The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and liable to be rejected.
- iii. The financial proposal shall include GST. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.
- iv. Fees for the defined scope of work will be a maximum of 0.3% of the Interest Subvention component (Rs. 875 Cr.) released to the beneficiaries plus Fees for the IGEAs (Rs. 50 Cr.). To ensure balanced cost coverage and performance incentives, the total fee (0.3% of ₹925 crore) will be split as:
  - **Fixed Component** – 40% of the total payable fee
  - **Variable Component** – 60%, linked to actual disbursement performance

## **PART B: The Eol/Tender**

## 1. INSTRUCTIONS TO THE INTERESTED FINANCIAL INSTITUTIONS

### 1.1 Procedure for Submission of the Proposal

Interested financial institutions are required to submit their *Expression of Interest (EoI)* and *Financial Proposal* in a **password-protected PDF** via email to the Finance Division at BEE (*refer 1.2, Part A*) on or before **15th May 2025 by 10:30 AM**.

This must be accompanied by a **sealed envelope** containing **hard copies** of the same EoI and Financial Proposal, addressed to:

#### **The Secretary**

Bureau of Energy Efficiency (BEE)

4th Floor, Sewa Bhawan, R.K. Puram, Sector-I

New Delhi – 110066

(Copy to: Director (Finance), BEE)

**Late submissions will not be accepted under any circumstances.**

Each submission should be clearly bound as a separate volume, with all pages numbered and a table of contents included. Incomplete documentation or lack of proper formatting may result in rejection of the proposal.

A hybrid meeting will be convened on **15th May 2025 at 11:00 AM** with representatives of all Public Sector Banks to open the financial proposals. **The password to access the submitted PDF** must be provided by the respective bidders *only during the meeting* to ensure confidentiality. Passwords shared in advance or through other means will not be accepted and may lead to disqualification.

### 1.2 Cost of Proposal

Financial institution shall bear all costs associated with the preparation and submission of its Proposal, including cost of presentations, meetings with BEE and other such meetings for the purposes of clarification of the Proposal, if so desired by the Purchaser. BEE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### 1.3 Performance Security

The successful bidder would be required to deposit an amount equivalent to 3% of the value of the contract. This should be furnished through the Demand Draft in favor of “**Bureau of Energy Efficiency**”, payable at Delhi. The Performance Security amount furnished by Demand Draft will be returned without interest within 60 days of completion of all obligation under the contract. The Performance Security will be returned after adjusting for penalties on account of deficiencies, if any, in the performance of the contract.

### 1.4 Contents of the Proposal

Interested financial institution is expected to examine all instructions, terms & conditions and Statement of Work in the Proposal. Failure to furnish all information required or submission of a Proposal not substantially responsive to the Proposal in every respect will be at the financial institution's risk and may result in the rejection of the application.

### 1.5 Conflict of Interest

Empaneling the financial institution should not have any conflict of interest with the work that is needed to be undertaken.

### 1.6 Language of Proposal

The Proposals prepared by the financial institution and all correspondence and documents relating to the proposal exchanged by the financial institution and BEE, shall be written in the English language, provided that any printed literature furnished financial institution may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### 1.7 Confidentiality

BEE requires that recipients of this document maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.

### 1.8 Disclaimer

BEE and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or

projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of BEE and/or any of its officers, employees.

#### 1.9 Authorized Signatory for Financial Institution

The "financial institution" as used in the Proposal shall mean the one who has signed the proposal document forms. The authorized signatory should be the duly Authorized Representative of the financial institution, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the financial institution shall be annexed to the Proposal. BEE may reject outright any Proposal not supported by adequate proof of the signatory's authority.

#### 1.10 Contact details of the Financial Institution

The Nodal Bank/Financial Institution (FI) that wants to receive BEE's response to queries should give their contact details to BEE. The financial institution should send their contact details in writing at the BEE's contact address indicated in Para 1.2 of this document.

#### 1.11 Queries on the EOI

The financial institution requiring any clarification on this document may send a query in writing at the BEE's contact address indicated in Para 1.2 of this document. BEE's response (including an explanation of the query but without identifying the source of inquiry) to all the queries, received not later than the dates prescribed by the BEE in Para 1.2 of this document, will be made available on the website and sent to all consultants who have given their contact details. BEE may also hold a pre-bid meeting if needed to give clarifications and an invitation of the same will be sent to the consultants who have given their contact details.

#### 1.12 Amendment of EOI

At any time prior to the last date for receipt of Proposals, BEE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective

financial institution, modify the EOI by an amendment. In order to provide prospective financial institution reasonable time in which to take the amendment into account in preparing their Proposals, BEE may, at its discretion, extend the last date for the receipt of Proposals and/or make other changes in the requirements set out in the Invitation for Proposals.

### 1.13 Power of Attorney

Registered Power of Attorney executed by the financial institution in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Proposal.

BEE shall not be responsible for non-receipt/non-delivery of the Proposal due to any reason whatsoever. Bidders are advised to study the Proposal carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Proposal with full understanding of its implications.

### 1.14 Duration of the MoA

The engagement will be valid for a period of three (3) years w.e.f., (Date of Acceptance of LoA), subject to satisfactory performance and compliance with guidelines. Based on the Performance, the engagement may be extended for a further three (3) years upon mutual agreement and revised scope of work.

## 2. SELECTION PROCESS

### 2.1 Minimum Eligibility Criteria

The Minimum Qualification Criteria are given below:

- a. Must be a Public Sector Undertaking (PSU) bank as recognized by the Reserve Bank of India (RBI)<sup>1</sup>.
- b. Should have a minimum operational experience of ten (10) years in the banking and financial services sector.
- c. Presence in all states where the ADEETIE Scheme clusters are located. (Cluster list – Annexure-I)
- d. Should not be blacklisted by any central/state government, RBI or any public sector undertaking or corporation.

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<sup>1</sup> **Necessary Condition to be fulfilled**



- e. Should not be insolvent and filed for Bankruptcy.
- f. Must have a proven track record in managing Government Schemes, Subsidies, or Large-Scale Financial Programs.
- g. Demonstrated success in working with MSMEs in technology development/Energy Efficiency/Renewable Energy-related initiatives.
- h. Demonstrated experiences in development and management of Centralized Scheme Portal with features such as application tracking, reporting, and grievance redressal.
- i. Experienced for outreach activities and support BEE in conducting awareness campaigns and capacity-building initiatives for MSMEs.

***Note: The above conditions are indicative and do not serve as strict disqualification criteria for any PSU bank, unless otherwise specified in the document.***

## 2.2 Evaluation Criteria

### 2.2.1 Preliminary Evaluation

- Bidders meeting all the minimum eligibility criteria will qualify for the evaluation of the Financial Proposal. BEE will formally notify bidders who do not meet the eligibility criteria, stating that their Financial Proposals will be returned unopened upon completion of the selection process.
- The following criteria are mandatory to qualify separately and individually for selection of a Bank. Nonfulfillment of any of the criteria will lead to disqualification and reject further examination of the financial proposal.

### 2.2.2 Financial Evaluation

- i. In the second stage, the evaluation of the Financial Proposals shall be carried out, wherein the Financial Proposal that is evaluated shall be assigned a Financial Rank. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc.
- ii. The Financial Proposals shall be opened in the presence of the representatives of the eligible Bidders who choose to attend. The name of the Bidder, and the proposed Price as quoted under the Financial Proposal,

shall be read and recorded when the respective Financial Proposals shall be opened. (Refer clause 1 of Part B for more details)

For the purpose of evaluation, the Price Bid shall include all taxes and duties (including GST) and other applicable overheads.

### 2.3 Selection of Bank

- i. After evaluation of financial proposals, the Least Cost System (LCS) will be adopted. The Bidder holding the **financial rank as L-1 shall be declared as a “Nodal Bank” and accordingly, a Letter of Award (LoA)** shall be issued to the selected bank by BEE. The second ranked Bidder (L-2) shall be kept in reserve and may be invited for negotiations in case the first ranked (L-1) Bidder withdraws or fails to comply with the requirements of this EoI.
- ii. The Selected Nodal Bank shall accept the LoA and return the signed copy of the same within 7 (seven) days to BEE.
- iii. Upon receipt of the accepted LoA, BEE shall execute the Agreement with the Selected Nodal Bank to carry out the Assignment as per the TOR within fifteen (15) days.
- iv. In case, the Selected Nodal Bank withdraws or fails to sign the Contract, or to submit a Performance Security before the deadline as defined in the EoI, BEE shall have the right to forfeit its Bid Security and suspend its candidature for the period of Eighteen (18) months, from being eligible to submit Bids for any future tenders issued by BEE.

### 3. PAYMENT TERMS

- i. The empanelled Nodal Bank shall submit quarterly reports detailing support provided by them to BEE during the mentioned duration. The Nodal Bank shall raise an invoice to BEE on a quarterly basis along with this report for seeking payments.
- ii. The **fixed component** (40% of 0.3% of Rs. 925 cr.) shall be paid in tranches linked to agreed milestones as per the EoI document and MoA between BEE & Nodal Bank.

- iii. The **variable component** (60% of 0.3% of Rs. 925 cr.) shall be paid proportionally based on actual fund disbursement to beneficiaries. This may vary depending on the no. of projects sanctioned under the scheme.

#### 4. Forms to be submitted and Contract Form

The Proposal prepared by the financial institutions shall comprise of the following components:

**Form 1: Letter Proforma**

**Form 2: Details of Bank**

**Form 3: Undertaking**

**Form 4: Financial Proposal**

**Form 5: Contract Form**

Registered Power of Attorney executed by the financial institution in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this EOI.

Proposal is to be submitted in the following format along with the necessary documents as listed. The Proposal shall be liable for rejection in the absence of requisite supporting documents. Proposal should provide information against each of the applicable requirements. In absence of the same, the Proposal shall be liable for rejection.

##### 4.2 Form 1: Letter Proforma

To

The Secretary,  
Bureau of Energy Efficiency  
4th Floor, Sewa Bhavan,  
R.K. Puram, Sector-1  
New Delhi -110066 India

Sub: Empanelment of financing institutions selection of Nodal Bank for implementing the ADEETIE

Sir,

The undersigned financial institution, having read and examined in detail all the EOI documents in respect of appointment of a financial institution for BEE for the said project, do hereby express their interest to provide their Services as specified in the scope of work

## 2. Correspondence Details

1	Name of the financial institution*	
2	Address of the financial institution*	
3	Name of the contact person(s) to whom all references shall be made regarding this empanelment*	
4	Designation of the person to whom all references shall be made regarding this tender*	
5	Address of the person to whom all references shall be made regarding this tender*	
6	Mobile * Telephone (with STD code)	
7	E-Mail of the contact person*	
8	Fax No. (with STD code)	

## 3. Document forming part of Proposal We have enclosed the following:

Form 2: Details of Bank

Form 3: Undertaking

Form 4: Financial Proposal

Registered Power of Attorney executed by the financial institution in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this EOI.

#### 4.3 Form 2: Details of Bank

Sl. No	Particulars	Details to be filled
1	Name of the Tendering Bank/FI – attach certificate of registration	
2	Name of Director of Tendering Bank/FI	
3	Corporate Office/ Head Office/ Registered office/business address	
4	Telephone/Mobile number, Fax numbers, Email	
5	Name of Contact Person with Mobile No. & Email ID	
6	Year of Incorporation/Constitution /attach certificate of corporation	
7	Date of Registration (Attach copy of Registration Certificate)	
8	Income Tax - PAN No. (Attach attested copy of PAN)	
9	GST No. (Attach attested copy of GST No.)	
10	Number of Branches in India	
11	Net worth of the Bank/ FI	
12	Capital Adequacy Ratio as on 31.03.2024/31.12.2024	
13	Gross NPA Ratio	
14	Net NPA Ratio	
15	Any adverse remarks/caution by the Regulators	
16	Years of Experience of providing similar services in other Organizations.	

(Signed by the Authorized Representative of the bank with stamp)

#### 4.4 Form 3: Undertaking

**[On a stamp paper of Rs.100 and duly notified]**

1. We, \_\_\_\_\_ (Name of the Banker), do hereby certify that all the statements made in the enclosed attachments are true and correct. It is understood that if this declaration is found to be false in any particular, BEE shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting) available to BEE.
2. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the BEE and within the prescribed time.
3. We confirm that we have quoted the rates in the EoI considering, *inter-alia*, the
  - a. EoI Document(s)
  - b. Additional Document(s) (if any)
  - c. Corrigendum (if any)
  - d. Pre-Bid Meeting Minutes (if any)
4. We \_\_\_\_\_ (Name of the Banker) hereby certify that we have fully read and thoroughly understood the EoI requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the EoI, including all corrigendum, if any and minutes of the pre-bid meeting. In the event of our engagement, the complete EoI document shall be considered as part & parcel of the Contract/ Agreement and also as & wherever applicable & required by BEE.
5. The undersigned also certify that the bank has neither been blacklisted nor debarred by any Government department/PSU from award of such/similar work, nor it is under liquidation proceedings.

6. We \_\_\_\_\_ (Name of the Banker)  
undertake that if they withdraw or modify their bids during the period of validity etc.,  
we will be suspended for a period of two (2) years.

(Signed by the Authorized Representative of the Bank with stamp)

#### 4.5 Form 4: Financial Proposal

To  
The Secretary,  
Bureau of Energy Efficiency 4th Floor,  
Sewa Bhavan, R.K. Puram Sector-I  
New Delhi -110066, India

**Sub: the selection of a Nodal Bank to implement the ADEETIE (Assistance for Deploying Energy Efficient Technologies in Industries and Establishments) Scheme.**

Sir,

In response to the above-mentioned subject, hereunder is our financial cost for the project: I/we \_\_\_\_\_ Consultant services firm herewith enclose Financial Offer of Rs. \_\_\_\_\_ (in words) for selection of my/our firm as consultant. The break-up of the above cost is given as below:

S. No	Particulars	Details to be filled
General Information		
1	Title of the Proposed Assignment	
2	Name and Address of the Bank	
3	Name & Designation of the Authorized person	
4	Contact address of the Team Leader (e-mail/ telephone)	
5	Certificate of authorization (to be attached)	
6		(in figures)



	<p>Proposed quote by the bidder for the services under this programme. (inclusive GST)</p>	
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		<p>In words.....</p>
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		<p>.....</p> <p>.....</p>
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(Signed by the Authorized Representative of the Bank with stamp)

**Part C - Contract**

## Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.** . . . . .

This is to notify you that your Bid dated . . . . ***[insert date]*** . . . . for execution of the . . .  
..... ***[insert name of the contract and identification number]***. .

. . . . . for the Accepted Contract Amount of ..... ***[insert amount in numbers  
and words and name of currency]***, as corrected and modified in accordance  
with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in  
accordance with the Conditions of Contract, using for that purpose the of the  
Performance Security Form, Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment: Draft Contract Agreement**

**Agreement For Hiring of Nodal Bank for management and disbursement of Interest  
Subvention for ADEETIE Scheme.**

**SERVICE AGREEMENT**

*(Draft – May be revised subject to legal vetting)*

**BY AND BETWEEN**

**BUREAU OF ENERGY EFFICIENCY**

**AND**

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**DATED \_\_\_\_\_ 2025**

[STAMP PAPER OF APPROPRIATE VALUE]

## SERVICE AGREEMENT

This Service Agreement (hereinafter, the “**Agreement**”) is made and entered on \_\_\_\_ day of (Month) 2025 (“**Execution Date**”) at New Delhi.

### BY AND BETWEEN

**Bureau of Energy Efficiency**, a statutory body established under the Ministry of Power, Government of India, having its registered office at 4<sup>th</sup>Floor, Sewa Bhawan, Sector - 1, R.K. Puram, New Delhi -110066, India (hereinafter “**BEE**”, which expression shall, unless repugnant to the meaning or context thereof be deemed to mean and include its successors, officers and permitted assigns) of the **FIRST PART**;

### AND

(**Agency Name**), \_\_\_\_\_ a company incorporated under the Companies Act 1956 and validly existing under the Companies Act 2013, having its registered office at (Office Address \_\_\_\_\_) through its authorized representative and \_\_\_\_\_, Mr./Ms. \_\_\_\_\_ (hereinafter called the “**Consultant**” / “**Agency**”, which expression shall, unless repugnant to the meaning or context thereof be deemed to mean and include its successors, representatives and permitted assigns), of the **SECOND PART**.

“**BEE**” and the “**Agency**” are hereinafter collectively referred to as the “**Parties**” and individually as “**Party**”.

## WHEREAS:

- A. BEE is a statutory body under the Ministry of Power, Government of India and aims to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act, 2001 (the “**Act**”) having primary objective of reducing the energy intensity of the Indian economy.
- B. BEE had issued a Request for Proposal (“**RFP**”) published on the GeM Portal vide no. \_\_\_\_\_ dated \_\_\_\_\_ for the purpose of hiring an Hiring of Retainer Consultancy Agency to Setup Project Management Unit for ADEETIE Scheme. (hereinafter, the “**Project**”);
- C. Accordingly, the Parties now wish to record the terms and conditions of their relationship by entering into this Agreement.

## NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

### 1. Definitions

In this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

- (a) “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, judgment, order, decree, bye-law, clearance from any government authority, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration of any of the foregoing having the force of law, by any government authority having jurisdiction over the matter in question.
- (b) “**Agreement**” means this Agreement together with all appendices/ attachments/ schedules/ addendums including all modifications, in writing made in accordance with this Agreement.
- (c) “**Day**” means a day other than a Saturday and Sunday or a day on which commercial banks located in New Delhi, India are authorized or obligated to close.
- (d) “**Effective Date**” refers to the date on which the LOA was issued by BEE i.e.,

\_\_\_\_\_(Date).

(e) “**Experts**” includes Key Experts, Non-Key Experts, or any other Agency personnel, or manpower and/or any individual/ professional whose skills, qualifications, knowledge and experience are critical to the performance of the services described under this Agreement and are evaluated and assessed by BEE.

(f) “**Force Majeure**” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.  
Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement and avoid or overcome in the carrying out of its obligations hereunder.

(g) “**Services**” means and includes the work to be performed and delivered by the Agency pursuant to the Effective Date in accordance with the LOA and this Agreement, and as specifically described in **Appendix-A** hereto.

(h) “**Sub-consultants**” or “**sub-contractors**” means any individual or entity to whom/which the Agency subcontracts any part of the Services mentioned herein for the purpose of this Agreement.

2. Parties herein agree that the mutual rights and obligations of BEE and the Agency shall be as set forth in the Agreement, in particular:

- (a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and;
- (b) BEE shall make payments to the Agency in accordance with the provisions of the Agreement.

In the event of any conflict between the provisions of the RFP, the LOA, and the Agreement, the following shall be the order of precedence:

1. This Agreement (including and together with all appendix, annexures, schedules and/or any addendum)
2. LOA
3. EoI
4. MoM

### 3. AGENCY's OBLIGATION

- 4.1. **Standard of Performance:** The Agency shall perform and carry out the Services with diligence and efficiency in accordance with generally accepted professional standards and practices and to adhere to the standard management practices. The Agency acknowledges that the Project herein is crucial for BEE and therefore, confirms and undertakes to promptly act as a faithful adviser and IT service provider to BEE in respect of any or all matter(s) relating to this Agreement including, its Services, and shall further support and safeguard the BEE's legitimate interests in any dealings with the third party(ies), if any.
- 4.2. The Agency shall employ and provide such qualified and experienced employees/manpower as are required to carry out the Services.
- 4.3. The Agency, including its employees, agents, and sub-contractors, if any, undertakes to perform the Services as mentioned herein, and the Agency shall, under all circumstances, ensure that all practicable steps are taken and comply with the applicable laws in respect of the Services outlined in this Agreement.
- 4.4. The Agency understands and agrees to hold the BEE's interest paramount, and strictly avoid conflict with other assignments or their own corporate interests.
- 4.5. **Conflict of Interest:** The payment of the Agency shall constitute the Agency's only payment in connection with this Agreement and, the Agency shall not accept for its benefit any trade commission, discount, or similar payment in connection with services to be rendered by the Agency pursuant to this Agreement or in the discharge of its obligations hereunder. The Agency including its officials, employees, agents, and others undertakes that no additional payment shall be received in respect of this Agreement for any reason whatsoever.
- 4.6. **Reporting Obligations:** The Agency shall submit the reports and documents in the format and stipulated timelines to BEE as specified in Appendix- A of this Agreement. For the avoidance of doubt, BEE's personnel/representative will be associated with this Project, and it is agreed between the Parties that a free exchange of information/data should take place between BEE and the Agency to fulfil the obligations mentioned herein.



- 4.7. **Prohibition of Conflicting Activities:** The Agency shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them by BEE under this Agreement.
- 4.8. **Strict Duty to Disclose Conflicting Activities:** The Agency is obliged to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of BEE, or that may reasonably be perceived as having this effect. Failure to disclose the aforesaid situations may lead to the disqualification of the Agency or the termination of the Agreement.
- 4.9. **Confidentiality:** Save and except with the prior written consent of the BEE, the Parties agree that the Agency, including its Experts, shall not disclose or communicate any or all confidential information to any person or entity obtained during the performance of the Services.
- 4.10. **Description of Agency's Experts:** The details of the Agency's Experts/Key Experts to carry out the Services are detailed in **Appendix-B** of this Agreement
- 4.11. **Replacement:** Except as otherwise agreed in writing by BEE, no changes to the description of the Experts/Key Experts under the Agency shall be made under this Agreement. However, during the execution of this Agreement, the substitution of the Experts may be considered by BEE based on the Agency's written request and due to circumstances outside the reasonable control of the Agency, including but not limited to death or medical incapacity. In such case, the Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration to BEE.
- 4.12. **Removal:** In the event, that BEE discovers that any of the Experts have engaged in serious misconduct, or corrupt, fraudulent, collusive, coercive, or obstructive practices or have been charged with a criminal offense while performing the Services, the Agency is obliged to immediately provide a replacement upon BEE's written request.
- Further, if any of the Experts is found to be incompetent or incapable of discharging the Services, BEE may request the Agency to provide a replacement possessing better qualifications and experience at the same rate of remuneration as confirmed by BEE. All costs arising out of or incidental to any removal and/or replacement of any of the Experts shall be borne by the Agency.
- 4.13. **Location:** The Parties herein agree that the Agency shall perform the Services at such locations as are specified in **Appendix-A** hereto and, where the location of a particular task is not so specified, at such locations, as BEE may approve.
- 4.14. **Accounting, Inspection and Auditing:** The Agency shall keep and ensure to cause its Sub-

consultants/sub-contractors, if any, to keep accurate and systematic accounts and records in respect of the Services and in such form and detail as to clearly identify relevant time changes and costs.

The Agency shall permit and shall cause its Sub-consultants/sub-contractors to permit BEE and/or its representative or designated official to inspect the Agency's premises and/or all accounts and records relating to the performance of this Agreement and to have such accounts and records audited by the auditors appointed by BEE.

#### **4. BEE OBLIGATIONS**

**Assistance and Exemptions:** BEE shall use its best efforts to provide necessary documents/letters as may be required and are within its authority to issue, for the following:

- 4.1. For work permits and such other documents as shall be necessary to enable the Experts /manpower to perform the Services.
- 4.2. For issuing instructions to officials, agents, and representatives of the Government as may be necessary or appropriate for the prompt and effective implementation of the Services
- 4.3. In addition to the above, BEE may provide to the Agency such other assistance as may be required for performing their obligations under the Agreement.

#### **5. PAYMENT TERMS**

In consideration of the Services provided by the Agency, BEE shall make payments to the Agency as per the payment schedule listed in **Appendix-C** of this Agreement and in accordance with the terms detailed herein:

The Contract Price for the Services to be performed herein by the Agency is fixed and shall be in accordance with the LOA. The Consideration for the Services to be performed by the Agency herein from the Effective Date till the completion of the Term shall be INR \_\_\_\_\_ (Indian Rupees Three Crores Thirty Seven Lakh Twenty Thousand) inclusive of all applicable taxes and GST (hereinafter, the "**Contract Price**"). The Payments to be made herein by BEE shall be subject to the performance of the Agency within the time period stipulated for the Project in accordance with this Agreement and applicable laws of India. BEE will make payments in accordance with the Payment Schedule detailed in **Appendix-C** of this Agreement. The Contract Price breakdown is also listed in **Appendix -C**. Any payment under this Agreement shall be made in Indian Rupees only.

Any subsequent change to the Contract Price shall solely be made if the Parties have agreed to revise the Scope of Work/Services and have made amendments thereto, solely in writing. The Agency shall submit the invoice to BEE solely after the acceptance of the relevant deliverables by BEE. BEE shall process the payment against the receipt of the invoice at each stage. It is further agreed between the Parties that BEE shall not pay any additional amount in any manner whatsoever other than the Contract Price specified hereinabove subject to the fulfilment of terms and conditions in a time-bound manner.

## **6. COMMENCEMENT OF SERVICES**

The Agency shall commence the Services as of the Effective Date.

6.1. Term: Unless terminated earlier, this Agreement shall commence w.e.f., the Effective Date i.e., the date of issuance of the LOA by BEE and shall continue to remain in force for three (3) years ("Term"). Subject to the satisfactory performance of Services by the Agency in a time-bound manner, and extended on an annual basis.

6.2. **No breach of Agreement:** The failure of either Party to fulfil any of its obligations hereunder shall not be considered to be a breach or, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such Force Majeure event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

## **7. MEASURES TO BE TAKEN DURING FORCE MAJEURE**

The Party affected by an event of Force Majeure shall continue to perform its obligation under the Agreement as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such condition(s) and the cause thereof within two (2) weeks of the occurrence of such event and shall also notify within three (3) business days from cessation of such event of Force Majeure. Any period within which a Party shall, pursuant to this Agreement complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure

During the period of the Agency's inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the BEE, shall either:

- (a) demobilize and, if required by the BEE, reactivate the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Agency

shall continue to be paid under the terms of this Agreement.  
In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled in accordance with this Agreement.

## 8. TAXES AND DUTIES

In the event that the applicable law concerning taxes and duties changes post the execution of this Agreement, which may eventually affect the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses payable to the Agency by BEE under this Agreement will be adjusted accordingly by mutual agreement, in writing. However, the Contract Price shall remain the same and shall be in accordance with the details listed in the LOA and this Agreement.

The Agency shall be obliged to meet any and all tax liabilities arising out of the Agreement unless otherwise stated under this Agreement. *[save and except to the conditions stated hereinabove, all locally identifiable indirect taxes (itemized and finalized during the negotiations) will either be reimbursed to the Agency or to be paid by BEE on behalf of the Agency].*

## 9. PERFORMANCE SECURITY AND BANK GUARANTEE

**Performance Security:** The Agency shall deposit an amount equivalent to three per cent (3%) of the total contract value ("**Performance Security**"). The Agency shall furnish the Performance Security in the form of RTGS or NEFT or Demand Draft in the Bank account of/in the form of a bank guarantee to the "**Bureau of Energy Efficiency**" payable at New Delhi.

It is agreed between the Parties that the Performance Security amount furnished through NEFT/RTGS/Demand Draft will be returned without interest to the Agency by BEE within sixty (60) days of the expiration of the Term in accordance with this Agreement. The Performance Security will be returned after adjusting for liquidated damages on account of deficiencies and/or any other amounts payable to the BEE, if any, in the performance of the Agreement.

## 10. LIQUIDATED DAMAGES

It is agreed between the Parties that the payment is liable for deductions on account of Liquidated Damages for delayed performance by the Agency as stated below:

If the manpower provided by the hired agency for BEE's PMU, stationed at BEE or any other location designated by BEE for the purpose of this contract is found unavailable for more than 2 weeks in continuation in any quarter during the effective contract period. The agency hired

shall attract Liquidated Damages at the rate 2.5% of the total cost of all resources per week subject to a maximum of 10% of the total contract value.

Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to BEE under the terms of the contract.

Parties hereby agree that liquidated damages herein are a genuine pre-estimate of the damages that BEE will suffer due to such delay and are not claimed as a penalty towards such delay. Parties also acknowledge that the above-liquidated damages have been provided in view of the inability to assess the quantum of damages. It is hereby clarified that the right to claim liquidated damages is in addition to other remedies available to the BEE under this Agreement and law, and is not in derogation of such remedies.

## **11. TERMINATION**

### **BEE:**

BEE has the right to terminate this Agreement in case of the occurrence of any of the following events specified herein below. Provided that in such cases, BEE shall provide written notice thirty (30) calendar days to the Agency in the events specified below:

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder:
- (b) If the Agency (or, if the Agency consists of more than one entity if any of its members) is subjected to any proceedings of insolvency or bankruptcy or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Agency fails to comply with any final decision reached as a result of proceedings of an arbitration or a court;
- (d) If the performance in whole or in part or any obligation under this Agreement is affected by any reason of Force Majeure for a period exceeding continuous sixty (60) calendar days;
- (e) If the Agency fails to confirm the availability of Experts to BEE.

In the event the BEE terminates the Agreement in whole or in part; except where such termination is pursuant to Force Majeure, BEE may forfeit the Performance Security.

### **AGENCY:**

The Agency may terminate this Agreement by giving not less than thirty (30) calendar days written notice to the BEE, in case of the occurrence of any of the events specified hereinbelow.

- (a) If BEE fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;
- (b) If the performance in whole or in part or any obligation under this Agreement is affected by any reason of force majeure for a period exceeding continuous sixty (60) calendar days; or
- (c) If the BEE fails to comply with any final decision reached as a result of proceedings of an arbitration or a court.

**Termination of Agreement for Failure to Become Effective:** In the event, that the Agency is unable to commence the Services under this Agreement from the Effective Date or the date on which the commencement was mutually agreed upon by the Parties, then either Party may, not exceeding twenty-two (22) calendar days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. The Agency acknowledges and agrees that the amount and bid fee paid to BEE shall not be returned to the Agency for any reason whatsoever.

## **12. CESSATION OF RIGHTS AND OBLIGATIONS**

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of Confidentiality; and (iii) any right which a Party may have under the Applicable Laws.

## **13. PAYMENT UPON TERMINATION**

Upon termination of this Agreement, BEE shall solely make payment to the Agency in respect of the Services satisfactorily performed by the Agency prior to the termination.

## **14. SUSPENSION**

BEE may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Agency of such notice of suspension.

## 15. CESSATION OF SERVICES

Upon termination of this Agreement by notice of BEE to the Agency, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

## 16. FRAUD AND CORRUPTION

The Parties herein understand and agree to observe the highest standard of ethics during the Term. In case of Fraud and Corruption by the other Party and in accordance with BEE policy(ies):

BEE may terminate the Agreement, after giving written notice of fifteen (15) calendar days to the Agency, if it determines at any time that the Agency or its representatives are/were engaged in Corrupt, Fraudulent, Collusive or Coercive Practices during the selection process or the execution of this Agreement. BEE may also sanction against the Agency including, declaring the Agency ineligible, for a stated period of time, to be awarded any Agreement financed by the BEE if it at any time determines that the Agency has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive or Coercive Practices.

## 17. DISPUTE RESOLUTION

**Amicable Settlement:** In case a difference or dispute arises between the Parties regarding any matter under the Agreement, either Party to the Agreement may send a written Notice of Dispute (“**Notice**”) to the other Party. The Party receiving the Notice shall respond within Fourteen (14) calendar days of receipt of the Notice to it in writing. If such Party fails to respond to the Notice within Fourteen (14) calendar days from the date of such receipt, or if the dispute cannot be amicably settled by the Parties within Fourteen (14) calendar days following the response of that Party then the same shall be referred to Arbitration.

**Arbitration:** In case of any difference or dispute arising out or in relation to this Agreement and the Parties are unable to resolve or settle the dispute amicably, either Party may refer the dispute for arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996 (along with any subsequent amendments thereto). The sole arbitrator shall be appointed mutually by the Parties. The seat and venue of such arbitration proceedings shall be held at **New Delhi, India** and the language of such arbitration proceedings and that of all documents and communications between the Parties shall be **English**.

The decision of the arbitrator shall be binding upon both Parties. Any or all costs and expenses of arbitration proceedings shall be shared equally by the Parties. However, the expenses incurred by each Party in connection with the preparation, and presentation of their respective cases shall be borne by the Party itself.

**Jurisdiction:** Subject to the arbitration provisions contained hereinabove, the courts at New Delhi shall have exclusive jurisdiction in respect of all matters arising under this Agreement.

## 18. INDEMNIFICATION

The Agency shall indemnify BEE, their officers, employees, and agents ("**Indemnified Parties**") from and against all actions, suits, and proceedings and all costs, charges, expenses, losses and damages which may be incurred or suffered or caused to or sustained by the Indemnified Parties by reason of; (a) any breach, default, contravention, non-observance, non-performance of any of the terms and conditions of the Agreement by the Agency; or (b) any of the representations of the Agency being untrue. BEE agrees that the Agency's total liability for all claims connected with the Services under this Agreement is limited to the Contract Price and Performance Security amount. Provided that the Agency shall not be liable for any indirect and consequential loss or damage, loss of profit, goodwill, business opportunity, or anticipated savings.

Provided further that aforesaid limit on liability shall not be applicable; (i) in the case of any liability arising out of gross negligence or willful misconduct or fraud committed by Agency, its affiliate, officers or employees, and (ii) in case of breach of confidentiality, conflict of interest or intellectual property rights related provisions by Agency, its affiliate, Experts, officers or employees.

## 19. CONFIDENTIALITY

The Agency will have to maintain the confidentiality of the information compiled. In no case, the Agency would be allowed to use the data or share the information with anyone else except for BEE. BEE shall hold the copyrights over any of the data collected or compiled during the course of the execution of work.

Except with the prior written consent of the BEE, the Agency shall not disclose (i) the Agreement or any provision thereof; (ii) any non-public, sensitive information, technical data or know-how of the BEE; (iii) any information relating to specification, plan, research, sample, source code, CD programs, integrated codes, customers, processes; (iv) any such information which is marked as 'confidential'; or (v) any other information derived from such confidential information, ("**Confidential Information**") to any Third Party.



BEE requires the recipients of such Confidential Information to maintain its contents in the same confidence as their own confidential information.

However, notwithstanding anything to the contrary provided in this Agreement, the Agency may disclose Confidential Information: (a) to its employees, directors, on a *need-to-know basis*, as required for the performance of Services, provided such employees, directors, and officers are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (*both internal and external*) purposes.

Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.

Additionally, the Agency may refer to the BEE and the Services performed for the BEE for reference purposes, as long as the Agency does not disclose the Confidential Information of the BEE. The Agency may retain a copy of such documents, and data but shall not use the same for purposes unrelated to this Agreement without prior written approval of the BEE.

## 20. INTELLECTUAL PROPERTY

The Agency understands and agrees that BEE shall retain all intellectual property rights (including the right to modification, improvement, processes and formulas) over the data collected, documents, source codes, videos, photographs, databases and any other related material (collectively, “**Materials**”) prepared or captured as a part of the scope of work assigned to the Agency under this Agreement and LOA. All Materials and intellectual property shall be delivered to BEE upon the expiration or termination of this Agreement. For the purpose of this Agreement, “**Intellectual Property Rights**” shall refer to all worldwide rights related to tangible works or ideas, whether or not such rights are filed, perfected, registered or recorded including not limited to the rights related to copyright, copyright application and copyright registration, rights relating to the confidential information and all other intellectual property rights existing under the laws of India including right of privacy and publicity, irrespective whether registered or unregistered. The Agency further agrees and undertakes to maintain the confidentiality of proprietary information exchanged during the Term of this Agreement and to execute the scope of work/Services.

## 21. ACCESS TO PROJECT SITES

BEE shall provide the Agency free of charge and unimpeded access to the Project site (if any) with respect to which the access is necessary for the performance of Services mentioned herein.

## **22. NOTICE/COMMUNICATION**

Any communication required or permitted to be given or made pursuant to this Agreement shall be in writing in the English language. Any such communication shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address indicated below.

A Party may change its address for not for notice hereunder by giving the other Party any communication of such change to the address.

### **If to BEE:**

Attention: Mr. Milind Deore, Secretary BEE  
Address: 4<sup>th</sup> Floor, Sewa Bhawan, Sector I, R.K. Puram, Delhi - 110066.  
Fascimile: (+91)-11-26766-704  
Email:

### **If to the Agency:**

Attention: \_\_\_\_\_,  
Address:  
Telephone:  
Email:

## **23. ENTIRE AGREEMENT**

The Agreement contains all covenants and provisions agreed by the Parties. No agent or representative of either Party has the authority to make the Parties liable, and the Parties shall not be bound by or be liable for any other statement, representation, promise or agreement not set forth herein.

## **24. MODIFICATION OR VARIATIONS**

Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the Services, may only be made by a written agreement between the Parties. In cases of substantial modifications or variations, the prior written consent of BEE is required.

## **25. GOVERNING LAW**

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India.

## **26. HEADINGS**

The headings shall not limit, alter or affect the meaning of this Agreement.

## **27. GOOD FAITH**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

## **28. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent between BEE and the Agency. The Agency, subject to this Agreement, has complete charge of the Experts, if any, to perform the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **29. WAIVER**

The waiver (in writing) by either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

## **30. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law, regulation, government policy or any amendments thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or

unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

### **31. SURVIVAL**

Clauses pertaining to the Agency's Obligation, Termination, Conflict of Interest, Indemnification, Confidentiality, Liquidated Damages, and Dispute Resolution shall survive the termination of this Agreement.

### **32. ASSIGNMENT**

The Agency shall not sell, transfer, or assign its rights and obligations mentioned hereunder to any third party without the prior written consent of BEE.

*[Remainder of the Page intentionally left blank]*

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES AS ON THE DAY AND YEAR FIRST WRITTEN ABOVE.**

**SIGNED, SEALED AND  
DELIVERED** For and on behalf of BEE:

**SIGNED, SEALED AND DELIVERED** For  
and on behalf of the Agency:

(Signature)

---

---

(Signature)

---

[Insert Designation]

**WITNESSES:**

**1.**

(Signature)

Name:

Address:

**2.**

(Signature)

Name:

Address:

## APPENDIX A

### **SCOPE OF WORK**

APPENDIX-B

**Nodal Officers & Account Details**

S. No.	Nodal Officer(s) from Bank	Designation	Fund Account details

## APPENDIX C

### BREAKDOWN OF CONTRACT PRICE AND PAYMENT SCHEDULE



## Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT*

*identifier code]* **Beneficiary:** *[insert*

*name and Address of Purchaser ]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] () [insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

- 
- <sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*
- <sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

## Annexure-I

### List of Clusters


S. No.	Cluster	State	Sector
1	Jagadhari	Haryana	Brass
2	Jamnagar	Gujarat	Brass
3	Moradabad	Uttar Pradesh	Brass
4	Salem	Tamil Nadu	Brass
5	Bangalore	Karnataka	Bricks
6	Begusarai	Bihar	Bricks
7	Indore	Madhya Pradesh	Bricks
8	Nagpur	Maharashtra	Bricks
9	Tripura	Tripura	Bricks
10	Morbi Region	Gujarat	Ceramics
11	Thangadh	Gujarat	Ceramics
12	Khurja	Uttar Pradesh	Ceramics
13	Ankleshwar&Panoli	Gujarat	Chemical
14	Jamshedpur	Jharkhand	Chemical
15	Karnal	Haryana	Chemical
16	Thane	Maharashtra	Chemical
17	Vapi	Gujarat	Chemical
18	Kochi	Kerala	Fisheries
19	Bhuvneshwar	Odisha	Fisheries
20	West Godavari	Andhra Pradesh	Fisheries
21	Ludhiana	Punjab	Food processing
22	Pune	Maharashtra	Food processing
23	Ganjam and Nayagarh	Odisha	Food processing (Rice)
24	Kaithal	Haryana	Food processing (Rice)

S. No.	Cluster	State	Sector
25	Bangalore	Karnataka	Forging
26	Pune	Maharashtra	Forging
27	Delhi-NCR	Delhi	Forging
28	Chennai	Tamil Nadu	Forging
29	Ludhiana	Punjab	Forging
30	Batala, Jalandhar Ludhiana	Punjab	Foundry
31	Howrah	West Bengal	Foundry
32	Rajkot	Gujarat	Foundry
33	Belgaum	Karnataka	Foundry
34	Coimbatore	Tamil Nadu	Foundry
35	Ambala	Haryana	Glass & Refractory
36	Chirkunda	Jharkhand	Glass & Refractory
37	East & West Godawari	Andhra Pradesh	Glass & Refractory
38	Firozabad	Uttar Pradesh	Glass & Refractory
39	Kanpur	Uttar Pradesh	Leather
40	Kolkata	West Bengal	Leather
41	Pallavaram	Tamil Nadu	Leather
42	Jalandhar	Punjab	Leather
43	Muzaffarnagar-Saharanpur	Uttar Pradesh	Paper
44	Kashipur	Uttarakhand	Paper
45	Vapi	Gujarat	Paper
46	Coimbatore and Erode	Tamil Nadu	Paper
47	Vapi	Gujarat	Pharma
48	Baddi	Himachal Pradesh	Pharma
49	Medak	Telangana	Pharma
50	Margaon	Goa	Pharma
51	Bidar	Karnataka	Pharma

S. No.	Cluster	State	Sector
52	Mandi Gobindgarh& Ludhiana	Punjab	Steel re-rolling
53	Jaipur	Rajasthan	Steel re-rolling
54	Jalna	Maharashtra	Steel re-rolling
55	Raipur	Chhattisgarh	Steel re-rolling
56	Ludhiana	Punjab	Textile
57	Surat	Gujarat	Textile
58	Tirupur	Tamil Nadu	Textile
59	Solapur	Maharashtra	Textile
60	Panipat	Haryana	Textile

### Annexure-II Bank Details for NEFT/RTGS

Name of Beneficiary	Bureau of Energy Efficiency
Bank A/c No	89830100010654
Name of the Bank	Bank of Baroda
Name of Branch Address	Bhikaji Cama Place, New Delhi-110066
Email ID	<a href="mailto:divaccounts@beenet.in">divaccounts@beenet.in</a>
A/c Type	Saving
Branch Code	6020
IFSC Code	BARB0VJBCPL
MICR Code	110012308
Swift Code	BARBINBBNND
PAN No	AAAAE0631J

 <b>बैंक ऑफ बड़ोदा</b> <b>Bank of Baroda</b>	बी सी प्लेस, दिल्ली B C PLACE, DELHI RTGS / NEFT IFSC CODE: BARB0VJBCPL	जारी की गई तारीख से तीन माह के लिए वैध VALID FOR THREE MONTHS FROM THE DATE OF ISSUE CBS <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> सेविंग खाता / SAVINGS ACCOUNT D D M M Y Y Y Y
	Or Bearer या धारक को	
Pay Rupees रुपये		
अदा करें ₹ <span style="border: 1px solid black; padding: 10px 50px;"> </span>		
खा. नं. A/c No.	89830100010654	FOR BUREAU OF ENERGY EFFICIENCY
SE/2012/SE	भारत की सभी शाखाओं में समतुल्यकर देय Payable at par at all branches in India	Please sign above
*000001* 1100123081 0106541* 31		