Amended and Restated
Global Environment Facility
Grant Agreement

(Additional Financing for Financing Energy Efficiency at MSMEs Project –
Programmatic Framework for Energy Efficiency)

between

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

and

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Originally Dated September 13, 2010
(Amended and Restated on Dec 13, 2016)
AGREEMENT originally dated September 13, 2010, amended and restated on Dec 13, 2016, entered into between Small Industries Development Bank of India ("SIDBI" or "Recipient") and International Bank for Reconstruction and Development ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF").

WHEREAS (A) under a Grant Agreement dated September 13, 2010 between the Recipient and the World Bank, as amended on December 31, 2014 ("Original Grant Agreement"), the Association agreed to provide SIDBI with a first grant in an amount equivalent to nine million fifty thousand United States Dollars ($9,050,000) and, effective January 5, 2015, a second grant in an amount equivalent to five hundred fifteen thousand United States Dollars ($515,000) to assist in financing Parts A1, A2, A3, B, and D2 of the project described in Schedule 1 to the Original Grant Agreement ("Original Project");

(B) under a Grant Agreement dated September 13, 2010 between India and the World Bank, as amended on January 5, 2015 ("Original India Grant Agreement"), the World Bank, acting as an implementing agency of the GEF, has agreed to extend to India, a grant in an amount of two million two hundred fifty thousand United States Dollars ($2,250,000), to carry out Parts A4, A5, C and D1 of the Original Project, on the terms and conditions set forth in the Original India Grant Agreement;

(C) on June 25, 2015 and December 22, 2015, India has requested the World Bank to make specific amendments to the Original Project and to consider extending an additional financing grant in the aggregate amount of five million one hundred ninety thousand United States Dollars ($5,190,000) to assist in the financing of the Project (as hereinafter defined); and

(D) under an Amended and Restated Grant Agreement of even date between the India and the World Bank ("Amended and Restated India Grant Agreement"), the World Bank has agreed to extended an additional financing grant in the amount of one million four hundred twenty thousand United States Dollars ($1,420,000) to assist India in the financing of the Project;

NOW THEREFORE, the Recipient and the World Bank hereby agree to amend and restate the Original Grant Agreement as follows:
Article I
Standard Conditions; Definitions

1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them: (a) in the Standard Conditions; or (b) in the Appendix to this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts A.1, A.2, A.3, B and D.2 of the Project in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that Parts A.1, A.2, A.3, B and D.2 of the Project are carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement:

(a) a grant in an amount equal to nine million fifty thousand United States Dollars ($9,050,000) ("First Grant");

(b) a grant in an amount equal to five hundred fifteen thousand United States Dollars ($515,000) ("Second Grant"); and

(c) a grant in an amount equal to three million seven hundred seventy thousand United States Dollars ($3,770,000) ("Additional Grant") (the First Grant, the Second Grant, and the Additional Grant are collectively referred to herein as the "Grant");

in each case, to assist in financing Parts A.1, A.2, A.3, B and D.2 of the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
3.03. The Grant is funded out of the abovementioned GEF Trust Fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the GEF Trust Fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following: namely that any event has occurred which gives the World Bank the right to suspend disbursements under the Amended and Restated India Grant Agreement.

Article V
Recipient's Representative; Addresses

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is Chief General Manager, Project Management Division.

5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Energy Efficiency Centre, SIDBI, New Delhi Office
12th Floor, Videocon Tower, Rani Jhansi Road
New Delhi 110055

5.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at New Delhi, India, as of the day and year first above written.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the
Global Environment Facility

By

Authorized Representative

Name: Junaid Ahmed
Title: Country Director, India

SMALL INDUSTRIES DEVELOPMENT
BANK OF INDIA

By

Authorized Representative

Name: Ajay Kumar Kapur
Title: Deputy Managing Director
SCHEDULE 1

Project Description

The objective of the Project is to increase demand for energy efficiency investments in target micro, small and medium enterprise clusters and to build their capacity to access commercial finance.

The Project consists of the following parts:

Part A. Capacity and Awareness Building

1. Provision, through SIDBI, of specialized technical advisory services to increase awareness of energy efficiency at selected cluster and plant levels, including the implementation of outreach efforts, dissemination of information on successful projects, and packaging of potential investment proposals in energy efficiency for financing.

2. Provision, through SIDBI, of specialized technical advisory services to selected financial intermediaries.

3. Provision, through SIDBI, of unit level technical advisory services to selected MSMEs in accessing finance, vendor outreach and enlistment.

4. Provision, through BEE, of enhanced linkages to replicate successful technologies in MSMEs, focusing on homogenous clusters by appropriate technology providers.

5. Provision, through BEE, of technical advisory services to: (i) enhance marketing and outreach efforts to selected clusters, skill development of local service providers; (ii) carry out capacity building at industry associations, including awareness on performance indicators in the context of emerging technologies, enabling EE assessment mechanisms, and media products for enhanced awareness and outreach; and (iii) carry out training, audit, BEE certification and enlistment activities.

Part B. Increasing Energy Efficiency Investments (SIDBI)

1. Provision of technical advisory services for the development of an initial pipeline of approximately 730 sub-projects in the energy areas.

2. Provision of technical advisory services and performance-linked sub-grants for carrying out the demonstrations of energy efficiency technologies in selected clusters.
3. Provision of loans, through a revolving fund facility, to support energy efficiency investments.

Part C. Knowledge Management and Sharing (BEE)

Provision of technical advisory services and training for: (i) the design and implementation of a strategic framework; (ii) the facilitation of an appropriate regulatory and market transformation regime; (iii) the facilitation of a mechanism to address market failures; (iv) carrying out of promotion campaigns for the widespread adoption of energy efficiency products and technologies; (v) the identification, customization, and demonstration of selected advanced technologies; (vi) establishing key energy efficiency performance indicators for selected segments of MSME manufacturing; and (vii) skill development initiatives, including knowledge basis for setting up equipment testing/operation and maintenance facilities involving original equipment manufacturers, industry associations, and other stakeholders.

Part D. Project Management

1. Provision of technical advisory services, equipment, goods, and logistical assistance to the BEE's PMU to facilitate the implementation of the Project.

2. Provision of technical advisory services, equipment, goods, and logistical assistance to the SIDBI's PMU to facilitate the implementation of the Project.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Project Implementation Arrangement

1. The Recipient shall maintain a Project Management Unit to oversee the implementation of Parts A.1, A.2, A.3, B and D.2 of the Project and to be responsible for Project design, oversight, reporting and evaluation, implementation of selected outreach and capacity building, and cross-cutting knowledge management activities.

2. The Recipient shall carry out the Project in collaboration with BEE and in accordance with the Memorandum of Understanding.

3. The Recipient shall: (i) carry out Parts A.1, A.2, A.3, B and D.2 of the Project in accordance with the guidelines, criteria, rules and procedures described in the SIDBI Operations Manual; and (ii) except as the World Bank shall otherwise agree, shall not assign, amend, abrogate or waive any provision of the SIDBI Operations Manual. In the event that the provisions of the SIDBI Operations Manual are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall govern.

B. Safeguards

1. The Recipient shall implement Parts A.1, A.2, A.3, B and D.2 of the Project in accordance with the Environmental and Social Risk Management Framework ("ESMF").

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, on a six-monthly basis, reports on the status of compliance with the ESMF, giving details of:

   (a) measures taken in furtherance of the implementation of the ESMF;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF; and

   (c) remedial measures taken or required to be taken to address such conditions.
C. Anti-Corruption

The Recipient shall ensure that Parts A.1, A.2, A.3, B and D.2 of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Sub-Projects

1. The Recipient shall make Sub-Grants to Beneficiaries in accordance with eligibility criteria and selection procedures acceptable to the World Bank, including, inter alia that:

   (a) the Sub-Grant shall be obtained through application to SIDBI;

   (b) the Sub-Grant shall be available to Beneficiaries participating in the Project, and receiving energy technical audit and follow up support by the consultants appointed under the Project; and

   (c) the Sub-Grant shall be a one-time cash payment of up to one million (1,000,000) Indian Rupees or up to 20% of capital expenditure, whichever is lower, upon demonstration of achievement of actual energy savings as defined in the SIDBI Operations Manual.

2. The Recipient shall make each Sub-Grant under a Sub-Grant Agreement with the respective Beneficiary on terms and conditions approved by the World Bank, which shall, inter alia, include the following:

   (a) The Sub-Grant shall be denominated in Indian Rupees.

   (b) The Recipient shall obtain rights adequate to protect its interests and those of the World Bank, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-Grant, or declare to be immediately due and payable all or any part of the amount of the Sub-Grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-Grant Agreement; and (ii) require each Beneficiary to: (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Sub-Grant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Sub-project and the achievement of its objectives; (E)(1) maintain a financial management
system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (2) at the World Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank; (F) enable the Recipient and the World Bank to inspect the Sub-project, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

3. The Recipient shall exercise its rights under each Sub-Grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Sub-Grant Agreement or any of its provisions.

E. Energy Efficiency Investments

1. The Recipient shall make EEI Loans, through the Revolving Fund Facility, to Beneficiaries for purposes of financing Energy Efficiency Investments, in accordance with eligibility criteria and selection procedures acceptable to the World Bank and with the SIDBI Operations Manual, including, inter alia, that:

   (a) the EEI Loan shall be obtained through application to SIDBI;

   (b) the EEI Loan shall be available to Beneficiaries participating in the Project, and receiving energy technical audit and follow up support on terms and conditions satisfactory to the World Bank;

   (c) the EEI Loan shall finance up to 90% of the Energy Efficiency Investment;

   (d) the concessional portion of the EEI Loan to be financed out of the proceeds of the Grant shall be in the amount of up to 25% of the Energy Efficiency Investment; provided, however, that no such portion shall exceed four million two hundred thousand (4,200,000) Indian Rupees or such other amount as may be agreed upon by the World Bank from time to time; and

   (e) no EEI Loan shall be eligible for financing unless the provisions of the Environmental and Social Risk Management Framework have been complied.
2. The Recipient shall make each EEI Loan under an EEI Loan Agreement with the respective Beneficiary in accordance with this Agreement, the SIDBI Operations Manual, and on terms and conditions approved by the Bank, which shall, inter alia, include the following:

(a) that the Beneficiary shall carry out the Energy Efficiency Investment in accordance with this Agreement, the SIDBI Operations Manual, the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient, and the Environmental and Social Risk Management Framework;

(b) that the requirement that each Beneficiary shall procure the goods, works and services to be financed out of the EEI Loan in accordance with the provisions of Section III of Schedule 2 to this Agreement;

(c) that the Recipient shall obtain rights adequate to protect its interests and those of the World Bank, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the EEI Loan, or declare to be immediately due and payable all or any part of the amount of the EEI Loan then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the EEI Loan Agreement; and (ii) require each Beneficiary to: (A) carry out its Energy Efficiency Investment with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the EEI Loan in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Energy Efficiency Investment and the achievement of its objectives; (E)(1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Energy Efficiency Investment; and (2) at the World Bank’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank; (F) enable the Recipient and the World Bank to inspect the Energy Efficiency Investment, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.
3. The Recipient shall exercise its rights under each EEI Loan Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any EEI Loan Agreement or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of Parts A1, A2, A3, B and D2 of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators agreed with the World Bank. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for Parts A1, A2, A3, B and D2 of the Project are prepared and furnished to the World Bank as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than nine (9) months after the end of such period.
Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works and services required for Parts A1, A2, A3, B and D2 of the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(a) Section I of the Procurement Guidelines, in the case of goods, works, and non-consulting services, and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and

(b) the provisions of this Section III, as the same shall be elaborated in the procurement plan dated February 19, 2010 for the Project, prepared and updated from time to time by the Recipient in a manner satisfactory to the World Bank in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works, and Non-Consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works, and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works, and Non-Consulting Services. Other than International Competitive Bidding, the following methods may be used for procurement of goods, works, and non-consulting services for those contracts specified in the Procurement Plan:

| (a) National Competitive Bidding, subject to the additional provisions listed in the Procurement Plan |
| (b) Shopping |
| (c) Direct Contracting |
| (d) Commercial practices acceptable to the World Bank |
C. Particular Methods of Procurement of Consultants' Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants' Services. Other than Quality- and Cost-based Selection, the following methods may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan:

<table>
<thead>
<tr>
<th>(a)</th>
<th>Quality-based Selection</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Least Cost Selection</td>
</tr>
<tr>
<td>(c)</td>
<td>Selection based on Consultants' Qualifications</td>
</tr>
<tr>
<td>(d)</td>
<td>Selection under a Fixed Budget</td>
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<tr>
<td>(e)</td>
<td>Single-source Selection of consulting firms</td>
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<tr>
<td>(f)</td>
<td>Selection of Individual Consultants</td>
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<tr>
<td>(g)</td>
<td>Sole Source Procedures for the Selection of Individual Consultants</td>
</tr>
</tbody>
</table>

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the
amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Training and services under Parts A.1, A.2, A.3, B.1 and B.2 and D.2 of the Project</td>
<td>6,620,328</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-Grants for Sub-Projects under Part B.2 of the Project</td>
<td>500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Incremental Operating Cost under Parts A.1, A.2, A.3, B, and D.2 of the Project</td>
<td>714,672</td>
<td>100%</td>
</tr>
<tr>
<td>(4) EEI Loans for Energy Efficiency Investments under Part B.3 of the Project</td>
<td>5,500,000</td>
<td>100% of the concessional portion of the EEI Loan to be financed out of the proceeds of the Grant</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td><strong>13,335,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

B. **Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) for payments made prior to the date of this Agreement, except that: (i) withdrawals up to an aggregate amount not to exceed $10,000 may be made for payments made prior to September 13, 2010 but on or after February 19, 2010; and (ii) withdrawals up to an aggregate amount not to exceed $9,555,000 may be made for payments made prior to the date of this Agreement but on or after September 13, 2010, for Eligible Expenditures;

   (b) for Sub-Grants, under Category (2), unless the World Bank has received evidence, satisfactory to the World Bank, that the Sub-project for purposes of which a Sub-Grant is sought: (i) has been completed in accordance with the terms, conditions and guidelines described in the SIDBI Operations Manual and Schedule 2, Section I.D of this Agreement; and (ii) SIDBI has confirmed the receipt of a third party verification audit report and its
compliance with implementation of the recommendations included in the
detailed project report; and

(c) for EEI Loans, under Category (4), unless the Revolving Fund Account
has been maintained on terms and conditions acceptable to the World
Bank.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is May
4, 2019.
APPENDIX
Definitions

1. "Amended and Restated India Grant Agreement" means the amended and restated grant agreement of even date between India and the World Bank for the additional financing of Parts A.4, A.5, C and D.1 of the Project and referred to in Whereas (D) in the preamble to this Agreement.


3. "BEE" means Bureau of Energy Efficiency, a statutory body under the India's Ministry of Power, established under the Energy Conservation Act of 2001, with the goal to promote energy efficiency in India.

4. "Beneficiary" means an industrial enterprise as defined in the Micro, Small and Medium Enterprises Development Act, 2006 that is, or will be, receiving a Sub-Grant or an EEI Loan and is, or will be party to a Sub-Grant Agreement or an EEI Loan Agreement.

5. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

6. "Consultant Guidelines" means: (a) except as provided in subparagraph (b) below, the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014); and (b) in the case of contracts financed or to be financed, in whole or in part, out of the proceeds of the Grant, and for which the invitation to bid was issued prior to the date of this Agreement, "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the World Bank in May 2004 and revised in October 2006.

7. "EEI Loan" means a loan, including the concessional portion to be financed out of the proceeds of the Grant, by the Recipient for the purposes of financing Energy Efficiency Investments and meeting the requirements set out in this Agreement and the SIDBI Operations Manual; and "EEI Loans" means more than one EEI Loan.

8. "EEI Loan Agreement" means the agreement referred to in Part E.2 of Section 1 of Schedule 2 to this Agreement.

9. "Energy Efficiency Investment" or "EEI" means an investment to be undertaken by or for the benefit of a Beneficiary, under Part B.3 of the Project, and in respect of which an EEI Loan is to be provided.
10. “Environmental and Social Risk Management Framework” means the Recipient’s Environmental and Social Risk Management Framework, dated January 10, 2010, which sets out a framework for environmental screening of investment grade proposals, actions, measures and policies designed to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts associated with the Project, or reduce such impacts to acceptable levels, or ensure the occupational health and safety of technicians involved, as such Environmental and Social Management Framework may be amended from time to time with the prior agreement of the World Bank.

11. “Grant” means, collectively, the First Grant, the Second Grant, and the Additional Grant.

12. “Incremental Operating Costs” means the incremental costs of compensation of staff of the Recipient and consultants hired as PMU administrative staff, and the reasonable costs for Project-related operational travel, office rental, furnishings, utilities, office supplies, communication expenses, and audit costs for the purposes of Parts A.1, A.2, A.3, B and D.2 of the Project.

13. “Memorandum of Understanding” means the memorandum of understanding, satisfactory to the World Bank, entered into between BEE and SIDBI on April 27, 2010, and clarifying areas of collaboration and ways of cooperation in implementing the Project.

14. “Original Grant Agreement” means the grant agreement dated September 13, 2010, as amended on December 31, 2014, between the World Bank and SIDBI, for the financing of Parts A.1, A.2, A.3, B and D.2 of the Project and referred to in Whereas (A) in the preamble to this Agreement.

15. “Original India Grant Agreement” means the grant agreement dated September 13, 2010, as amended on January 5, 2015 between India and the World Bank for the financing of Parts A.4, A.5, C and D.1 of this Project and referred to in Whereas (B) in the preamble to this Agreement.

16. “Original Project” means the Project described in Schedule 1 to the Original Grant Agreement and referred to in Whereas (A) in the preamble to this Agreement.

17. “Procurement Guidelines” means: (a) except as provided in subparagraph (b) below, the “Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014); and (b) in the case of contracts financed or to be financed, in whole or in part, out of the proceeds of the Grant, and for which the invitation to bid was issued prior to the date of this Agreement,
“Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006.

18. “Project Management Unit” or “PMU” means the Recipient’s Project Management Unit referred to under Part A.1 of Section I of the Schedule 2 to this Agreement.

19. “Revolving Fund Account” means the account opened by the Recipient in its books of account for the provision of EEI Loans in accordance with this Agreement and the SIDBI Operations Manual.

20. “Revolving Fund Facility” means the revolving fund set forth by the Recipient to provide EEI Loans to eligible Beneficiaries for the purposes of carrying out Energy Efficiency Investments under terms and conditions satisfactory to the World Bank.


22. “SIDBI Operations Manual” means the Project Operations Manual, satisfactory to the World Bank, and referred to in Part A.3 of Section 1 of the Schedule 2 to this Agreement, issued by the Recipient on February 19, 2010, as updated on December 4, 2014, for the purpose of carrying out Parts A.1, A.2, A.3, B and D.2 of the Project, setting out, inter alia, work programs, training programs, implementation time-tables, key performance indicators, financial and procurement methods and procedures, approval and selection criteria for Beneficiaries, expected outputs-outcomes, grant limits, rules governing the operation, maintenance, reporting and audit requirements of the Revolving Fund Facility and Revolving Fund Account, terms of reference of various national and local committees, and monitoring and evaluation planning and reporting to be used in the implementation of Parts A.1, A.2, A.3, B and D.2 of the Project, as the same may be amended from time to time with the approval of the World Bank, and such term includes any schedules to the SIDBI Operations Manual.

23. “SIDBI Grant Agreement” means the Global Environment Facility Grant Agreement, of even date herewith, between the World Bank and SIDBI for the financing part of this Project.


25. “Sub-project” means an investment to be undertaken by or for the benefit of a Beneficiary, under Part B.2 of the Project, and in respect of which a Sub-Grant (as hereinafter defined) has been or is to be provided.

26. “Sub-Grant” means a financial incentive provided or to be provided for a Sub-project, whether in the form of a subsidy or deferred revenues.
27. "Sub-Grant Agreement" means the agreement referred to in Part D.3 of Section 1 of the Schedule 2 to this Agreement.