Engagement of suitable zonal agencies for handholding MSMEs in Conducting Investment Grade Energy Audits (IGEA) based DPRs under ADEETIE Scheme.

Bureau of Energy Efficiency 4th Floor, Sewa Bhawan,
R. K. Puram New Delhi – 110066

Last Date of Submission: 17.11.2026 (03:00 PM)

DISCLAIMER

The information contained in this Request for Proposal (the "**RFP**") document or subsequently provided to Bidder(s) (the "**Addenda**"), whether verbally or in documentary form or any other form by or on behalf of the BEE is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the BEE, to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in making their technical and financial offers pursuant to this RFP (the "**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the BEE in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all the persons, and it is not possible for the BEE its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BEE accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BEE, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.

The BEE also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The BEE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that BEE is bound to select a Bidder or to appoint the Selected Agency and the BEE reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BEE or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BEE shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1.0 LETTER OF INVITATION (LOI)

This Request for Proposal ("RFP") has been issued by the Bureau of Energy Efficiency ("BEE") for "Engagement of suitable zonal agencies for handholding MSMEs in Conducting Investment Grade Energy Audits (IGEA) based DPRs under ADEETIE Scheme".

Request for Proposal (RFP) must be submitted at GeM portal within timeline from the date of publication on GeM portal/Bureau's Website and Central Public Procurement Portal.

Interested Bidders may download the RFP document from the BEE website (www.beeindia.gov.in) from the date of publication on GeM portal.

It is mandatory to submit the proposal through GeM only and also make sure to submit the information in proposal as per desired formats. The Proposals are liable to be rejected if information is not provided in the desired formats or in modified formats.

The Bidding Process can be postponed or cancelled at any time by BEE and no claim shall be entertained on this account. For further details regarding the Bidding Process and the bidding schedule, interested Bidders are requested to regularly visit the BEE website (www.beeindia.gov.in).

Last Date for Submission of RFP: 17.11.2026 (03:00 PM).

In case of any clarifications, interested Bidders may contact: -

Shri Sunil Khandare
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Bureau of Energy Efficiency
Tel :(+91)-11-2676-6751,
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2.0 INSTRUCTIONS TO AGENCIES/FIRMS

2.1 Background Information

The Bureau of Energy Efficiency (BEE), Ministry of Power, Government of India, is implementing the Assistance in Deploying Energy Efficient Technologies in Industries & Establishments (ADEETIE) Scheme for facilitating Micro, Small and Medium Enterprises (MSMEs) in adoption of energy-efficient technologies through interest subvention and technical handholding. The handholding support under the Scheme includes Investment Grade Energy Audits (IGEA), preparation of IGEA-based Detailed Project Reports (DPRs) and Monitoring, Reporting and Verification (MRV) audit and guidance to the MSMEs for accessing attractive finances and implementation of the technologies.

2.2 About BEE

The mission of BEE is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act, 2001 (the "**EC Act**"), with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in all sectors. The setting up of BEE provides a legal framework for energy efficiency initiatives in the country. The EC Act empowers the Central Government and in some instances the State Governments to:

- Notify energy intensive industries, other establishments, and commercial buildings as designated consumers.
- Establish and prescribe energy consumption norms and standards for designated consumers.
- Direct designated consumers to designate or appoint certified energy manager in charge of activities for efficient use of energy and its conservation.
- Get an energy audit conducted by an accredited energy auditor in the specified manner and intervals of time.
- Furnish information with regard to energy consumed and action taken on the recommendation of the accredited energy auditor to the designated agency.
- Comply with energy consumption norms and standards, and if not so, to prepare and implement schemes for efficient use of energy and its conservation.
- Prescribe energy conservation building codes for efficient use of energy and its conservation in commercial buildings State Governments to amend the energy conservation building codes to suit regional and local climatic conditions.
- Direct owners or occupiers of commercial buildings to comply with the provisions of energy conservation building codes.
- Direct mandatory display of label on notified equipment and appliances.
- Specify energy consumption standards for notified equipment and appliance.
- Prohibit manufacture, sale, purchase and import of notified equipment and appliances not conforming to standards.

2.3 Critical Information

Availability of RFP	26.10.2026 (https://gem.gov.in, www.beeindia.gov.in)
Last date for acceptance of queries for Pre-Bid Meeting	04.11.2026 (5:00 PM)
Date for Pre-Bid Meeting	05.11.2026 (through Video Conference (for meeting link contact at arpit.kumar@beeindia.gov.in
Last date for submission of Bid	17.11.2026 (03:00 PM)
Bid Validity Period	180 days
Time and date of opening of Financial Proposals	To be informed later **(only to Technically Qualified Bidders)**
Contact Person for queries	Mr. Sunil Khandare Director, BEE 4th Floor, Sewa Bhawan, R. K. Puram, New Delhi-110066, India Tel:(+91)- **11-2676-6747** Fax: (+91)-1126178352 **Email:** skhandare@beeindia.gov.in
Contact Person for Submission of RFP	Secretary Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R. K. Puram, New Delhi-110066, India Tel: **:(+91) 112676-6704,** Fax: (+91)-1126178352

Note:

a) For attending Pre-Bid Meeting, all the interested Bidders are requested to send the attendee's details (name, company name & phone no.) at skhandare@beeindia.gov.in and arpit.kumar@beeindia.gov.in two days before the meeting. In case the interested Bidders fail to intimate the aforesaid details to the concerned person at the email-id provided above, participation of such Bidder(s) may not be ensured.

b) All the interested Bidders to note that BEE shall use e-mail as a primary mode of communication with the interested Bidders and shall upload, all relevant information pertaining to the Bidding Process, on BEE's website (**http://www.beeindia.gov.in**) and on GeM portal. This information may include any Addenda or Corrigenda to be issued in respect of this Bidding Process, from time to time by BEE. BEE shall not have any responsibility to separately intimate any Bidder regarding any information

uploaded on its official website/on GeM Portal and it shall be the responsibility of the interested Bidders to regularly check the BEE's official website and GeM portal, to be aware of any relevant information and failure to regularly check the website/GeM portal shall solely be attributable to such Bidder.

2.4 Scope of Work

BEE proposes to engage four zonal agencies (North & West, South and East Zones) for providing implementation, technical, coordination, financing facilitation, monitoring and handholding support for successful implementation of the ADEETIE Scheme.

The agencies shall handhold eligible MSMEs in the complete project cycle from promoting the scheme in the focused clusters, seek of expression of interest, facilitate for conducting IGEA-based DPR, guidance in accessing suitable credit facility and implementation of energy-efficient technologies, and coordination for MRV and interest-subvention processes. following are the brief details of the scope of work.

1. Facilitate effective implementation of the ADEETIE Scheme in the assigned geographical zone.
2. Mobilize and handhold eligible MSMEs in identified energy-intensive sectors and clusters.
3. Facilitate preparation and submission of IGEA DPRs.
4. Facilitate MSMEs in approaching Banks/Financial Institutions for financing of eligible energy-efficiency projects.
5. Facilitate and track loan sanction by Lending Institutions.
6. Facilitate adoption and implementation of energy-efficient technologies by MSMEs after financing.
7. The agency must have consent of 25 or more zonal energy auditors as field personnels and their details should be enclosed in the bid.
8. Coordinate with BEE, Ministry of Power, Lending Institutions, associations, AEAs/CEAs/Energy Auditing Firms, MSMEs and other stakeholders;
9. Monitor the progress of MSMEs from registration up to loan sanction, implementation and completion;
10. Facilitate collection and tracking of information required for MRV and interest-subvention processes; and
11. Provide timely reporting, analytics and implementation support to BEE.

Identification and Mobilisation of MSMEs & Target:

- Identify and mobilise eligible MSMEs within the allotted Zone.
- Promote benefits of scheme through industry associations, clusters, MSME networks and other relevant channels.
- Assist eligible MSMEs in registration/onboarding under ADEETIE.
- Maintain a unit-wise database and pipeline of prospective MSMEs.
- Ensure achievement of the assigned target (Milestone):

Milestone	North	West	South	East
End of Month 3	250	250	250	250
End of Month 6	250	250	250	250

End of Month 9	250	250	250	250
End of Month 12	250	250	250	250

2.5 Procedure for Submission of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

(a) It is mandatory to submit the proposal through GeM only. The complete proposal/bid should be submitted on or before 3.00 PM on last date of receipt of proposal. Other mode of submission shall not be accepted. All documents related to proposal must be uploaded in GeM portal.
(b) The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
(c) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or overwriting shall be valid only if they are initiated by the authorized person signing the Proposal.
(d) The proposal shall be signed by the Bidder or duly authorized person(s). The letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.
(e) Proposals received by facsimile shall be treated as defective, invalid and rejected.
(f) Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
(g) No Bidder can modify, substitute, or withdraw the Proposal after its submission.
(h) COVER LETTER: - The cover letter must clearly mention the name, address, telephone and fax no., and email id of the authorized person who will serve as the primary point of contact for all communication. The person who is signing the cover letter and the proposal should have authorization.
(i) Proposal should be a complete document. Each of the document should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Proposal.
(j) The Proposals must be submitted on or before the time and date stated above. BEE does not take any responsibility for the delay and any explanation for the same.
(k) The proposal should contain all the documentary evidences to substantiate the claim for pre-qualification criteria set.
(l) Moreover, agency is supposed to attach a 5 page write up on the methodology it intends to follow to undertake this activity along with timelines for project completion from date of awarding of contract.
(m) Financial Proposal will be opened only for bidders who will be found qualified in meeting the evaluation criterion.
(n) The only one Zone /schedule will be awarded to the Bidder, as outlined in the terms and conditions of the contract.

Note: The Bidder should take enough care to submit all the information sought by the Authority in the desired formats. The Proposals are liable to be rejected if required information's are not provided in the desired formats.

2.6 Technical Proposal:

The Technical Proposal shall have to be submitted as per requirement of the Pre-Qualification Criteria as set out of this RFP. The Technical Proposal shall consist of the following information, inter alia:
The background information that includes an interpretation and understanding of the Terms of Reference or Scope of Work and the activities as mentioned therein (the "**Assignment**");

Work Plan

- Approach and Methodology outlining a clear conceptual and analytical framework for the Assignment;
- Proposed Work Plan outlining clear timeframe and logical steps in conducting the Assignment;
- Shall be structured framework by the agency to effectively conducting IGEA of MSME units, ensuring satisfaction of BEE/Technical Committee, and continuous improvement throughout the project lifecycle;

Team Biodata

- Profile of the team lead (AEA) including Name and brief background, existing experience and expertise that will be of benefit to the proposed assignment.
- Profile of the 2 team members (CEAs) including Name and brief background, existing experience and expertise that will be of benefit to the proposed assignment along with the list of 25 Field personnel (CEAs) willing to empanel and engage with the agency to support the scheme.

2.7 Financial Proposal:

- The Financial Proposal shall be opened only for those Bidders who have been declared as Technically Qualified Bidders after evaluation of their Technical Proposals.

- The Bidders shall submit their Price Bids clearly indicating the cost of Services for 12 months in INR, expressed in both figures and words.

- In the event of any difference between figures and words in the Price Bid, the amount indicated in words will be taken in account. In the event of difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the 2 (two) shall be taken into account.

- The Bidder shall submit their price Bid, encompassing all costs associated with the provision of services throughout the project tenure.

- All the cost at **Annexure-1**, associated with the Assignment, tax liabilities and all applicable overheads / service charges including GST shall be included in the Financial Proposal. The total amount indicated in the financial proposal shall be without any condition attached or subjected to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and liable to be rejected.

- The Financial Proposal in respect of the above Assignment must be valid for entire Contract period from the date of opening of the Financial Proposal. The Format for Financial Proposal is enclosed as **Annexure-1.**

2.8 Terms of Payment

a) Payment shall be made by BEE against the Total Contract Value quoted by the agency in its Financial Proposal, subject to satisfactory performance and achievement of the prescribed targets.

b) The selected agency shall submit quarterly invoices along with a progress report and supporting documents demonstrating the activities undertaken and MSMEs/Units handled and supported during the respective quarter.

Period	**Target of MSMEs/Units per Zone**	**Payment (% of Total Contract Value)**
1st Quarter	250	20%
2nd Quarter	250	25%
3rd Quarter	250	20%
4th Quarter	250	25%
Handover & Completion	—	10%
Total	**1,000**	**100%**

c) Payment shall be released subject to satisfactory performance, verification of the reported activities/targets, and acceptance of the submitted documents by BEE.

d) **Payment of IGEA-based DPR Preparation Fee:**

The approved audit/DPR preparation fee shall be paid separately by BEE, subject to the applicable provisions, guidelines and prescribed ceiling under the ADEETIE Scheme. The payment shall be released in **two instalments** as follows:

Sl. No.	**Milestone**	**Payment**
1.	Upon submission of the IGEA-based DPR and its acceptance by the Technical Committee of the Scheme, as applicable	**50% of the approved audit/DPR fee**
2.	Upon sanction/approval of the loan by the Lending Institution for the concerned MSME/project	**Balance 50% of the approved audit/DPR fee**

The Scheme provides reimbursement of up to Rs. 1.00 lakh per IGEA-based DPR, subject to approval of the project by a Lending Institution. (Rs 75,000/- for DPRs prepared for Micro and Small enterprises units; Rs: 1,00,000/- for Medium enterprises units). Subject to the applicable provisions and guidelines of the ADEETIE Scheme (including all taxes/GST).

The above **IGEA-based DPR** preparation fee shall **not form part of the Total Contract Value** quoted by the selected Zonal Agency for manpower and operational support.

e) The final 10% payment shall be released upon satisfactory completion of the assignment, submission of the final report, and proper handover of all relevant records/data to BEE.

f) All payments shall be subject to applicable statutory deductions, including TDS, as per prevailing rules.

2.9 Other Important Terms & Conditions:

- Bidder can apply for all the zones/schedule (individually) as per their choice as mention below in this RFP. However, only one zone / schedule will be awarded to the one agency.

- While bidding, the agency must have consent of 25 or more zonal energy auditors as field personnels and their details should be enclosed in the bid.
- If a bidder is found to be the Lowest Bidder (L1) for more than one zone/schedule, the work shall be awarded to that bidder for only one zone/schedule. The bidder shall withdraw its bids for all other zones/schedules. For the remaining zone(s)/schedule(s), the next eligible bidder in the order of ranking (L2, L3, and so on) shall be considered for award of work, subject to their willingness to match the L1 rates applicable to the respective zone/schedule. If L2 declines to match the L1 rates, the same opportunity shall be extended to the next eligible bidder, and so on, until a bidder agrees to match the applicable L1 rates.
  Note: The sequence of L1, L2, L3, and so on shall be determined and interpreted separately for each zone/schedule, as applicable.
- The work shall be carried out as per the finalized time schedule and requirements of BEE, providing fortnightly updates (in writing).

2.10 Cost of Proposal

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid. BEE shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the qualifying process. BEE reserves the right to cancel the RFP and is not liable for any outcome due to the action taken.

2.11 Contents of the Proposal

The Bidder is expected to examine all instructions, forms, terms & conditions and TOR as set out under Assignment in the RFP. Failure to furnish all information required for submission of the Bids not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

2.12 Authorized Signatory

- The "**Authorized Signatory**" as used in the bid shall mean the one who has signed the RFP document forms.

- The Authorized Signatory should be the duly authorized representative of the Bidders, for which a power of attorney shall be submitted as part of the Technical Proposal.

- All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Signatory.

- A duly notarized Power of Attorney or any other document consisting of adequate proof of the ability of the Authorized Signatory to bind the Bidder shall be annexed to the Bid.

- BEE may outrightly reject any Proposal not supported by adequate proof of the Authorized Signatory's authority.

2.13 Contact details of the Bidders

The Bidders who want to receive BEE's response to queries should give their contact details to BEE. The Bidders should send their contact details in writing at the BEE contact address indicated under Section 5.2.

2.14 Documents Comprising the Bid

The Proposal prepared by the Bidders shall comprise the following components:

- Correspondence Details.
- Write up on Approach & Methodology and the Work Plan
- Documentary proof to be provided against each criteria mentioned in RFP.
- Consent of 25 field personnels
- Bid Processing Fee of INR 10,000/- (Rupees Ten Thousand Only)
- Bid Security of INR 6,00,000/- (Rupees Six Lakhs Only)
- Technical Proposal, as per qualification criterion provided in the RFP
- Financial Proposal.

2.15 Submission of Bid

BEE shall not be responsible for non-receipt / non- delivery of the Bid due to any reason whatsoever. The Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.16 Bid Processing Fee, Bid Security and Performance Security

A. Bid Security

- The Bidder shall be required to submit Bid Security of INR 6,00,000/- (Rupees Six Lakhs only) in the form of a crossed Demand Draft drawn on any scheduled bank/through online banking, in favour of "**Bureau of Energy Efficiency**" payable at New Delhi. In case of online submission UTR no of the transactions must be provided. (refer account details mentioned on last page of RfP document)
- As per General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are

exempted from submission of Bid Security. In case, a MSE is submitting its Bid as a Bidder then, it shall have to submit its MSME Registration Certificate.

- Bid securities of the unsuccessful bidders shall be returned on or before the 30th day after the award of the contract.

B. Bid Processing Fee

- The Bidders should submit a non-refundable Bid Processing Fee of Rs. 10,000/- (Rupees Ten Thousand Only) at time of submission of the Technical and Financial Proposal to BEE.

- The payment will be accepted in the form of crossed Demand Draft drawn on any scheduled bank/ through online banking, in favour of "**Bureau of Energy Efficiency**" payable at New Delhi. In case of online submission UTR no of the transactions must be provided. (refer account details mentioned on last page of RfP document)

C. Performance Security

- Within 15 (**fifteen) days** of the receipt of notification of award from BEE, the Selected Agency shall furnish the Performance Security in the form of an unconditional and irrevocable Bank Guarantee.

- The value of Performance Security would be 3 % of the total Contract Value.

- The Performance Security shall remain valid for a period of 60 days beyond the date of completion of the Assignment, or for such extended period as may be determined by BEE.

- Bid security will be refunded to the successful bidder on receipt of Performance Security.

2.17 Conflict of Interest

- The Bidder shall not have a conflict of interest that may affect the Bidding Process (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BEE shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to BEE for, *inter alia*, the time, cost and effort of the BEE including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the BEE hereunder or otherwise.
- BEE requires that the Bidder provides professional, objective, and impartial advice and at all times hold the BEE's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the BEE.
- Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(a) the Bidder and any other Bidder have common controlling shareholders or other ownership interest; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or

(f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-consultant). While providing consultancy services to the BEE for this particular assignment, the Bidder (if selected) shall not take up any assignment that by its nature will result in conflict with the present assignment. Additionally, in case of Agency is serving for any other assignment for any of the states/clusters covered under this assignment, the manpower deputed under this assignment cannot be utilized / engaged for the same.

2.18 Language of Bids

The Bids prepared by the Bidders and all correspondence and documents relating to the Bids exchanged by the Bidders and BEE, shall be written in the English language, provided that any printed literature furnished by the Bidders may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.19 Confidentiality

BEE require that recipients of this document to maintain its contents in the same confidence as their own Confidential Information and refrain from any public disclosure whatsoever. The Selected Agency shall have to maintain the confidentiality of the information compiled. In no case, the Bidders would be allowed to use the data or share the information with anyone else, except for the BEE. BEE shall hold the copyrights over any of the data collected or compiled during the course of Bidding Process.

2.20 Amendment of RFP

At any time prior to the last date for receipt of Bids, BEE, may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective Bidders, modify the RFP document by an amendment. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, BEE may, at their discretion, extend the last date for the receipt of bids and/or make other changes in the requirements set out in the RFP.

2.21 Force Majeure

Shall mean and be limited to the following:

- War/hostilities;
- Riot or Civil commotion;
- Earthquake, flood, tempest, lightening or other natural physical disaster;
- Restrictions imposed by the Government or other statutory bodies, in the form of lockdowns etc., which prevents or delays the execution of the Contract by the Selected Agency.
- In the event of any force majeure cause, agency or the BEE shall not be liable for delays in performing their obligations under this order and the completion dates may be extended, for a period not exceeding the period of delay attributable to the causes of Force Majeure. Neither BEE nor agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

2.22 Indemnification

The Selected Agency shall at all times, indemnify and keep indemnified, BEE and its officers servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the Selected Agency or sub-consultant, and / or the servants or agents of the consultant, or any sub-consultant and / or of the BEE).

2.23 Termination of the Bidding Process

BEE shall have the right to terminate this Bidding Process any time before issuing Letter of Award to the Selected Agency in its sole discretion, without assigning any reason for the same.

2.24 Liquidated Damage and Penalty

Delay at any stage in execution of the Contract due to reasons solely attributed to Selected Agency beyond the time schedule as agreed or any extension thereof granted by the BEE shall attract Liquidated Damages at the rate of 1 % of the total Contract Value per week of delay subject to maximum of 10 % of the total Contract Value.

2.25 Termination of Contract

BEE shall have the right to terminate the Contract of the Selected Agency at any time during the duration of the Contract, if the performance of the Selected Agency is found to be unsatisfactory or violation of any clause of the RFP pertaining to execution of the work. For termination of the Contract, BEE shall serve the Selected Agency with a 15 days' written notice, to allow the Selected Agency to clarify its position of unsatisfactory performance observed by BEE. If the clarification provided by the Selected Agency is not up to the satisfaction of the competent authority of BEE, the Contract of the Selected Agency will be terminated.

2.26 Signing of Agreement

The selected agency shall be required to sign an agreement with BEE within one month of awarding the contract by BEE. The agreement shall be valid for the entire contract period.

2.27 Integrity pact

A. An agreement between the prospective vendors/ bidders and the buyer, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract. Only those vendors/ bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- Principal to treat all bidders with equity and reason.
- Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act.
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary.
- Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

B. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Note: Successful bidder shall sign the integrity pact with Bureau of Energy Efficiency (BEE). However, declaration shall be submitted along with the technical bids mentioned at RFP.

Form - Integrity pact -

Declaration Letter on official letter head.

Witness:		Agency/Firm:	
Signature		Signature	
Name		Name	
Address		Designation	
Date		Company	
		Date	

3.0 QUALIFICATION / EXPERIENCE AND ELIGIBILITY OF THE BIDDER

3.1 GENERAL ELIGIBILITY CRITERIA FOR THE BIDDER (Documentary proof to be provided to support submissions made against each criterion)

1) The Bidder entity must be company registered/ incorporated in India.

2) The Bidder is required to submit its Bid as a single Bidder. The Financial and Technical Capacity shall essentially be met by the Bidder.
3) The Bidder must be in active business in energy domain for a minimum period of 4 (four) years preceding the Bid Due Date and should be accruing profits for at least last 3 (three) financial years.
4) The Bidder must have avg. minimum annual turnover of INR 2 (two) Crores or its equivalent in foreign currency, of the last 3 (three) financial years.
5) The Bidder must have adequate capability to deploy sufficient personnel.
6) The Bidder must provide approach and methodology for the activities mentioned in the TOR as part of the Assignment.
7) No Bidder should be involved in any major litigation that may have an impact in affecting or compromising the delivery of Services as required under the Contract.
8) If at any stage of evaluation or during the course of the Contract, any suppression / falsification of such information is brought to the knowledge, BEE shall have the right to reject the Proposal or terminate the Contract, as the case may be, without any compensation to the Bidder.
9) The bidder should not have been blacklisted by Central/State Government Departments/ Undertakings. Also, the bidder should not have been declared NPA (Non-Performing Assets) by any of banking and financial institutions.
10) Neither any penalty should have been imposed upon the bidder for failure to perform any contract as evidenced by imposition of any penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract in the last 3 (three) years. The bidder should certify the same by providing undertaking.

3.2 Qualification and Experience of the Bidder (for related work)

1) Must have experience of execution in similar projects related to energy management / energy efficiency in industries (large or MSMEs).
2) The agency must have core team composition as one Team Lead (AEA) and 2 Certified Energy Auditors (CEAs) having experience at least 10 years in the field of Energy Audit and Energy Efficiency related activities. (Necessary documents along with CV of the officials should be provided to substantiate the claim.)
3) In addition to the above point (2), the agency must have consent of at least 25 AEA/CEAs, willing to work under the said assignment in agreement with the bidding agency. Additionally, ensure to maintain the 25 field personnels throughout the project duration.
4) Must have availability of the bidder's offices in India.

4.0 CRITERIA OF BID EVALUATION AND SELECTION PROCEDURE

4.1 Test of responsiveness

Upon opening of the Bid on GeM at the designated time, the Preliminary Scrutiny of the Proposals will be made to determine:

(a) Whether or not the Proposals are complete, meaning thereby, all the required submissions as part of Proposal are complete;

(b) Whether or not the required Bid Processing Fee and Bid Security have been furnished by the Bidder;

(c) Whether or not MSME Registration Certificate has been provided by the Bidder, in case such Bidder is an MSE;

(d) Whether or not the documents have been properly signed; and

(e) Whether or not all the RFP Forms along with all the supporting documents are in order.

Proposals which are not conforming to such Preliminary Scrutiny shall be outrightly rejected.

4.2 Checklist for considering Responsiveness

Name of the Bidder:

Sl. No	Item	Required Response	Bidder response
1	Has the Bidder submitted the requisite Bid Processing Fee?	Yes	
2	Has the Bidder submitted the MSME Registration Certificate, in case such Bidder is an MSE?	Yes	
3	Has the Bidder furnished the requisite Bid Security?	Yes	
4	Have all the pages of the Bid required to be signed by the Authorized Signatory of the Bidder?	Yes	
5	Has the duly notarized Power of Attorney been submitted in the name of the Authorized Signatory?	Yes	
6	Has the Bidder submitted all the required RFP Forms as part of the Technical Proposal?	Yes	
7	Does the Technical Proposal contain any financial information?	No	
8	Is the Financial Proposal submitted separately?	Yes	

If the response deviates from the above-mentioned required response, the Bid will not be considered for Preliminary Scrutiny.

4.3 Preliminary Scrutiny:

Sl. No	Item	Required Response	Requirement
1	Must be an agency/firm/company registered/incorporated in India.	Yes	Necessary incorporation documents of the Bidder should be provided.

2	Must be in active business in energy domain for a minimum period of 4 (four) years preceding Bid Due Date.	Yes	Necessary documents should be provided
3	Must be earning profit for at least last 3 (three) financial years preceding the Bid Due Date.	Yes	Duly Audited Financial Statements consisting of Balance Sheet & P&L Account for the requisite financial years.
4	Must have annual average turnover of minimum Rs. 2.00 Crore (or its equivalent in any foreign currency) of the last 3 financial years. i.e. 2023-24, 2024-25 and 2025-26.	Yes	Annual turnover of the last 3 (three) FYs i.e. 2023-24, 2024-25 and 2025-26. to be provided. Duly Audited Financial Statements consisting of Balance Sheet & P&L Account for the requisite financial years.
5	Must have 25 minimum employees as on 31st March, 2026.	Yes	Details regarding the requisite number of employees as of 31st March, 2026 must be provided.
6	Must not be involved in any major litigation that may have an impact in affecting or compromising the delivery of Services as required under the Contract.	No	Undertaking should be submitted
7	Must not be blacklisted by Central/State Government Departments/ Undertakings. Also, should not have been declared NPA by any of banking and financial institutions	No	Undertaking should be submitted
8	Neither any penalty should have been imposed upon the bidder for failure to perform any contract as evidenced by imposition of any penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract in the 5 (five) years. The bidder should certify the same by means of an affidavit.	No	Self-declaration on official letter head with sign & seal to be submitted
9	Must not have a conflict of Interest that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified. Whether a situation amounts to conflict of interest or not shall be determined by BEE and its decision shall be final	No	Self-declaration on official letter head with sign & seal to be submitted
10	Must have Team Manager as an Energy Auditor / Energy Manager who have at least 10 years of experience and should be a fulltime employee of the company.	Yes	CVs, Certificate and relevant documents to be attached
11	Approach and Methodology is submitted	Yes	Approach and Methodology should be submitted.

12	Availability of the bidder's office(s) in India	Yes	List of offices in India along with photographs to be submitted.

In case the Bidders do not fulfil the above stated requirement, their Bid shall not be considered for Technical Evaluation.

4.4 Evaluation under Least Cost Selection (LCS)

(a) Evaluation of the Technical Proposals:

In the first stage, the Technical Proposal shall be evaluated on the basis of Bidder's capabilities, experience, approach and methodology, Strength and the widespread presence across India. Only those Bidders who's Technical Proposals score 70 marks or more out of 100 shall qualify for the further consideration.

The scoring criteria of various parameters considered for evaluating the Technical Proposals is as shown in the table below: -

Sl. No.	Evaluation Criteria	Assessment Parameters	Maximum Points
A	Relevant Organisational Experience (refer form 3)	Experience in implementing programmes relating to MSMEs, energy efficiency, renewable energy, climate finance, industrial decarbonisation or similar. • 5 to + years – upto 15 points • 3 to >5 years – 10 points • 1 to >3 years – 5 points	15
B	Experience in MSME Mobilisation & Handholding (refer form 3)	Demonstrated experience in mobilisation, awareness, registration and handholding of MSMEs. • 1,000+ MSMEs – upto 20 points • 500–999 – 15 points • 250–499 – 10 points • 100–249 – 5 points	20
C	Energy-Efficiency / Technology Projects (refer form 3)	Number of energy-efficiency, energy conservation, RE or decarbonisation projects successfully facilitated/implemented for MSMEs/industries. • 100+ projects – upto 20 points • 50–99 – 15 points • 25–49 – 10 points • 10–24 – 5 points	20
D	Experience in preparation of DPR / IGEA / Energy Audit and handholding in accessing suitable finances. (refer form 3)	Experience in preparation/review/facilitation of energy audits, IGEA, DPRs, feasibility studies or investment proposals for energy-efficiency projects. • 100+ DPRs/reports – upto 15 points • 50–99 – 12 points • 25–49 – 8 points • 10–24 – 4 points	15
E	Approach & Methodology	Illustrate the Work Plan and Timeline	10
F	Proposed Team Structure	Experience of the Team Manager AEA and 2 CEAs (Core team) in Energy Efficiency projects and leading similar projects	10
		Consent of at least 25 AEA/CEAs, willing to work under the said assignment in agreement with the bidding agency	10

- All the Bidders securing 70 or more in the Technical Scores i.e. the "Technically Qualified Bidders" shall be eligible for the evaluation of the Financial Proposal. BEE shall notify those Bidders who were able to Technical Score below 70, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- BEE shall simultaneously notify the other Bidders that have been successfully declared as Technically Qualified Bidders and indicate the date and time set for opening the Financial Proposals.

(b) Evaluation of the Financial Proposals:

1) In the second stage, the evaluation of the Financial Proposals shall be carried out wherein the Financial Proposal which is evaluated shall be assigned a Financial Rank (L_F). The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc.

2) The Financial Proposals shall be opened publicly on GeM schedule-wise in presence of the representatives of the Technically Qualified Bidders who choose to attend. The name of the Bidder, and the proposed Price as quoted under the Financial Proposal, shall be read and recorded when the respective Financial Proposals shall be opened.

3) For the purpose of evaluation, the Price Bid shall include all taxes and duties (including GST) and other applicable overheads.

4) If there are any conditions attached to the Financial Proposal, which shall have bearing on the Price Bid as indicated in the said Financial Proposal, BEE shall reject any such Financial Proposals as non-responsive Financial Proposal.

4.5 Selection of Agency

- After evaluation of financial proposals, the Least Cost System (LCS) would be adopted. There would be no weight age for Technical score in the final evaluation. The Bidder holding the financial rank as L-1 shall be declared as a "Selected Agency" and accordingly, a Letter of Award (LoA) shall be issued to the Selected Agency by BEE. The second ranked Bidder (L-2) shall be kept in reserve and may be invited for negotiations in case the first ranked (L-1) Bidder withdraws, of fails to comply with the requirements of this RFP.
- The Selected Agency shall be required to accept the LoA and return the same within 7 (seven) days to BEE.
- Upon receipt of the accepted LoA, BEE shall execute the Contract with the Selected Agency to carry out the Assignment as per the TOR within 15 (fifteen) days.
- In case, the Selected Agency withdraws or fails to sign the Contract, or to submit a Performance Security before the deadline as defined in the RFP, BEE shall have the right to forfeit its Bid Security and suspend its candidature for the period of 18 months, from being eligible to submit Bids for any future tenders issued by BEE.

5.0 RFP FORMS

The Proposal is to be submitted in the following formats along with the necessary supporting documents as listed herein. The Proposal shall be liable for rejection in the absence of requisite supporting documents.

5.1 RFP Form 1: Letter of Proposal Submission

The Secretary,
Bureau of Energy Efficiency 4th Floor, Sewa Bhavan,
R.K. Puram,
New Delhi -110066 India

Sub: TECHNICAL PROPOSAL FOR "Engagement of suitable zonal agencies for handholding MSMEs in Conducting Investment Grade Energy Audits (IGEA) based DPRs under ADEETIE Scheme".

Sir,

The undersigned is the Authorized Signatory of the (name of Bidder), having read and examined in detail the complete RFP in respect of "Hiring zonal agencies for hand holding eligible MSMEs under ADEETIE Scheme." do hereby express their interest to provide Services as specified in the TOR.

Thanking you.

Yours faithfully,

Authorized Signatory

Signature: ----------

Name and Designation of the Authorized Signatory: ----------

Name of the Bidder- - - - - - - - - - - - - - - -

Seal: ...

5.2 Correspondence Details

Our correspondence details are:

1	Name of the Bidder:	
2	Address of the Bidder:	
3	Name of the contact person to whom all references shall be made regarding this RFP:	
4	Designation of the person to whom all references shall be made regarding this Proposal:	
5	Address of the person to whom all references shall be made regarding this Proposal:	
6	Telephone (with STD code):	
7	Mobile No.	
8	Fax No. (with STD code):	
9	E-Mail of the contact person:	

5.3 Document forming part of Proposal

We have enclosed the following:

RFP Form 2: Eligibility and Other details
RFP Form 3: Prior Experience
RFP Form 4: Approach and Methodology and Proposed Work Plan including the timelines with excel based chart
RFP Form 5: Declaration Letter in respect of Pending Litigation and Blacklisting or Debarment.
RFP Form 6: Resumes of the members in the proposed team and list of 25 field personnels
RFP Form 7: Bid Security of INR 6, 00,000/- (Six Lakh only) (*wherever applicable*)
Integrity Pact (Undertaking).
Annexure 1 - FINANCIAL PROPOSAL
Bid Processing Fee of INR 10,000/- (Rupees Ten Thousand Only per Zone /schedule)
Registered Power of Attorney executed by the Bidder in favor of the Authorized Signatory, certifying him/her as an authorized signatory for the purpose of this RFP.

(*Bidder shall mention the Form No. clearly over the respective enclosure of the Technical Proposal*)

We hereby declare that our Proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name :
Designation :
Seal :
Date :
Place :
Business Address:

Witness: _____ Signature Name Address

Date _____ _____

5.4 RFP Form 2: Eligibility and Other Details

1	Name of the Bidder:			
2	Year and Place of Registration/Incorporation:			
3	Total No. of Employees:			
4	Experience in implementing programmes relating to MSMEs, energy efficiency, renewable energy, climate finance, industrial decarbonisation or similar.			
	Demonstrated experience in mobilisation, awareness, registration and handholding of MSMEs.			
	Number of energy-efficiency, energy conservation, RE or decarbonisation projects successfully facilitated/implemented for MSMEs/industries.			
	Experience in preparation/review/facilitation of energy audits, IGEA, DPRs, feasibility studies or investment proposals for energy-efficiency projects.			
	Total Number of years of work experience.			
		FY 2023-24	FY 2024-25	FY 2025-26
5	Annual Turnover from Consultancy Services**			
6	Net Worth **			

* Enclose a copy of Registration document

** Enclose a copy of Audited Financial Statement

5.5 RFP Form 3: Prior Experience

Instructions:

- Please indicate the experience of agencies in the format provided below;
- Mention the details of the assignments directly related to the relevant field. Firms having larger experience must furnish the details of all other similar assignments separately in the same format as provided below.
- Kindly Note, the Bidder shall mention the details of assignments completed during last 3 (Three) years preceding the Bid Due Date.

Name of Bidder:	
Name of the assignment undertaken:	
Nature of assignment:	
Assignment (Direct Contract/Sub-contract)	
Description of assignment:	
Approx. value of the contract (in INR):	
Country:	
Location within country:	
Duration of assignment/job (months) :	
Name of Employer:	
Address and contact details of the Employer:	
Total no. of staff-months of the assignment:	
Approx. value of the assignment provided by your firm under the contract (in INR):	
Start date (month/year):	
Completion date (month/year):	
Total duration (months)	
Name of associated consultants, if any:	
Name of senior professional staff of your firm Involved and functions performed.	
Description of actual assignment provided by your staff within the assignment (*attach separate sheet if required*):	

Note: Please attach Letter of Intent or Purchase Order or certificate of successful completion for each assignment, from the respective Employer(s).

5.6 RFP Form 4: Approach and Methodology and Proposed Work Plan including the timelines with excel based chart

Instructions:

- Explain your:
  - Understanding of the objectives of the Assignment;
  - Approach to the Assignment;
  - Methodology for carrying out the activities and obtaining the expected output; and
  - The degree of detail of such output.
- You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them.
- You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(*upto maximum of 4 pages*)

Note: Duration of activities shall be indicated in the form of a Bar Chart.

5.7 RFP Form 5: Declaration Letter in respect of Pending Litigation and Blacklisting or Debarment

[On the letterhead of the Bidder]

To,
The Secretary,
Bureau of Energy Efficiency,
4th Floor, Sewa Bhawan,
R.K. Puram Sector-I, New Delhi -110066

Sub: Declaration in respect of Pending Litigation and Blacklisting and Debarment

We, …… [insert the name of the Bidder], having address at……., hereby declare that, we are not involved/ or have any pending major litigation that may have an impact of affecting or compromising the delivery of Services as required under this Assignment.

We have not been debarred or black-listed by any Central / State Government / Public Sector Undertaking in India.

Yours Sincerely,

Authorized Signatory: _____ Name and
Designation of the Authorized Signatory: _____
Name of the Bidder: _____ Seal: _____

Annexure – 1

(To be submitted in bidder's letterhead)

FORMAT FOR FINANCIAL PROPOSAL

To,
The Secretary,
Bureau of Energy Efficiency,
4th Floor, Sewa Bhawan,
R.K. Puram Sector-I, New Delhi -110066

Subject: FINANCIAL PROPOSAL FOR "Engagement of suitable zonal agencies for handholding MSMEs in Conducting Investment Grade Energy Audits (IGEA) based **DPRs under ADEETIE Scheme".**

I / We, the undersigned, offer to provide the Service for the captioned Assignment in accordance with your Request for Proposal dated [*insert date*], and the submissions made under our Technical and Financial Proposals at the price quoted below as our "Price Bids".

Price Bid: - **Financial Offer for Zone:……**

S. No.	Description	Nos	Amount (inclusive of GST) (Rs.)
1	Manpower Cost		
	Project Manager (AEA)	1	
	Team member (CEAs)	2	
2	Operational expenses (Cluster level outreach; coordination supports to field personnels and stakeholders etc.)	lumpsum	
	Total Cost		
	Note: *Renumerations of IGEA based DPR will be borne by BEE as per guidelines of the scheme and further, fees towards M&V will be borne by BEE.(As per scheme upto Rs. 1,00,000/- for medium and upto Rs. 75,000/- for small & micro level unit will be provided by BEE to Agencies)*		

i) The bidder may quote for one, two, three or all four zones, namely North, West, South and East.
ii) For each zone quoted, the bidder shall submit a separate consolidated financial offer using the above format.
iii) **The Financial Proposal shall take into account all** associated cost with the Assignment, tax liabilities and all applicable overheads / service charges including GST in the Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from any contract negotiations with BEE, up to expiration of the term of the Contract (if awarded).

We confirm that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand and accept that BEE is not bound to accept any Proposal it receives pursuant to the RFP dated 17.11.2026.

Yours Sincerely,

Authorized Signatory: _____
Name and Designation of the Authorized Signatory: _____
Name of the Bidder: _____
Seal: _____

5.8 RFP Form 6: Resumes of the Team Manager (one AEA) and Team members (2 CEAs) in the proposed team.

Agency/Firm shall submit full resumes of the Team Manager and other members of the team proposed for the assignment, including contact information as per the following format (in max. 2 pages).

1) Name:
2) Complete Contact Information:
3) Proposed Position:
4) Educational Qualification:
5) Employment Record:
6) Relevant Work Experience / Work Undertaken that best illustrates capability to handle the proposed task:
7) Certification / Signature:

Note: The agency is also required to attach the consent of 25 or more zonal energy auditors as field personnels and their list with brief profile.

5.9 RFP Form 7: Bid Security Format

B.G. No. …….. Dated:……...

In consideration of you, The Secretary, Bureau of Energy Efficiency, having its office at 4th Floor, Sewa Bhavan, R.K. Puram Sector – I, New Delhi – 110066 (hereinafter referred to as the "**BEE**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of Mr./Ms./M/s ..... {a company registered under the Companies Act, 1956/ 2013/ LLP/ Partnership Firm/ Sole Proprietorship Firm registered under the relevant laws of India} and having his/her/its {registered office} address at …… (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), in respect of the **"Engagement of suitable zonal agencies for handholding MSMEs in Conducting Investment Grade Energy Audits (IGEA) based DPRs under ADEETIE Scheme.**'' (hereinafter referred to as the "**Assignment**") pursuant to the RFP Document dated .....issued in respect of the Project (the "**RFP**"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby in terms of the RFP (hereinafter referred to as the "**Guarantee**"), irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BEE an amount of **Rs.6,00,000/- (Rupees Six Lakhs only)** as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.

1. Any such written demand made by BEE stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

2. We, the Bank, do hereby unconditionally undertake to pay the aforesaid amount due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BEE is disputed by the Bidder or not, merely on the first demand from BEE stating that the amount claimed is due to BEE by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set-forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.6,00,000/- (Rupees Six Lakhs only).**

3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and for the claim period as prescribed by law, or for such extended period as may be mutually agreed between BEE and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

4. We, the Bank, further agree that BEE shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said RFP, and the decision of BEE that the Bidder is in default as aforesaid shall be final and binding on us,

notwithstanding any differences between BEE and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, BEE shall be entitled to treat the Bank as the principal debtor. BEE shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to BEE, and the Bank shall not be released from its liability under these presents by any exercise by BEE of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of BEE or any indulgence by BEE to the said Bidder or by any change in the constitution of BEE or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for BEE to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which BEE may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BEE in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.6,00,000/- (Rupees Six Lakhs Only)**. The Bank shall be liable to pay the said amount or any part thereof only if BEE serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date and claim period as prescribed by law)].

13. This Bank Guarantee no. _____, dated _____shall also be operative in New Delhi and if invoked, be encashable at the _____[name of the Bank and its branch in New Delhi], branch code no.: _____

Signed and Delivered by ..... Bank

By the hand of Mr./Ms. ……., its ..... and authorized official.

(Signature of the Authorized Signatory of the Bank)

(Official Seal)

BEE Account details

Beneficiary Name	Bureau of Energy Efficiency
Account Number	89830100010654
Bank Name	Bank of Baroda
IFSC Code	BARB0VJBCPL
Branch	Bhikaji Cama Place New Delhi - 110066