

APPLICATION FORM FOR GRADING AS ESCO UNDER THE BUREAU OF ENERGY EFFICIENCY (*Application Form*)

CRISIL Limited

Dear Sirs

Request for Grading

We request you to grade us as an Energy Service Company (*ESCOs*) under Bureau of Energy Efficiency Framework.

We agree to the terms and conditions set out in Part I of the Annexure below.

Payment of Fees

We enclose our cheque/demand draft/cashier order /RTGS bearing number dated

Fee	
Add GST (18%)	
Gross Amount	
Less TDS (10% of Fee)	
Total Payable Charges	

Our Particulars:

Full Legal Entity Name of the applicant organisation (<i>Client</i>)			
Type of Organisation (delete what is not applicable and specify as relevant)	<input type="checkbox"/> Proprietorship Concern	<input type="checkbox"/> Private Limited Company	<input type="checkbox"/> Cooperative Society
	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Public Limited Company	<input type="checkbox"/>
Web site URL	www.		
Registered Office Address	City:	State:	PIN:
Contact Person			
Contact Person Coordinates	Tel.: (Board)	Direct:	Mobile:
	Fax:	Email:	
Manufacturing Unit/Factory Address	City:	State:	PIN:
Contact Person			
Contact Person Coordinates	Tel.: (Board)	Direct:	Mobile:
	Fax:	Email:	
Income Tax PAN			
GST Number			
Name and contact no. of authorized person for ratings information/ Documents			
Name and contact no of the Business Development Officer			
Name and contact no of the Marketing Associate			

By signing below, I/we confirm that the details in this Application and the Annexure are true and correct and that no material fact has been concealed or withheld.

Yours faithfully*

Signature _____
 Name _____
 Designation _____
 Date of Signature _____

*To be signed by the authorised signatory/ies of the Organisation. Please also affix the Organisation rubber stamp or seal.

Annexure – Part I (Terms and Conditions)

1. Services

- 1.1 CRISIL will consider the Client Materials provided and, where it considers appropriate in its professional judgement, assign a Grading to Client in accordance with the Agreement. The Grading shall be based on the Client Materials provided by the Client or information obtained by CRISIL from sources it considers reliable at the time of grading by CRISIL. CRISIL is not responsible to confirm or ensure Client Materials or other information are accurate, adequate, complete or authentic.
- 1.2 Client shall cooperate with CRISIL and perform such tasks and obligations as are necessary to enable CRISIL to provide the Services, including upon CRISIL request from time to time (a) furnishing information, documents, confirmation and declarations as are true, adequate, timely and accurate; (b) arranging for site visits by CRISIL representatives, where applicable; (c) arranging for and helping to coordinate meetings with relevant third parties (which may include Client's auditors, bankers, suppliers, customers).
- 1.3 Acceptance Process for Grading
 - (a) CRISIL will, subject to Client's performance of this Agreement, inform Client verbally of the Grading and provide Client with a draft Grading Report for Client's inputs and verification of the facts stated in it.
 - (b) Client shall promptly inform CRISIL in writing whether or not it accepts the Grading. An unaccepted Grading will, subject to this Agreement, remain private.
 - (c) Where Client accepts the Grading, Client may within 5 working days notify CRISIL of any factual inaccuracy in the draft Grading Report. Unless CRISIL receives Client's notification, CRISIL will assume Client has no factual inaccuracy to correct in the draft Grading Report. CRISIL will consider Client's inputs and, if it considers necessary, modify the Grading Report.
 - (d) After the Client's acceptance of the assigned Grading, Client shall not have the right to accept or reject any subsequent changes to or suspension or termination of the Grading, by CRISIL.
- 1.4 Revalidation of an Unaccepted Grading
 - (a) Client may request for Revalidation of an unaccepted Grading, provided Client:
 - (i) requests CRISIL in writing within 2 months from the date of the draft Grading Report or communication of the assigned Grading, whichever is later;
 - (ii) provides CRISIL with complete information as to any Material Event within the 2 month period referred to above;
 - (iii) remits the applicable Revalidation Fees to CRISIL along with the application of Revalidation.
 - (b) The provisions of clause 1.3 shall apply as relevant to a Revalidation process.
 - (c) Once CRISIL accepts Client's request for revalidation, CRISIL will proceed to revalidate the Grading Report as necessary and assign a Grading to the Client. Pursuant to the Revalidation process, CRISIL may if it considers necessary in its independent professional judgement change the Grading assigned to the Client. The Client acknowledges and agrees that pursuant to the Revalidation of the Grading, the Grading then assigned may not necessarily be higher than the Grading initially assigned to the Client.
- 1.5 The Grading shall reflect CRISIL's opinion on the capability of the Client to undertake energy efficiency projects.
- 1.6 Once a Grading is issued, CRISIL has no obligation to keep the Client under surveillance during the Usage Period.
- 1.7 The Services are NOT: (a) an audit or rating of the Client; or (b) recommendation of the Client as an Energy Service Company (**ESCO**) or for entering (or not entering) into any transaction with the Client or otherwise.
- 1.8 Client acknowledges that: (i) the Services by CRISIL are primarily dependant on the Client Material and the Client is responsible to provide the Client Material to CRISIL within 45 days from the

execution of this Agreement to enable CRISIL provide the Services (ii) CRISIL will perform Services as an independent professional (iii) The Grading is issued by committee constituted by CRISIL (iii) Client has not received any promise or assurance that Client will get a specific Grading – as CRISIL has not authorised anyone to directly or indirectly make any such promise or give any such assurance. Client or any User through the Client shall not: (a) question CRISIL's methodology or processes used in providing the Services; (b) have an objection to professional decisions made by CRISIL in: (i) assigning (or not assigning) a Grading to Client; (ii) the criteria applied by CRISIL in assigning a Grading to Client; and (iii) preparing Grading Report.

- 1.9 Client acknowledges that a Grading assigned by CRISIL is neither an accreditation nor empanelment by Ministry of Power or Bureau of Energy Efficiency (**BEE**) or any other relevant Authority nor an assurance that Client will get any such accreditation or empanelment. Further, assignment of a Grading by CRISIL does not assure Client of any business. CRISIL is not an agent or representative of BEE or other relevant authority.

2. Charges

- 2.1 Client shall pay the whole of the Charges at the time of requesting for the relevant Services under this Agreement. For the sake of clarity, where Client requests for (i) Grading, the applicable Grading Fees in accordance with the Application form (ii) Revalidation of the Grading, Revalidation Fees shall be as communicated by CRISIL. Where Revalidation Fees apply, Charges for those shall be payable at the time of Client requesting for Revalidation.

Fees do not include taxes and statutory levies which shall be payable by Client in addition to Fees. CRISIL is not obliged to provide Services unless it has received full payment of the Charges; however, CRISIL may provide Services subject to clause 4.2 (see item "(c)"). Charges are not refundable.
- 2.2 If Client deducts income tax at source from the payments it makes under this Agreement (**TDS**), Client shall comply with the requirements of law, including providing appropriate documentation in a timely manner (**TDS Certificate**). If Client does not do so, Client shall forthwith on demand pay CRISIL such amount as would after TDS be equivalent to the amount covered by the TDS Certificate not provided by the Client.

3. Client's Use of Grading Report and Grading

- 3.1 Upon Client's acceptance, Client may use the Grading and Grading Report: (a) during the Usage Period; (b) subject to any applicable requirements set out by BEE or under the relevant scheme; and (c) subject to the terms of this Agreement; and not otherwise.
- 3.2 Client shall not misrepresent, make any changes to, obliterate or tamper with any part of the Grading Report or the Grading or present any part of either of them out of context.
- 3.3 Upon suspension or withdrawal of the Grading or termination or expiry of this Agreement, Client shall forthwith stop using and/or disseminating the Grading and the Grading Report and take all reasonable and practicable steps to remove these from the public domain.
- 3.4 Client acknowledges that it may not transfer, novate or assign any part of this Agreement.

4. Usage Period

- 4.1 Client may disseminate the Grading and the Grading Report only as permitted in this Agreement for the Tenure; unless suspended or withdrawn earlier in accordance with clause 4.2 below. The **Tenure** shall be 24 months from the date CRISIL issues the Grading
- 4.2 At any time during the Usage Period, CRISIL may without incurring liability suspend or withdraw the Grading and/or terminate this Agreement at its sole discretion if: (a) CRISIL becomes aware of or in CRISIL's view a Material Event has occurred (and CRISIL is not obliged to give Client any explanation for such action); (b) an Authority requests or requires CRISIL to do so; (c) the Charges remain unpaid or overdue (including for reasons where a cheque issued by the Client has not been realised); (d) CRISIL is of the opinion that circumstances warrant the suspension, termination or withdrawal of the Grading; (e)

if the Client fails to provide the Client Material within stipulated time as per clause 1.8 (i).

5. Warranty and Disclaimers

5.1 Client warrants that:

- (a) the Client Material is: (i) accurate, adequate and complete in all material respects; (ii) not false or misleading; and (iii) CRISIL may provide Services relying on it;
- (b) Client shall be responsible (and shall take all reasonable steps) to procure that the Users' access to the Grading Report and the Grading is subject to the condition that CRISIL is not responsible or liable to any User for the User's access and/or use of any of them.

5.2 CRISIL warrants that it will provide Services with reasonable care and skill. EXCEPT FOR THIS, CRISIL MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SERVICES AND EXPRESSLY EXCLUDES ALL REPRESENTATIONS AND WARRANTIES OF WHATEVER KIND INCLUDING, WITHOUT LIMITATION, WARRANTY THAT THE SERVICES WILL BE ERROR-FREE, COMPLETE, OR FIT FOR PURPOSE.

5.3 CRISIL shall not be responsible or liable for: (a) the decisions made, action taken or the results obtained from the use of the Services; or (b) any consequences arising as a result of use or non-use of the Services by the Client.

6. Client Covenants

6.1 Client shall promptly notify CRISIL in writing if a Material Event occurs. Without limitation, any of the following is a Material Event: (i) Commencement of liquidation, winding up, amalgamation or restructuring against or in respect of Client; (ii) Client defaulting on the repayment of any material payment obligations as are due; (iii) Client selling any part of its business (other than routine sales transactions qualifying as revenue in Client's accounting records); (iv) any of the particulars contained in the Grading Report (or their underlying data or information) being no longer valid. Though not obliged to, CRISIL may in the absence of Client's written notification assume that no Material Event has occurred in respect of the Client.

6.2 Client shall promptly draw CRISIL's attention (to the extent practicable, by a written notification) to any error or omission of fact contained in the Grading Report due to any typographical error or misreading of the information shared by the Client with CRISIL. The Client agrees that this should not be later than before the acceptance of the Grading by the Client.

7. CRISIL Rights and Duties

7.1 Client irrevocably authorises CRISIL to: (a) publicly disseminate or permit the dissemination of the Grading Report and/or the Grading in respect of the Client whether directly or indirectly, by itself or through any third party and through any means; (b) use Client's Brands in relation to or as necessary for the purpose of exercising CRISIL rights as stated above as well as in CRISIL marketing material. Client acknowledges that CRISIL is not obliged to pay Client any payment or compensation of whatever nature for such use.

7.2 If CRISIL becomes aware of any error or omission in the Grading Report or upon Client notifying CRISIL in accordance with clause 6.2, CRISIL shall have the right to update the Grading Report. Except where the error or omission is due to CRISIL's breach of warranty stated in clause 5.1(a) above and/or the same is highlighted to CRISIL post the acceptance of the Grading by Client, Client shall pay the Fees for rectification of the error or omission (CRISIL will notify Client the applicable Fees, on request).

7.3 Client irrevocably gives its consent and authorises CRISIL to disclose or provide any Client Material and any information, documents, analyses, or any material prepared, generated, compiled or collated by CRISIL in the course of providing the Services and any copies of any of the foregoing (together, **Permitted Material**), if such disclosure is requested for or required by any Authority.

7.4 CRISIL may: (a) use subcontractors or third party service providers in providing the Services; and (b) assign, novate or transfer any part of this Agreement to its affiliates, successors or a third party.

8. Intellectual Property

8.1 As between the parties: (a) all intellectual property rights in: (i) CRISIL's Brands; (ii) Grading Report (except to the extent they contain Client's Brands); and (iii) any analyses, notes, data, compilations, or

other work prepared by CRISIL (except to the extent they contain Client's Brands); belong exclusively to CRISIL; (b) all intellectual property rights in Client Material and Client Brands belong exclusively to Client.

8.2 All rights in the Services belong exclusively to CRISIL except to the extent they contain Client Brands.

8.3 Client consents to CRISIL storing and using Client Material shared under this Agreement (including sharing with third parties where necessary) for the purpose of performance of this Agreement and compliance of applicable laws and regulations.

8.4 Any goodwill generated by a party's permitted use of the other party's intellectual property will inure exclusively to the other party.

9. Privacy

9.1 Client confirms that it has (or shall have) obtained all necessary consents to provide to CRISIL any personal information of its personnel, representatives or other persons whose details Client may from time to time provide to CRISIL (collectively, **Client Personnel**) to permit CRISIL to use it as necessary for the performance of this Agreement and receive marketing communications and informational material from CRISIL, its affiliates and associated third parties.

9.2 CRISIL's obligations with respect to use the personal information of Client Personnel are set out in, currently, URL: <http://www.crisil.com/privacy>. Client will comply with applicable privacy laws as to the personal information shared by it with CRISIL.

10. Liability and Indemnity

10.1 A party is not liable for failure or delay in performing this Agreement (except in the case of Client's payment obligations) where the party's performance of the obligations is impaired by a force majeure event (including not limited to war, acts of God, natural calamities, acts of terrorism, strike, lockouts, breakdown of civil order, or other similar causes).

10.2 Client agrees to indemnify CRISIL, its directors, officers and employees, against any costs, loss, damages, claims or expenses incurred or suffered by reason of provision of the Services, including, without limitation those that arise as a result of breach of Client's warranties set out above and any claim by any User(s) with respect to the Services provided by CRISIL (but excluding those that arise as a result of CRISIL's breach of this Agreement).

10.3 Notwithstanding anything to the contrary in this Agreement, under no circumstances, will the aggregate liability of CRISIL exceed the Fees paid by Client under this Agreement in the latest 12 month period preceding the date of the relevant claim.

11. Dispute Resolution

11.1 Any dispute that in any manner pertains or relates to this Agreement shall be resolved in the following way:

(a) The parties will first attempt to resolve it by causing their respective senior officers to discuss and make good faith attempts to resolve the dispute.

(b) If for any reason a the dispute is not resolved within 30 days of a party notifying the other party in writing the existence of a dispute and the need to resolve it in accordance with clause 11.1(a), then the dispute shall be conclusively resolved by reference to an arbitrator appointed by the Director – ISME Ratings of CRISIL (failing such person, another senior officer of CRISIL's ratings business). Client hereby waives all rights of objection and confirms it shall have no objection to such arbitrator being an employee of CRISIL. The arbitration proceedings shall be conducted in Mumbai and be conducted in English. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996. The award of such arbitrator shall be final and binding on the parties.

(c) Nothing in this clause 11.1 limits a party's right to seek any interlocutory, injunctive or other equitable relief in a court of law.

11.2 For the purposes set out in clause 11.1(c) as well as any differences or disputes relating to this clause 11, the parties submit to the exclusive jurisdiction of the courts of law in Mumbai and their appeal courts.

12. Use of Information

CRISIL may also use Client information for Ratings and CRISIL's business as CRISIL may determine in its sole and absolute

discretion, including but not limited to, publicly displaying it, reformatting it, incorporating it into marketing materials, advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing other permitted users to do the same in connection with their own websites, media platforms, and applications. By submitting information and material under this agreement, Client hereby grant CRISIL a worldwide, non-exclusive, royalty-free, fully paid, sub-licensable and transferable license to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, the information in connection with the Services and CRISIL's (and its successors and assigns') business, including without limitation for promoting and redistributing part or all on the website. For clarity, the foregoing license grant to CRISIL does not affect Client's ownership or other license rights in information.

13. Defined Terms

Unless opposed to the context, capitalised terms used in the Agreement have the meanings given to them here: **Agreement** means the Application Form above and this Annexure (including Part I); **Authority** means judicial, statutory, government, regulatory or other authority; **Brands** means names, logos, trademarks, brands, brand features or other identifiers; **Charges** means Fees or Revalidation Fees, as applicable and taxes and other amounts payable thereon by Client under this Agreement; **Client** means the entity applying for Grading under the Application Form; **Client Materials** means the information, material, documents, declarations and confirmations (including any Brands of the Client) in the form provided by

Client to CRISIL pursuant to this Agreement; **CRISIL** means CRISIL Limited; **Fees** means CRISIL's Grading fees as stated in the application form of which these terms and conditions are a part; **Grading** reflects CRISIL's opinion on the capability of the Client to undertake energy efficiency projects; **Grading Report** means the grading report of the Client prepared by CRISIL as a part of the Grading process on the basis of Client Material and, where practicable and commercially reasonable, obtained by CRISIL from sources it considers reliable; **Material Event** means a change in circumstance or occurrence of an event whether with respect to Client or otherwise that may have a material adverse impact on the Client's business or a material change to any part of the Client Material or the underlying information on the basis of which CRISIL has prepared a Grading Report and/or issued a Grading; **Revalidation** means revalidation of an unaccepted rating in accordance with the clause 1.4 of this Agreement; **Revalidation Fees** means fees payable for Revalidation of the Grading in accordance with clause 1.4 of this Agreement; **Services** means preparing a the Grading Report and, where applicable, assigning a Grading to the Client; **Usage Period** means the period during which Client may use an issued Grading and Grading Report, as stated in clause 4 above; **Users** means any third party who has access to the Grading Report through its dissemination; **we, us, our** refer to Client; and **you, your** refer to CRISIL.

All terms that by their nature should survive the termination or expiration of the agreement shall survive including any right which a party may have under the applicable laws and regulations.

Yours faithfully*

Signature _____
Name _____
Designation _____
Date of Signature _____

*To be signed by the authorised signatory/ies of the Organisation. Please also affix the Organisation rubber stamp or seal.