

“Letter of Request” for ESCO Grading assignment”

Date:

**CONFIDENTIAL**

The Managing Director,  
CARE Ratings Limited  
13<sup>th</sup> Floor, E-1 Block, Videocon Tower  
Jhandewalan Extn, New Delhi-110055

Dear Sir,

**Request for ESCO Grading**

We are engaged in/ we propose to enter the business of ..... we request you to determine the grading of company.

2. We are enclosing the information required by you. We also undertake to furnish any additional information and clarifications as may be required by you during the grading process.
3. We enclose our cheque no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn on \_\_\_\_\_ in your favour, representing the initial grading fee in full + GST @ 18.00%. It is understood that the initial grading fee is not refundable, regardless of whether we decide to use the grading or not.

Sr. No.	Particulars	Amount
1	Fees (Base Fees)	
2	GST (@18% of Base Fees)	
3	Gross Fees (1+2)	
4	TDS(10% on Base Fee)	
5	Net Fee Receivable (3-4)	
6	Cheque Amount (Should Match with 5 above)	
7	Cheque Number / NEFT / RTGS Details	
8	Cheque Date	
9	Drawn on Bank Name and Branch	
10	PAN of the Company	
11	TAN of the Company	
12	GSTIN of the Client	

13	State of Client's place of receiving service	
14	State Code of Client's place of receiving service	
15	Location of supply of service to the client	Mumbai, Maharashtra

4. Once the initial grading is assigned, CARE will necessarily have to report the same to Bureau of Energy Efficiency (BEE) Ministry of Power, Government of India, which would then be liable for public dissemination.
5. We will use the accreditation and the grading assigned by CARE, whether accepted or not accepted by us, for the sole purpose as desired by BEE. The accreditation shall not be used for any other purpose by us or by any of our associates / subsidiaries in any manner, whatsoever.
6. We agree that CARE will submit a grading rationale to BEE and would have a right to publish the same in its publication(s) and also issue a press release of the grading rationale through the media- for all gradings assigned by it. Prior to release of such information, CARE will provide us a reasonable opportunity to examine the draft of publication material /press release so as to enable us to ensure that any factually incorrect information is not included. We however agree that CARE reserves the right to express its opinion on the performance of the organization.
7. We agree to co-operate with CARE in order to enable CARE to arrive at a true and accurate grading of our operations and shall in particular provide CARE, true, adequate and timely information for the purpose. We agree to furnish material information and also any information as required by CARE, for assigning the ESCO grading by CARE.
8. We agree that entire information and clarifications furnished by us to CARE for facilitating the grading exercise shall become property of CARE subject to such information being used only for the purpose of grading.
9. We agree that in the event of us providing false / inaccurate information/ documents to CARE, CARE shall be free to suspend/ withdraw/ revise the grading assigned and/or revoke the accreditation of our firm.
10. CARE may unilaterally suspend the accreditation if CARE is ordered to do so by any order of any Court, tribunal, Governmental, Statutory or Regulatory Authorities, Ministry of Finance, SEBI, RBI etc. or if CARE is of the opinion that circumstances warrant suspension of the accreditation assigned by CARE.
11. We understand that the above grading is a one-time- assessment of our ability to carry out energy efficiency audits and implement energy saving projects. We understand that CARE will not keep the above grading under surveillance.
12. We understand that CARE reserves the right to disclose, in public interest, to the appropriate

regulatory agencies/ Government bodies the correct position about the grading assigned by CARE, in case of any allegation of misstatements by us in the public documents or publicity materials about CARE grading.

13. We are fully aware that CARE does not guarantee the completeness or accuracy of the information provided by us on which the grading is based. We are also aware that CARE's gradings are opinions of CARE and do not constitute recommendations for engaging the services of our company for energy efficiency audits or projects.
14. We agree to comply with any obligations that may be imposed upon us pursuant to any regulation or notification or guidelines that may be issued by BEE/Government in relation to ESCO grading.
15. Notwithstanding anything to the contrary mentioned in this document, we agree and undertake to indemnify CARE, its directors, committee members, officers or employees, related to the services provided in connection with the grading assignment, against all or any costs, losses, damages, including but not limited to attorney's or consultants fees paid/incurred as a result of any false, inaccurate or misleading information of any nature, provided by us to CARE, on which CARE may have relied in any manner, to give the ESCO grading.
16. We hereby authorise you to reveal the ESCO grading to the extent necessary and called for by BEE or any of the statutory authorities.
17. Notwithstanding what is stated above, if CARE is of the opinion that there exist circumstances that justify in maintaining the same grading or in changing/suspending/withdrawing the accreditation, it can do so without any reference to our Firm and such a decision shall be final and binding on our Firm and shall not be questioned by our Firm in any manner whatsoever.
18. We agree that if any dispute arises with respect to and / or in connection with the accreditation exercise, change in grading, the rationale for the accreditation and / or the terms and conditions and / or interpretation of this undertaking the courts of Mumbai alone shall have jurisdiction in the matter.

Yours faithfully,

(Authorised Signatory)