

***Terms & Conditions for BEEE professionals***

**1. General Instructions:**

- a) Every BEEE will follow the terms and conditions laid down herewith and any conditions prescribed by the EMC-Kerala from time to time in fulfilment of its objective of service
- b) The BEEE Empanelment would not in any way mean that the EMC-Kerala would be paying any remuneration to the empanelled professionals
- c) The scope of work of the empanelled professionals will be as per the guidelines prescribed by the EMC-Kerala
- d) The list of valid empanelled BEEEs shall be published by the EMC-Kerala on the website for the utilisation of the client or the building stakeholders who wish to obtain the service for ECBC Compliance check technical assistance.
- e) The Building Stakeholders shall select the suitable BEEE from the list published on the web-portal of the EMC-Kerala and utilize their technical service for the respective project/projects
- f) The BEEEs shall follow the service payments tariffs as may be prescribed by the EMC-Kerala from time to time. In case of any additional charges required to be initiated by the BEEE, it must bring it to the notice of EMC with clarification for the included additional cost and get it to justify the matter.
- g) The empanelled BEEE by agreeing to these Terms and Conditions shall be liable for penalty as per the terms in the event of their failure to adhere to them.

**2. Validity of Service Period**

- a) Every BEEE having empanelled certification from the EMC-Kerala shall have active service for a period of 2(Two) Years from the date of issue of the Certificate by the EMC-Kerala as mentioned in the BEEE Certificate
- b) Upon completing the empanelment period, the BEEE shall remit the validity renewal payment to the EMC-Kerala within 30(Thirty) days (including non-working days) from the date of expiry
- c) The renewal payment for the BEEE Empanelment validity will be applicable for a period of 1(One) year, then upon expiry of validity, the respective BEEE shall remit the annual validity renewal cost
- d) At the time of renewal, every BEEEs shall be assessed by the BEEE Committee of the EMC-Kerala and the final decision on the service continuation of the respective BEEE shall be made by the BEEE Committee
- e) A period of 30 days shall be provided as a grace period for every BEEE to make their validity renewal for service continuation.

### **3. Service Quality Management**

Every BEEE shall be examined and assessed occasionally with a prior notice period. EMC, shall in due course of time adopt a rating system for the BEEEs, File No.EMC/502/2020-PE(ESS) based on the merits of their activities and experience subsequent to their empanelment. Regular documentation of the details of works carried out by BEEEs shall be done, which EMC may utilise while creating an online rating matrix to evaluate BEEEs in future.

### **4. Records of Services**

The BEEE shall keep the records of services provided to the clients and shall submit the details to EMC-Kerala and concerned Government departments as per the request.

### **5. Confidentiality of Information**

Confidentiality shall be maintained for the information relating to the building projects handled by the BEEE. Violation of this clause may result in the removal from empanelment.

### **6. Transparency of Service**

The BEEEs shall provide the details/information regarding the project to the building owner and the concerned government departments/ agencies.

### **7. Standards Management**

The BEEE shall perform the services and carry out their obligations under the empanelment with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The agency shall abide by all the provisions/Acts/Rules etc. of Government of India and Government of Kerala.

### **8. Charges and Tariff management for Technical Support**

The BEEEs shall follow the service payments tariffs prescribed by the EMC-Kerala. In case of any additional charges initiated by the BEEE must provide a clarification for the included additional cost and justify the matter.

### **9. Tax & Duties**

The BEEE shall fully familiarize themselves about the applicable Domestic taxes on the technical support charges collected from the clients. The BEEE shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

### **10. Resolution of Disputes**

Confirmation towards BEEE empanelment and extension of empanelment will entirely be at the discretion of EMC- Kerala.

### **11. Fraud & Corruptions**

EMC-Kerala requires that BEEEs selected must observe the highest standards of ethics during the performance and execution of building projects. In pursuance of this policy, EMC-Kerala :

a) Defines, for this provision, the terms set forth as follows:

1. "Corrupt practice" shall mean the offering, giving, receiving or soliciting of anything of value to influence the action of ECBC compliance check of building projects.
2. "Fraudulent practice" means a misrepresentation of fact(s) to influence the ECBC compliance check or meeting others standards.
3. "Unfair trade practices" mean the supply of services different from what is ordered on, or in variation to the Scope of Work, which were given by the EMC-Kerala.

b) EMC will declare a BEEE ineligible, either indefinitely or for a stated period, for awarding empanelment if it, at any time determines that the professional has engaged in corrupt, fraudulent and unfair trade practice in the ECBC compliance checking of the project executed by BEEE.

## **12. Others**

EMC reserves the right to add or delete or modify the terms and conditions mentioned herein from time to time, with or without consultation with the BEEEs according to the necessity of such regulations as may be found fit.