

Agreements;

- e. O&M Expenses incurred by the Facility Owner, provided it certifies to the Trust and Retention Bank that it had incurred such expenses in accordance with the provisions of the Energy Performance Contract and that the amounts claimed are due to it from the ESCO;
- f. all payments and Damages certified by the Facility Owner as due and payable to it by the ESCO pursuant to the Energy Performance Contract;
- g. any reserve requirements set forth in the Financing Agreements; and
- h. balance, if any, in accordance with the instructions of the PFI.

5.1.2. No later than 60 (sixty) days prior to the commencement of each Accounting Year, the ESCO shall provide to the Trust and Retention Bank, with prior written approval of the PFI, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 5.1.1; provided that such amounts may be subsequently modified, with prior written approval of the PFI, if fresh information received during the course of the year makes such modification necessary.

## **5.2. Withdrawals upon Termination**

Upon Termination of the Energy Performance Contract, all amounts standing to the credit of the Trust and Retention Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) Outstanding payments to PFI
- (b) all taxes due and payable by the ESCO for and in respect of the Project;
- (c) outstanding fees;
- (d) all payments and Damages certified by the Facility Owner as due and payable to it by the ESCO pursuant to the Energy performance Contract, including {Premium,} and any claims in connection with or arising out of Termination;
- (e) retention and payments arising out of, or in relation to, liability for defects and deficiencies;
- (f) incurred or accrued O&M Expenses;
- (g) any other payments required to be made under the Energy Performance Contract; and
- (h) balance, if any, in accordance with the instructions of the ESCO.

## **5.3. Application of insufficient funds**

Funds in the Trust and Retention Account shall be applied in the serial order of priority

set forth in Clauses 5.1 and 5.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Trust and Retention Bank shall apply such funds in the serial order of priority until exhaustion thereof.

#### **5.4. Application of insurance proceeds**

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Trust and Retention Account and utilized for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

#### **5.5. Withdrawals during Suspension**

Notwithstanding anything to the contrary contained in this Agreement, the Facility Owner may exercise all or any of the rights of the ESCO during the period of Suspension. Any instructions given by the Facility Owner to the Trust and Retention Bank during such period shall be complied with as if such instructions were given by the ESCO under this Agreement and all actions of the Facility Owner hereunder shall be deemed to have been taken for and on behalf of the ESCO.

### **6. WITHDRAWALS FROM RESERVE ACCOUNT**

#### **6.1. Withdrawals during Agreement Period**

6.1.1. At the beginning of every month, or at such shorter intervals as the PFI and the ESCO may by written instructions determine, the Trust and Retention Bank shall withdraw amounts from the Reserve Account and appropriate them in the Trust and Retention Account:

- (a) In case periodic proceeds from the implementation of Energy Efficiency project are less than the periodic proceeds as mutually agreed between the ESCO and the Facility Owner in the Energy Performance Contract then deficit between the actual periodic proceeds and agreed periodic proceeds as per Energy Performance Contract

#### **6.2. Withdrawals Upon Termination**

Upon Termination of the Energy Performance Contract, all amounts standing to the credit of the Reserve Account shall, notwithstanding anything in this Agreement, be appropriated in the Trust and Retention Account.

## **7. OBLIGATIONS OF THE TRUST AND RETENTION BANK**

### **7.1. Segregation of funds**

Cash, Cash equivalents and deposits received by the Trust and Retention Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Trust and Retention Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Trust and Retention Bank.

### **7.2. Notification of balances**

7 (seven) business days prior to each Payment Date (and for this purpose the Trust and Retention Bank shall be entitled to rely on an affirmation by the ESCO and/or the PFI as to the relevant Payment Dates), the Trust and Retention Bank shall notify the PFI of the balances in the Trust and Retention Account and Sub-Accounts as at the close of business on the immediately preceding business day. The Trust and Retention Account and the Reserve Account will be regularly monitored by the PFI.

### **7.3. Communications and notices**

In discharge of its duties and obligations hereunder, the Trust and Retention Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the ESCO upon a certificate signed by or on behalf of the ESCO;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the PFI of any notice or document received by it in its capacity as the Trust and Retention Bank from the ESCO or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the ESCO of any notice or document received by it from the PFI in connection herewith.

### **7.4. No set off**

The Trust and Retention Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Trust and Retention Account and the Reserve Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Trust and Retention Bank that the Cash, Cash equivalents and deposits held by the Trust and Retention Bank in the Trust and Retention Account and the Reserve Account shall not be considered as part of the assets of the Trust and Retention Bank and being trust property, shall in the case of bankruptcy or liquidation of the Trust and Retention Bank, be wholly excluded from the

assets of the Trust and Retention Bank in such bankruptcy or liquidation.

## **7.5. Regulatory approvals**

The Trust and Retention Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Trust and Retention Account. The Trust and Retention Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Trust and Retention Bank.

## **8. TRUST AND RETENTION DEFAULT**

### **8.1. Trust and Retention Default**

8.1.1. Following events shall constitute an event of default by the Facility Owner (an “Trust and Retention Default”) unless such event of default has occurred as a result of Force Majeure or any act or omission of the ESCO or the PFI:

- (a) the Facility Owner commits breach of this Agreement by failing to deposit any receipts into the Trust and Retention Account as provided herein and fails to cure such breach by depositing the same into the Trust and Retention Account within a Cure Period of 5 (five) business days;
- (b) the Facility Owner causes the Trust and Retention Bank to transfer funds to any account of the ESCO in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Trust and Retention Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- (c) the Facility Owner commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

8.1.2. Upon occurrence of Trust and Retention Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the energy performance contract.

## **9. TERMINATION OF TRUST AND RETENTION AGREEMENT**

### **9.1. Duration of the Trust and Retention Agreement**

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the ESCO in respect of the debt or financial assistance received by it from the PFI, or any of its obligations to the Facility Owner remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in

accordance with the provisions of this Agreement.

## **9.2. Substitution of Trust and Retention Bank**

The ESCO may, by not less than 45 (forty five) days prior notice to the Trust and Retention Bank, the PFI and the Facility Owner, terminate this Agreement and appoint a new Trust and Retention Bank, provided that the new Trust and Retention Bank is acceptable to the PFI and arrangements are made satisfactory to the PFI for transfer of amounts deposited in the Trust and Retention Account to a new Trust and Retention Account established with the successor Trust and Retention Bank. The termination of this Agreement shall take effect only upon coming into force of Trust and Retention Agreement with the substitute Trust and Retention Bank.

## **9.3. Closure of Trust and Retention Account**

The Trust and Retention Bank shall, at the request of the ESCO and the PFI or after the payment by the ESCO of all outstanding amounts under the energy Performance Contract and the Financing Agreements including the payments specified in Clause 5.1, and upon confirmation of receipt of such payments, close the Trust and Retention Account and Sub-Accounts and pay any amount standing to the credit thereof to the ESCO. Upon closure of the Trust and Retention Account hereunder, the Trust and Retention Agreement shall be deemed to be terminated.

# **10. SUPPLEMENTARY TRUST AND RETENTION AGREEMENT**

## **10.1. Supplementary Trust and Retention agreement**

The PFI and the ESCO shall be entitled to enter into a supplementary Trust and Retention agreement with the Trust and Retention Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 5.1.1 and for matters not covered under this Agreement such as investment of surplus funds, restrictions on withdrawals by the ESCO in the event of breach of this Agreement or upon occurrence of a Trust and Retention Default, procedures relating to operation of the Trust and Retention Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary Trust and Retention agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary Trust and Retention agreement, the provisions of this Agreement shall prevail.

# **11. INDEMNITY**

## **11.1. General indemnity**

11.1.1. The Facility Owner will indemnify, defend and hold the ESCO harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and

expense arising out of failure of the Facility Owner to fulfill any of its obligations under this Agreement materially and adversely affecting the performance of the ESCO's obligations under the Energy Performance Contract or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Facility Owner, its officers, servants and agents.

11.1.2. The Trust and Retention Bank will indemnify, defend and hold the ESCO harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Trust and Retention Bank to fulfill its obligations under this Agreement materially and adversely affecting the performance of the ESCO's obligations under the Energy Performance Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Trust and Retention Bank, its officers, servants and agents.

#### **11.2. Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 11.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

### **12. DISPUTE RESOLUTION**

#### **12.1. Dispute resolution**

12.1.1. In case of any disagreement on actual energy savings in a particular period between the ESCO and the Facility Owner

- (a) The PFI might be informed by the ESCO for a potential appointment of Third-Party M & V Consultant to resolve the disagreement;
- (b) The proceeds for the period will be deposited in the Trust and Retention Account as per Facility Owner's own calculation methodology defined in the Energy Saving Performance Contract within 15 days of the respective period.

- (c) The funds from Reserve Account will be routed through the ESCO's account for repayment of principal and interest to PFI.
- (d) ESCO may agree to deploy its own funds to service the Energy Efficiency (EE) loan, if necessary;
- (e) the proceeds mentioned in Clause 3.1.2(c ) above will be shared between the Facility Owner and the ESCO, as per the mutually agreed upon shared savings ratio defined in the Energy Saving Performance Contract, only after the disagreement is resolved with or without the intervention of a Third-Party M&V Consultant;
- (f) the ESCO receives its respective full share of actual energy savings proceeds and the Facility Owner receives the remaining, corresponding lesser share of actual energy savings proceeds, in case the Performance Default is attributed to the ESCO, or the Facility Owner receives its respective full share of actual energy savings proceeds and the ESCO receives the remaining, corresponding lesser share of actual energy savings proceeds, in case the Performance Default is attributed to the ESCO;
- (g) the disagreement is resolved within 30 days from the end of the respective period; and,
- (h) the Reserve Account funds, routed through the Borrower's account during the disagreement period, would be subsequently adjusted within 10 days of the resolution of the disagreement.

## **13.MISCELLANEOUS PROVISIONS**

### **13.1. Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at New Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **13.2. Waiver of sovereign immunity**

The Facility Owner unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Facility Owner with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any

jurisdiction; and

- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

### **13.3. Priority of agreements**

In the event of any conflict between the Energy Performance Contract and this Agreement, the provisions contained in the Energy Performance Contract shall prevail over this Agreement.

### **13.4. Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

### **13.5. Waiver**

13.5.1. Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

13.5.2. Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### **13.6. No third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

### **13.7. Survival**

13.7.1. Termination of this Agreement:



- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

13.7.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

### **13.8. Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 12.1 of this Agreement or otherwise.

### **13.9. Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

### **13.10. Notices**

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

**13.11.Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

**13.12.Authorized representatives**

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

**13.13.Original Document**

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the date first above written.

<p>SIGNED, SEALED AND DELIVERED For and on behalf of ESCO by:</p> <p style="text-align: center;">(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>	<p>SIGNED, SEALED AND DELIVERED For and on behalf of FACILITY OWNER by:</p> <p style="text-align: center;">(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>
<p>SIGNED, SEALED AND DELIVERED For and on behalf of Trust and Retention Bank by:</p> <p style="text-align: center;">(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>	<p>SIGNED, SEALED AND DELIVERED For and on behalf of Participating Financial Institution by:</p> <p style="text-align: center;">(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>
<p>In the Presence of :</p>	
<p>1.</p>	<p>2.</p>

**EXHIBITS**

**EXHIBIT I      CERTIFICATE OF ACCEPTANCE — INSTALLED EQUIPMENT**

## **APPENDICES**

### **APPENDIX A: TECHNICAL ENERGY AUDIT REPORT AND PROJECT DEVELOPMENT**

The Contractor shall perform a detailed study of the Government Facility and document its findings in a report including, at a minimum, all of the following information:

#### **1. Cover**

The cover page should provide the following information:

- The words “Energy study for (the Government Facility’s name)”
- Name(s) and address (es) of the building(s) analyzed in the study ( Along with building owner details & parent organization ) ( It will also require
- Name of the contractor producing study
- Period during which study is made

#### **2. Table of Contents**

Must be complete with page numbers and descriptive title for each section, table, exhibit, attachment, etc. Tables, charts, attachments, and exhibits should be listed separately by number, title and page number.

#### **3. Page Numbers and Revisions**

Each page should be numbered and dated. Should revisions be requested, a listing of original pages and replacement pages should be provided. Each revised page should indicate at bottom right corner “Revised--date.” The pattern of page number could be page no of total no of pages i.e. 6-100

#### **4. Executive Summary**

A short (one or two page) narrative summary of the project, including discussion of the project’s energy savings and financing should be included in the Executive Summary.

The following tables must be included:

- 1) A summary of EEM measures for the project (Table 1);
- 2) A summary of the all project costs which includes capital cost, O&M , Associated M&V costs, replacement costs etc. (Table 4-2);

- 3) Maintenance services provided by equipment covered, scope, and frequency (Table 3)
- 4) A cost savings & IRR calculations (Table 4-3); and
- 5) A payment schedule (Table 4-4)

**Savings guarantee. The following statement shall be included:**

“The Contractor guarantees that in each year of the Term following Substantial Completion, the government facility will realize energy savings of at least \_\_\_\_\_ kWh/annum (..... % of baseline value). At current tariff structure, these energy savings have a value of \_\_\_\_\_ Rupees (Rs. \_\_\_\_\_).”

## **5. Existing Conditions**

Document the existing conditions of the Government Facility, including the following information itemized for each building in the Government Facility:

- a) Building physical condition;
- b) Hours of use or occupancy;
- c) Area of conditioned space;
- d) Area of unconditioned space;
- e) Inventory of energy consuming equipment or systems;
- f) Energy consuming equipment operating conditions and loads;
- g) Standards of service and comfort observed (e.g. light levels, ventilation, and temperatures); and
- h) Current practices that unnecessarily increase energy use or impact baseline.
- i) Measurement details and techniques
- j) Type of instruments used

## **6. Energy Efficiency Measures (EEMs)**

EEM--Energy Efficiency Measure Provide a narrative description of each proposed cost effective energy efficiency measure (EEM) to be installed including:

- a. The proposed upgrade, replacement, operational change, or maintenance requirement;

- b. The interface between the proposed EEM and remaining government facility equipment;
- c. The impact on remaining government facility equipment (changes in load, run time, etc.);
- d. Any impact on standards of service and comfort;
- e. Complete Table 1 for all measures.
- f. Describe EEM's analyzed but disqualified under cost effectiveness criteria.
- g. An indication of any altered or new operating or maintenance requirements that will apply due to implementation of the improvements, and an estimate of the cost of any upgrading or maintenance work that the contractor recommends to be undertaken prior to/or during the implementation of the modifications/improvements to maximize their effects

General Information  
 EEM's should be presented in the order that interactions are considered; The measures should be divided into low cost, medium cost and high cost. Energy Management System (EMS) savings must not be calculated as a percentage of total energy use. Each process controlled by the EMS should be analyzed separately, and savings associated with that process improvement calculated; Operation & Maintenance measures should be analyzed for savings in the same manner as other EEMs; An EEM summary sheet must be provided for each measure.

**7. Tariff Structure in Place & Power quality**

Provide detailed tariff structure prevalent in the building and give a comment about the power quality observed during the baseline estimation.

**8. Energy Savings Proposed**

- Provide a detailed energy analysis for each EEM proposed, documenting the estimated annual energy savings.
- Document assumptions on current and proposed equipment operating conditions and energy savings calculations.

- Energy consumption and saving formula used need to be clearly mentioned.

Software Used

#### **9. Government Facility Support Required**

For each EEM proposed, identify any utility interruptions needed and any other Government Facility support that may be required during installation.

#### **10. EEM Installation Schedule**

For each EEM provide a proposed implementation schedule. Include the following milestones:

- a. Design completed;
- b. Permits;
- c. Submittals (plans and specifications);
- d. Equipment/Material acquisition;
- e. Mobilization;
- f. Installation;
- g. Clean up;
- h. Startup/Testing;
- i. Final inspection and Notice of Substantial Completion;
- j. Post installation submittals; and
- k. Training.

#### **11. Disposal Plan for old equipment**

Provide mechanism for disposal of old energy consuming equipment. This need to be finalized in discussion with government facility as per their rules.

#### **12. Hazardous Waste Disposal Plan**

Provide a descriptive hazardous waste disposal plan for the project.

#### **13. Energy Baseline and Savings Measurement**

The Contractor shall establish and document on a site-specific basis:

- a. An Energy Baseline, including data, methodology, and variables used to compute it.
- b. The method it will use to measure energy savings and energy cost savings for each energy type after proposed EEMs have been installed.

- c. The method it will use to verify installed EEM compliance with requirements of General Provision Number 13 (Standards of Service and Comfort).
- d. The method of determining energy savings and compliance with Standards of Service and Comfort annually throughout the contract term.
- e. If a computer program or programs will be used to establish the baseline, modify the baseline, or measure savings, furnish the name of the program, the name, address, and phone number of the program developer or supplier, and descriptive literature. The government facility may require contractor to furnish a properly licensed copy of the program(s) to the State for its use in administering the contract, at no cost to the State. A draft for M&V plan for one option is provided along with.

#### **14. Description of Maintenance Services and Training**

Provide a complete description of the maintenance services Contractor will provide, including schedules. Summarize on Table 3. (Note: refer to Article 3.4 and General Provision Numbers 8 and 10.). Describe any training being provided.

#### **15. Pricing and Project Financing**

Contractor shall complete Table 4, Parts 1-4. This includes a payment schedule with termination value for each year of the contract.

#### **16. Calculations**

- a) All calculations must be complete and easy to follow. Spreadsheet formats must include a description of the assumptions and calculations.
- b) All Formulas should be provided with the performance contract.
- c) Units must be indicated and only so many significant digits as the accuracy of the calculation warrants included.
- d) Weather data source should be described.
- e) Calculation details and supporting documentation shall be placed in an Appendix.
- f) An M & V plan, which is acceptable to all monitoring, verifying and guaranteeing savings from the implementation of EEMs, including identification of monitoring equipment, availability, data collection procedures etc.



**Table -1**

**(Refer Appendix A –Point No 4 Executive Summary)**

**Energy Efficiency Measure Summary**

Company Name: \_\_\_\_\_

Building or Government Facility Name: \_\_\_\_\_

(Aggregates data from summary sheets)

<b>EEM No.</b>	<b>Energy Efficiency Measure (EEM)</b>	<b>Electricity Savings (kWh/yr.)</b>	<b>Peak Demand Reduction (kW)</b>	<b>Fuel Savings (include units)</b>	<b>Energy Cost Savings (Rs./yr)</b>	<b>Estimated Measure Cost (Rs.) from</b>	<b>Estimated Life Measure (years)</b>	<b>Refer to Page(s) of</b>

**Table No. 2**

**(Refer Appendix A –Point No 4 Executive Summary)**

**Summary Sheet for EEM Number \_\_\_\_\_**

Building: \_\_\_\_\_

Name of EEM: \_\_\_\_\_

1. DESCRIPTION (include quantities, types, sizes, locations, etc.

a. Existing Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Proposed Conditions with EEM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. NET FIRST YEAR ENERGY SAVINGS

Fuel Type	Fuel (kW, KW, gallons)	Units (Therms, gallons)	First Year Fuel Savings (kW, Therms, gallons)	Unit Cost for the Fuel	Cost Savings
<b>TOTALS</b>					

3. Cost Estimate Summary of Measure

Materials Rs. \_\_\_\_\_

Labor \_\_\_\_\_

Contingency \_\_\_\_\_

Other (Specify) \_\_\_\_\_

Total Rs. \_\_\_\_\_

4. Expected useful life: \_\_\_\_\_ years.
5. The measure interacts with EEM or MM No(s) \_\_\_\_\_
6. The measure impacts EEM or MM No(s) \_\_\_\_\_
7. Impact on standards of service and comfort.

**Table No. 3**

**(Refer Appendix A –Point No 4 Executive Summary)**

**Maintenance Services**

(Contractor-installed, existing Government Facility)

Building (if appropriate): \_\_\_\_\_

<b>EEM No.</b>	<b>Equipment</b>	<b>Scope</b>	<b>Frequency</b>	<b>Party Responsible (Contractor /Government Facility)</b>	<b>Cost (INR)</b>

**Table No. 4-1**

**(Refer Appendix A –Point No 4 Executive Summary)**

**Price Formula**

Year	Baseline				Post EEM	Savings for Government Facility	Share of savings	Due to CONTRACTOR
	Energy bill- Rs/year 1	Maintenance- Rs/year 2	Others- Rs/year 3	Total- Rs/year 4 (1+2+3)	Energy bill- Rs/year 5	Rs/year 6 (4-5)		% 7
<b>0</b>								
<b>1</b>								
<b>2</b>								
<b>3</b>								

1. For the purpose of payment, annual dues to Contractor calculated as above immediately post PMV, would be determined and signed by both the parties. Payment to Contractor would be released prorata monthly, on the basis of invoice raised for the same by the Contractor.
2. In case of termination of the contract due to whatsoever reason, Contractor shall be paid the termination value at indicated in column
4. For the purpose of determination of savings on annual basis, any variation in the present energy consumption up to 10% shall be ignored and Contractor would continue to get paid as per the rate determined post EEM performance verification as stated in the table above.
5. The cost of salaries to Government Facility maintenance personnel shall not be included as the cost of maintenance.

**Table No.4-2**

**(Refer Appendix A –Point No 4 Executive Summary)**

**Financial Model Capturing all the Cost and Savings should be provided in the performance contract**

(Few of the important costs are indicated below)

<b>Financial Assumptions</b>
<b>Project Cost</b>
<b>Debt Ratio if loan availed</b>
<b>ESCO Loan Amount</b>
<b>ESCO Loan Interest Rate</b>
<b>ESCO Loan Term (yrs.)</b>
<b>ESCO Loan Grace Period (yrs.)</b>
<b>ESCO Equity</b>
<b>ESCO Discount Rate</b>
<b>Other Information</b>

<b>Equipment Costs</b>
<b>Hard Cost</b>
<b>Equipment Costs/Capital Cost</b>
<b>Duties and taxes</b>
<b>Contingency cost</b>
<b>Subtotal Hard Costs</b>
<b><u>Soft Costs</u></b>
<b>Technical Audit Cost</b>
<b>Engineering Costs</b>
<b>Construction Mgmt. Fee</b>
<b>Subtotal Soft Costs</b>
<b>Other costs</b>
<b>Marketing Fee</b>

<b>Project Management. Fee</b>
<b>Legal</b>
<b>Interest During Construction</b>
<b>Subtotal Overhead</b>
<b>Subtotal Hard, Soft and Overhead</b>

<b>Operating Costs</b>
Annual Inflation
Income Tax Rate
Duties and Taxes on Equipment/Services
Duties and Taxes on Services
Depreciation
Equipment Salvage Value
O&M Charges to ESCO
O&M Charges to Facility
M&V Program Term
M&V Program cost

<b>Energy Escalators for Savings</b>
Electricity Energy Cost Escalator
Fuel Energy Cost Escalator
Maintenance Cost Escalator

<b>Operating Costs</b>
Annual Inflation
Income Tax Rate
Duties and Taxes on Equipment/Services
Duties and Taxes on Services
Depreciation
Equipment Salvage Value
O&M Charges to ESCO
O&M Charges to Facility
M&V Program Term
M&V Program cost

<b>Savings and Contract Assumptions</b>
<b>Contract period (yrs.)</b>
<b>Annual Projected Savings</b>
<b>Savings Split to ESCO</b>
<b>Savings Split to government facility</b>
<b>Share Maintenance Savings</b>
<b>Net Savings to Company</b>

<b>Project Return</b>
<b>Project Cost (Amount Financed)</b>
<b>Project Simple Payback</b>
<b>Project IRR ( Overall and separate hard cost &amp; soft costs)</b>



**Table No. 4-3**

**(Refer Appendix A –Point No 4 Executive Summary)**

**Calculation of Cost Savings**

<b>Year</b>	<b>Annual Energy Cost Savings {A}</b>	<b>Maintenance Cost Savings {B}</b>	<b>Other Cost Savings {C}</b>	<b>Gross Savings {D}={A}+{B}+{C}</b>	<b>Savings Total Payments (from Table 4-4) {E}</b>	<b>Net Savings {F}={D}-{E}</b>
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						
<b>7</b>						
<b>8</b>						
<b>9</b>						
<b>10</b>						
<b>TOTAL</b>						

Notes: Include utility rebates in “Other Cost Savings” if they will be included as part of the project.

**Table No.4-4**

**(Refer Appendix A –Point No 4 Executive Summary and Clause 22.1)**

**Payment Schedule and Termination Value**

Payment Summary

<b>Year</b>	<b>Contract Payments {A}</b>	<b>Maintenance Services {B}</b>	<b>Fee</b>	<b>Operations Monitoring Fee {C}</b>	<b>Other (Specify) {D}</b>	<b>Total Payments {E}={A}+{B}+{C}</b>
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						
<b>7</b>						
<b>8</b>						
<b>9</b>						
<b>10</b>						
<b>TOTAL</b>						

Notes: Operations Monitoring Fee equals ..... of Gross Annual Energy Cost Savings.  
 Maintenance service fee is for other than contractor-installed equipment.