

**Request for Proposal for Engagement of Agency for hiring International subject matter  
Technical Experts for PAT Scheme of Bureau of Energy Efficiency**

**Prepared By**



**Bureau of Energy Efficiency  
Ministry of Power, Government of India**

**To be submitted to,**

**The Secretary,  
Bureau of Energy Efficiency,  
4th Floor, Sewa Bhawan,  
R. K. Puram, New-Delhi 110 066.**

**Last date of Submission of RfP: 4<sup>th</sup> May 2023**

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## **1.0 Letter of Invitation**

### **1.1 Advertisement**

**This Request for Proposal (RfP) document is for engagement of agency for hiring International subject matter technical Experts for PAT Scheme of Bureau of Energy Efficiency.**

**The Government of India has set up Bureau of Energy Efficiency (BEE) (Website: [www.beeindia.gov.in](http://www.beeindia.gov.in)) on 1<sup>st</sup> March, 2002 under the provisions of the Energy Conservation Act, 2001. The mission of Bureau of Energy Efficiency is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act, 2001 with primary objective of reducing energy intensity of the Indian economy. Overcoming barriers for financing of energy efficiency is a key policy goal.**

**The objective is to hire an agency who shall in turn hire International technical subject matter Experts for BEE to work under its PAT Scheme, initially in the energy intensive sectors (Iron & Steel, Cement, Aluminium, Pulp & Paper, Petrochemical, Refinery and Textile), one for each sector, initially for a period of 1 (one) year basis which may be extended on requirement. The International experts. The agency shall be hired for a period of two years or may be extended on requirement.**

**This RfP is to facilitate BEE to bring in the internationally available latest & emerging low carbon technologies in Industries under PAT scheme, contributing to Energy Efficiency, CO2 emission reduction & resource efficiency leading towards net Zero emissions through its implementation in India. Also, the energy efficient low carbon technologies under Research & Development shall be identified for further enhancement of its research & tailor made for implementation in Indian industries. Demonstration of such technologies in India shall be the one of the objectives of hiring the expert who shall guide for implementing few technologies in each sector on pilot basis.**

**BEE has initially identified the following Energy Intensive sectors in which experts are required with international experience. They are: Iron & Steel, Cement, Aluminium, Petrochemical, Refinery, Textile and Pulp & Paper. However, the scope of work may be increased to hire international experts covering other sectors under PAT scheme.**

**Interested agencies/firms may download the RfP document from the website: [beeindia.gov.in](http://beeindia.gov.in). In case the RfP is downloaded, intimation may be sent at the email id: [anshuyadav@beeindia.gov.in](mailto:anshuyadav@beeindia.gov.in) in the absence of such intimation, the bid shall be treated as non-responsive. The submission of the RfP document must be accompanied with the payment of the bid processing fees of Rs.5,000/- (INR Five Thousand only). The payment will be accepted in the form of crossed demand draft on any scheduled bank, payable at par in New Delhi in favour of "Bureau of Energy Efficiency, New Delhi".**

## 1.2 Mode of Hiring International experts:

BEE intends to hire the international technical experts initially in the following energy intensive sectors Iron & Steel, Cement, Aluminium, Petrochemical, Refinery, Textile and Pulp & Paper).one for each sector, initially for a period of one year on contract basis, which may be extended on requirement, through the agency having multilateral exposure in the field of energy efficiency & climate change and having experience of regular interaction with international bodies on industrial, policy matters & future developments through advisory & consultative process. The agency shall be Government/non-Government/non-profit industry led & industry managed Organization or Institution.

## 1.3 Last Date for Submission of RfP: 4<sup>th</sup> May 2023

Interested agencies/firms may contact Mr Vivek Negi, Joint Director, BEE, Mob:(+91)-8126844581, Email: [vivek.negi@beeindia.gov.in](mailto:vivek.negi@beeindia.gov.in) for any clarification related to this RfP and to attend the pre-bid meeting.

## 1.4 Critical Information

Availability of RfP document	05/04/2023
Last date for acceptance of queries	20/04/2023
Date for pre-bid meeting	21/04/2023 (online/physical mode)
Last date for receipt of RfP document	04/05/2023, 15:00 Hrs
Place, time and date of opening of technical proposals	04/05/2023, 15:30 Hrs. BEE office
Place, time and date of opening of financial proposals	To be informed later (only to technically qualified bidders)
Validity of RfP document	90 days from the date of bid opening
Timeline to complete job	2 years from date of award of work order
Contact Person for queries	Shri. Vivek Negi, Joint Director; <a href="mailto:vivek.negi@beeindia.gov.in">vivek.negi@beeindia.gov.in</a> ,
Submission of RfP address to	The Secretary, Bureau of Energy Efficiency4 <sup>th</sup> Floor, Sewa Bhawan, R. K. Puram, New Delhi-110066, IndiaTel:(+91)-112676-6700, Fax: (+91)-1126178352

**Note: BEE will use Email as a primary mode of communication and will upload all relevant information on BEE website (<http://www.beeindia.gov.in>)**

## **2.0 About BEE**

The mission of Bureau of Energy Efficiency (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 (EC Act), 2001 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 Bureau of Energy Efficiency (BEE) provides a legal framework for energy efficiency initiatives in the country. The 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.

## **2.2 Background**

Recognizing the fact that efficient use of energy and its conservation is an essential part of India's goals to mitigate the gap between demand and supply and to promote economic competitiveness, the Government of India enacted the Energy Conservation Act-2001. The Act provides for institutionalizing and strengthening delivery mechanisms for energy efficiency services in the country and provides the much-needed coordination between the various organizations and stakeholders, within the Government and in the private sector.

Schedule to EC Act provides list of 15 energy intensive industries and other establishments to be notified as designated consumers (DC).

BEE has sector experts working under the different sectors of PAT scheme. These experts have work experience in industry within India. However, they do not have much expertise of latest developments happening internationally on emerging low carbon technologies, energy efficiency in industries abroad, emerging technologies in R&D stage, technologies in implementation stage in industries abroad & policy programmes w.r.t. net zero emission, being implemented internationally.

The Ministry of Power has advised BEE to hire International experts having wide exposure to the latest developments in the Energy Intensive sectors such as Iron & Steel, Cement, Aluminium, Textile, Petrochemical, Refinery and Pulp & Paper which are covered under the PAT scheme. In this regard, an agency is to be engaged for hiring of International experts in these sectors.

### **2.3 Brief about PAT under NMEEE**

In 2008, Government of India announced 'National Action Plan on Climate Change (NAPCC)', identifying eight missions to promote inclusive growth in the country. The National Mission for Enhanced Energy Efficiency (NMEEE) is one of the eight identified missions under NAPCC. One of the initiatives under NMEEE is Perform Achieve and Trade (PAT) scheme; which is a market-based mechanism having the objective to enhance energy efficiency (target based) in the country with an option to trade the additional energy savings, in the form of energy saving certificates. Bureau of Energy Efficiency (BEE) under Ministry of Power (MoP) is implementing this scheme in 13 energy intensive sectors namely- Thermal Power Plants, Aluminum, Pulp & Paper, Chlor- Alkali, Cement, Iron & Steel, Textile, Fertilizer, Refinery, Petro-chemical, Railways, DISCOM, & Buildings.

### **2.4 Objective of the Request for Proposal (RfP)**

**The objective is to hire services of an agency for International technical subject matter Experts for BEE to work under its PAT Scheme, in the following energy intensive sectors (Iron & Steel, Cement, Aluminium, Petrochemical, Refinery, Textile and Pulp & Paper.), one for each sector, initially for a period of 1 (one) year basis which may be extended on requirement. The agency shall be hired for a period of two years or may be extended on requirement.**

**This is to facilitate BEE to bring in the internationally available latest & emerging low carbon technologies in Industries under PAT scheme, contributing to Energy Efficiency, CO2 emission reduction & resource efficiency leading towards net Zero emissions through its implementation in India. Also, the energy efficient low carbon technologies under Research & Development shall be identified for further enhancement of its research & tailor made for implementation in Indian industries. Demonstration of such technologies in India shall be the one of the objectives of hiring the expert who shall guide for implementing few technologies in each sector on pilot basis.**

**BEE has initially identified the following sectors in which experts are required with international experience. They are: Iron & Steel, Cement, Aluminium, Petrochemical, Refinery, Textile and Pulp & Paper. However, the scope of work may be increased to hire international experts covering other sectors under PAT scheme.**

- (i) The agency shall prepare a time bound work-plan & deliverables of the experts hired, in consultation with BEE & the technical committee & monitor the work progress
- (ii) The agency shall form an Advisory group consisting of sectoral expert / industry / academia / BEE, etc. to fulfill the objectives of the work
- (iii) The agency shall be responsible for coordinating & holding all meetings, visits to industries & work in close coordination with BEE.
- (iv) The agency shall facilitate all types of clearances, work permits, visas, etc. from Government/National or International bodies for hiring of the international experts for working in India including the travel/documentation required to work in India
- (v) The agency shall pay all the remunerations to the international experts as per norms followed nationally/international, which shall be reimbursed by BEE on actuals to the agency
- (vi) The agency shall provide sitting space / office premises & all other administrative support & requirement for all the experts
- (vii) The agency shall confirm the readiness of International experts and their availability. They shall deploy them within 45 (fortyfive) days of issue of LoA
- (viii) The agency shall provide a replacement of the international experts if they withdraw his services/or if they are engaged in inappropriate activities against the interest of BEE or country / or if their performance is not found to be suitable by BEE or is incompetent, within a period of 30 (thirty) days
- (ix) If any additional international technical experts are required to be hired by BEE in other sectors, the agency shall provide the same within a period of 45 (fortyfive) days from the date of intimation.
- (x) The agency shall provide replacement of expert, if required, having different field/ process expertise in accordance to the requirement, within a period of 30 (thirty) days.
- (xi) The agency shall take appropriate actions if there is any change in law of the country. All force majeure conditions shall be laid down while hiring the international experts.
- (xii) All appointments of international experts shall be construed in accordance with the law of Union of India

The agency shall have its team deployed to meet **3.0 SCOPE OF THE WORK:**

**3.1 The scope of work for the engagement of International Experts by the agency is as follows for the industries covered under PAT scheme initially in the following sectors, viz.: Iron & Steel, Cement, Aluminium, Petrochemical, Refinery, Textile and Pulp & Paper:**

- (xiii) The agency shall be hired for a period 2 (two) years which may be extended based on the requirement after satisfactory performance initially.



- (xiv) The agency shall be responsible of hiring of International subject matter experts, one in each of the following sectors in the field of Energy Efficiency for the PAT Scheme of BEE in the following sectors:
- Iron & Steel
  - Cement
  - Aluminium
  - Petrochemical
  - Petroleum Refinery
  - Pulp & Paper
  - Textile
- (xv) However, the scope may be increased to hire more experts covering other sectors under PAT scheme.
- (xvi) The agency should hire international technical experts for all the above sectors and shall quote for all the above mentioned sectors, failing which the agency shall be disqualified.
- (xvii) The international technical experts shall be hired for a period of one year initially with provision of extension on satisfactory work & after performance assessment.
- (xviii) The agency shall ensure to provide relevant experienced technical experts. The relevant experts shall be provided based on the requirement to achieve the objective. However, different experts for each sector may be required to be placed having different field/ process expertise in accordance to the requirement from time to time.
- (xix) The international expert may hired directly by the agency or through any international institutions.
- (xx) The agency may have tie-ups / MoUs with one or more different Institutions / Universities / Organisations for different sectors.
- (xxi) The agency shall prepare the detailed scope of work for the international technical experts along with the technical qualifications, experience, remuneration, etc. after discussion, with approval of BEE.
- (xxii) The agency shall provide a list of at least 3 (three) international technical experts for each sector, who will be hired for final selection by BEE.
- (xxiii) The agency shall provide a clear overview of all proposed experts. It needs to be clearly indicated how the knowledge of the experts covers the professional experience of industry
- (xxiv) The agency shall coordinate between BEE & the international experts for all technical & non-technical aspects so as to fulfill the aims & objectives for which the expert is being hired
- (xxv) the objectives & shall designate one of their persons as 'Team Leader' having at least 15 years domain experience and one of the team members must be AEA. A minimum of three persons shall be as a part of the team
- (xxvi) The role of 'Team Leader' shall be:

- a. To prepare an action plan & deliverables of the experts hired, in consultation with BEE & the technical committee
  - b. To interact with the experts & monitor the work progress of the experts
  - c. To look into the actual requirement of the sector / sub-sector experts based on the deliverables & place a suitable expert for achieving the target
  - d. To coordinate the whole work plan with BEE, the agency, technical expert and different committees. He shall act as the Team lead / head of the entire work
- (xxvii) The agency shall hire the Sectoral international technical experts as well its own team who meet the following requirement:
- Sectoral experience & knowledge on energy efficiency in large industries
  - Experience of sectoral policies on energy efficiency & its effect on climate change – Regional as well as international policies to boost the sector
  - Experience & knowledge of identification & selection of existing and expected future energy efficient low carbon technologies in the respective sectors
  - Knowledge of Research work being done in low carbon technology in the field of energy efficiency of large industries & its future scope for demonstration for moving towards Net-Zero emissions
  - Knowledge of carbon footprint & emissions in large industries & its mitigation potential through energy efficiency, low carbon technologies, fuel switch, renewable energy, Green Hydrogen, Biomass/biofuels as fuel replacement, or CO2 mitigation through any other means
  - In-depth knowledge of the process in the sector for which he is being hired
  - Familiarity/interface with multilateral agencies, Universities, Institutions working in the field of energy efficiency & climate change
  - Detailed observations and analysis of the key sectoral problems/barriers pertaining to Energy Efficiency in Indian context
  - Providing solutions for identified barriers with the relevant international experience case studies of similar nature
  - Facilitating international visits to the plants where similar technologies have been implemented
  - Support in pilot implementation of the technologies
  - Apart from above, it is desired that the International technical experts may have one of the International Certifications like:
    - CEM
    - CMVP
    - EEP
    - BEP
    - IEP
    - CEA

- CBCP
- Usage of Energy Efficiency tools/software for monitoring the Energy Efficiency Index at Unit level.

### **3.2 Expectations from International technical experts:**

The international subject matter technical experts to be hired shall:

- Assist BEE in all technical aspects in respective sectors
- Assist BEE in identifying the technological gaps & bringing emerging low carbon energy efficient technologies available / under development internationally
- To prepare a roadmap for BEE for bringing in emerging energy efficient low carbon technologies & its implementation in industries with financial requirement, to meet the NDC targets
- Assist BEE in developing energy efficient technology centre of international level in the sectors covered under the PAT scheme
- Assist BEE in developing & deploying / implementing energy efficient low carbon technologies on pilot basis
- To assist BEE for monitoring the installation, trial, quality testing & commissioning and seeking approvals of the new equipment / technology setup proposed by the expert
- Assist BEE in technical knowledge development of its national sectoral experts/certified energy managers/energy auditors through capacity building & training with his knowledge & experience
- Assist BEE in moving forward towards zero emissions in large industries through appropriate interventions for reduction of CO2 emissions emanated from fossil fuels
- To assist BEE by providing solutions for identified barriers with the relevant international experience case studies of similar nature
- To facilitate international visits to the plants where similar technologies have been implemented
- To provide technical support in pilot implementation of the low carbon technologies
- Assist BEE in bringing investments from multilateral agencies along with the energy efficient technologies for implementation in India
- Assist BEE to undertake investment decisions of implementation of low carbon energy efficient technologies
- Assist BEE in developing MoUs / tie-ups with multilateral agencies, Universities & Institutions working in the field of Energy Efficiency & Climate Change
- Any other work assigned by BEE related to meet the objective

### **3.3 Tentative details of the International experts to be hired:**

- **Professional Qualifications:** Expertize in the field of Energy Efficiency and Climate change in the respective sectors. The individuals to be posted as experts shall be: Post graduation in Engineering (Mechanical, Chemical, Electrical, Industrial engineering, etc) from recognised International University / Institution. Doctorate degree or Industrial Management degree shall be of added advantage
- **Professional Experience:** At least 15 years of experience in the Industry in which the expertise is desired with at least 10 years in energy auditing / energy management & production / process / project implementation experience
- **Remuneration:** As per National / International standards having following major components:
  - **Expert days (per day charges):** Fixed charges on physical presence in India and/or Virtual 'Work from Home/ Remote'
  - **Per diem on number of travel days:** Fixed cost
  - **Reimbursable on actuals:** Transport cost including Air/Road/Train), Visa & work permit charges. Any other charges for documentation, etc required for travelling/working in India shall also be reimbursed on actuals. Hotel expenses & taxi fare if travel is outside New Delhi, shall also be reimbursed on actuals as per the standards, if the same is not booked through BEE
  - **Duration of work:** The experts shall be available to undertake up to maximum of 2 travels in a month to India. Each visit to India shall be for 5 workdays in India, excluding 2 days for traveling to/from India. He may also be required to travel within India within this period. He may also be required to 'Work from Home/ Remote', within the above said period of 5 workdays of twice a month (i.e.; total ten working days in a month) to complete the work when he is not required to be present in India. During the period of 'Work from Home/ Remote', he shall not be paid any travelling/transport cost. However, there may be no requirement of any work in some month(s) in a year, which shall be decided by the technical committee & BEE. The requirement of international experts shall be communicated one month in advance.

#### 4.0 TIMELINES

- The agency shall be hired for a period 2 (two) years which may be extended based on the requirement after satisfactory performance initially
- The international technical experts shall be hired for a period of one year initially with provision of extension on satisfactory work, after performance assessment
- The agency shall confirm the acceptance of International experts & shall deploy them within 45 (fortyfive) days of issue of LoA
- The agency shall provide a replacement of the international experts if they withdraw his services/or if they are engaged in inappropriate activities against the interest of BEE or

country / or if their performance is not found to be suitable by BEE or is incompetent, within a period of 30 (thirty) days

- If any additional international technical experts are required to be hired by BEE in other sectors, the agency shall provide the same within a period of 45 (fortyfive) days from the date of intimation.
- The agency shall provide replacement of expert, if required, having different field/ process expertise in accordance to the requirement, within a period of 30 (thirty) days

#### **4.1 Submittals**

The organization is invited to submit a proposal outlining tasks execution and the timeline for the project.

##### **4.1.1. Technical Proposal:**

The technical proposal should include:

- a) Organization background
- b) Organization's suitability for this activity
- c) Proposed Methodology & Approach for carrying out this work
- d) Expertise and experience of the organization
- e) Qualification and experience of Team Leader
- f) Qualification and experience of Key personnel
- g) The agency shall submit proposed work plan
- h) The agency shall submit CVs of team members specifying the suitability for this activity.
- i) Signing of MoU

##### **4.1.2 The RfP must be submitted along with the following documents (as per details in clause 10):**

- a) RfP FORM 1: Letter Proforma
- b) RfP Form 2: RfP Eligibility and Other details
- c) RfP Form 3: Prior Experience
- d) RfP Form 4: Proposed Work Plan & Methodology including the timelines with excel based chart
- e) RfP Form 5: Resumes of the members in the proposed team (groupwise).
- f) RfP Form 6: Declaration Letter.
- g) EMD of INR 50,000 (INR Fifty Thousand Only)
- h) Bid processing fees of INR 5,000/- (INR Five Thousand Only)

## 5.0 SELECTION PROCESS

### 5.1 Preliminary Scrutiny (Consideration of responsiveness)

1. Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required process fee & EMD (as applicable) has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
2. A Technical Proposal including all Forms with relevant supporting documents should be in proper sequence as per Section 5 of this RfP and technical bid must be in form of properly binding proposal. Any kind of un-professional technical proposal in form of loose papers, stapled bunch of papers etc. will be prima facie rejected. Proper referencing of supporting documents against the relevant criteria (refer section xxxxxxxx) must be mentioned.

### 5.2 Bid Evaluation Methodology

**The following is the Bid process/ evaluation methodology that will be adopted by BEE. RfP is available on BEE Web-site [www.beeindia.gov.in](http://www.beeindia.gov.in).**

- Alternate bids will not be allowed.
- It will be a two-envelope single bid.
- All the applicants whose bids are found to be responsive in technical evaluation shall be considered for financial evaluation. The agencies will be qualified as technically responsive based on meeting the qualification criterion spelt above. The financial bids of those agencies found to be technically responsive will be open and the work will be awarded to the proposal obtaining the highest total combined score in evaluation of quality and cost ranked as H-1.

**The technical proposal as per requirement of the qualification criterion spelt under section 5.3 is to be submitted in a separate envelope titled “Technical Proposal for Engagement of Agency for hiring International subject matter Technical Experts for PAT Scheme of Bureau of Energy Efficiency” and named ENVELOP ‘A’.**

### 5.3 Qualification Criteria of Individual Agencies / Firms and Consortium of Agencies / Firms:

**The agencies / firms being considered for the above work must fulfill the following criteria:**

1. Should be an agency / firm / company registered/ incorporated in India. Necessary documents should be provided to substantiate the claim.
2. The organization must have global proven track record (capability and experience) to deliver the objective of the Energy Efficiency & Climate Change program
3. The agency should have multilateral exposure in the field of energy efficiency & climate

- change & regularly interacts/partners with international bodies on industrial, policy matters & future developments through advisory & consultative process
4. The agency shall be government / non-government / non-profit industry led & industry managed organisation or Institution having similar work experience
  5. Should have experience in carrying out similar work of other schemes of Govt of India and study of other scheme of Government of India. Necessary documents should be provided to substantiate the claim.
  6. The team officials indicated by the agency/firm during participation in the Bid should be strictly adhered to and shall not be change.
  7. The agency should have twenty years of relevant experience in the field of energy efficiency & CO2 emissions
  8. The agency should have a minimum annual turnover of INR 50 Crores in FY 2019-20, 2020-21 & 2021-22
  9. The agency should have completed at least one assignment showcasing experience of hiring of international technical experts / consultants in the field of Energy Efficiency
  10. The agency having MoUs/ MoAs with International Institutions working in the field of Industries for Energy Efficiency & Climate Change, shall be of added advantage
  11. The agency should have knowledge of PAT scheme of BEE
  12. Team Leader of the agency should have Master's degree from a recognized institution in the areas of Engineering / Management, Energy Efficiency & Climate Change with at least 15 (fifteen) years of experience. One of the team members shall be AEA
  13. The agency shall submit an EMD of Rs. 50,000 /- (fifty thousand only) & Bid processing fees of Rs, 5,000/- (five thousand only) in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi. However, an agency/bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim. The particular clause in support of EMD exemption must be highlighted.

**Necessary supporting documents along with CVs of the officials should be provided to substantiate the claim. Signature of the team member on their CV shall be taken to establish that CVs has been submitted with their consent. Unsigned CV or CV with Scan copy of Signature, will be liable for rejection and consequently agency will be disqualified for respective group.**

#### **5.4 Evaluation of Technical Proposals**

1. *Only the technical proposals considered as technically responsive would be evaluated based on the bidder's capabilities, experience, approach and methodology and the CV's of the proposed personnel and the scores would be given (out of 100).*
2. *The proposals would be evaluated on the basis of evidence satisfying all the qualification*

requirements listed out in clause 5.3. The specific experience would be evaluated on the basis of the information provided in ENVELOPE-A along with the prescribed documents.

3. The Bidder will be technically qualified if he obtains minimum 70 marks in technical evaluation.

#### 5.4.1 Technical Proposal (70\* marks)

- Expertise and experience of the organization (50 marks)
- Methodology & Approach, Appropriateness to the Conditions and Time-lines for Implementation (3 marks)
- Qualification and experience of Team Leader (7 marks)
- Qualification and experience of key personnel / team members (10 marks)  
\* Evaluated as per details in clause 5.4.3

#### 5.4.2 Financial Proposal (30 marks)

- It should be developed in a transparent manner and contain estimation of costs as per major expense categories including all the taxes, except the GST, if any.
- To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by BEE

#### 5.4.3 Technical Evaluation parameters and criteria for proposal:

Parameter	Criteria	Minimum Qualification Criteria	Weightage/Mark	Total Mark
Technical qualification (A)	Projects on Energy Efficiency, emerging low carbon technologies as in the context of the Scope of Work of this RfP.	Minimum 2 Projects	5	10
		3 to 5 Projects	Pro-rata	
		More than 5 Projects	10	
(B)	Studies undertaken on India's Low carbon energy efficient technologies	2 Projects	Pro-rata	20
		3 to 5 Projects	Pro-rata	
		More than 5 Projects	20	
(C)	Projects involving hired International / National experts /	2 Projects	5	10
		3 to 5 Projects	Pro-rata	



	Institutes working for energy efficiency & net zero emissions including related Consultancy work as in the context of Scope of Work of RfP	More than 5 Projects	10	
(D)	MoUs / Tie-ups with International agencies working in the field of Energy Efficiency & Climate change in Industrial sectors	3 MoUs 2 MoUs 1 MoU	10 5 3	10
(E)	Experience of the International technical experts working in the respective sector	Upto 10 years 10-15 years More than 15 years	10 15 20	2020
(F)	Qualification, experience & competence of the proposed team	15 of years' Experience of Team Lead in Energy Efficiency, Climate change & emission reduction / Technologies on carbon neutral fuels/ Policy framework on Energy Efficiency & Climate Change/ etc.	10	10

		Less than 15 years' relevant Experience Team Member in Energy Efficiency in industries & low carbon technologies	Pro rata	
(G)	Projects involving implementation of Energy Efficient low carbon technologies	Per project 1 marks	5	5
(H)	Experience in working in at least 3 of the 5 sectors as per RfP	Per project 2 marks	10	10
(I)	Approach and detailed work methodology & Timeline as per Scope of work given under section 3.0 & 4.0 of the RfP	Quantitative Basis	1-5	5
	<b>Total</b>			<b>100</b>
<b>Financial</b>	The proposal obtaining the highest total combined score in evaluation of quality and cost ranked as H-1 will be selected to award the work.			

However, BEE in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the Proposals submitted by the respondents.

ENVELOPE-B (Financial Bid) will be open only for bidders who have been found successful after evaluation in terms of the outlined criteria, meeting a minimum technical score on the information furnished in ENVELOPE-A (Technical Bid).

#### 5.4.4 Selection:

The selection of the consultant will be evaluated on the '**Quality and Cost Based Selection Methodology**'.

Quality and Cost Based Selection, under QCBS selection, the technical proposals will be allotted

weightage of 70% (Seventy percent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = (C_{low} / C) * X + (T / T_{high}) * (1 - X)$$

where,

*C* = Evaluated Bid Price

*C<sub>low</sub>* = the lowest of all Evaluated Bid Prices among responsive Bids  
*T* = the total Technical Score awarded to the Bid

*T<sub>high</sub>* = the Technical Score achieved by the Bid that was scored best among all responsive Bids

*X* = weightage for the Price as specified in the RfP

A committee will evaluate the above proposals (technical and financial) based on the qualifications specified below and as per clause 5.4.3 of the RfP:

- a) Past experience of carrying out the similar assignment inline to the detailed scope of work as mentioned in clause 5.3
- b) Approach & Methodology
- c) In case of a consortium, nos. of partner organizations should not be more than 2. The organization submitting the proposal would be considered as the major one and would be nodal contact point for BEE for all the matters related with this RfP

The separate sealed envelopes contain technical and financial proposals to be submitted:

To, The Secretary,  
Bureau of Energy Efficiency  
(Govt of India, Ministry of Power)  
4<sup>th</sup> Floor, Sewa Bhawan,  
R. K. Puram, New Delhi.  
Pin No.-110066

#### **5.4.5 Other Important Terms & Conditions:**

1. *This is an open tender.*
2. *The work shall be carried out as per the finalized time schedule and requirements of BEE.*
3. *Any kind of deviation from any activities as stated under Section 3.0 (Scope of work) of this RfP without the knowledge and prior consent of BEE, will liable for no payment against the work allotted for the respective DC*

#### **6.0 INSTRUCTIONS TO THE AGENCIES / FIRMS**

##### **6.1 Financial Proposal**

1. *Agencies /firms shall submit the financial bid, clearly indicating the total cost of service in both figure and words, in Indian INR. In the event of any difference between figures and words, 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 two shall be taken into account.*
2. *All the cost associated with the assignment shall be included in the financial proposal. These shall normally cover remuneration for all the personnel, accommodation etc. 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.*
3. *The financial proposal shall indicate all GST applicable separately. For the avoidance of doubt, it is clarified that all taxes including GST shall be deemed to be excluded for the rate quoted. Further all payment shall be subjected to deduction of taxes at source as per applicable laws.*

## 6.2 Earnest Money Deposit

- *The agency/firm shall furnish, as a part of its proposal, an earnest money deposit of Rs. 50,000 /- (INR Fifty Thousand Only) in the form of demand draft issued by any nationalized/scheduled bank, in favor of "Bureau of Energy Efficiency" payable at New Delhi. The EMD will be returned to non-selected agency after finalization of the agency for each awarded group.*
- *The EMD Should remain valid for a period of forty-five days beyond the final bid validity period.*
- *EMDs of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.*
- *EMD should be enclosed/attached in technical proposal i.e. Envelope 'A'.*
- *Any bid not accompanied by the bid security will be rejected by BEE. BEE shall not be liable to pay any interest on the bid security and the same shall be interest free. The bid security is to remain valid for a period of one year.*
- *A bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim. The particular clause in support of EMD exemption must be highlighted.*

### **6.3 Performance Security**

1. *Within fourteen (14) working days of the receipt of notification of award from BEE, the successful agency/firm shall furnish the Performance Security. Performance Security may be furnished in the form of an Account Payee Demand Draft, or online payment in an acceptable form. The value of Performance Security would be 10% of the total contract value.*
2. *Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder or any such extended period as decided by BEE.*
3. *Bid security/EMD will be refunded to the successful bidder on receipt of Performance Security.*

#### **1. Bid Processing Fees**

- *The agencies / firms should submit a bid processing fee of Rs.5, 000/- (INR Five 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 on any scheduled bank, payable at par in New Delhi in favor of Bureau of Energy Efficiency, New Delhi.*
- *Bid Processing fee should be enclosed/attached in technical proposal i.e. envelope 'A'.*
- *Any kind of exemption is not permitted for Bid Processing Fee.*

### **6.4 Conflict of Interest**

1. *The agencies / firms who are selected for the work will have to maintain the confidentiality of the information compiled. In no case the agencies / firms would be allowed to use the data or share the information with anyone else, except for the BEE and SDAs.*
2. *BEE and SDAs shall hold the copyrights over any of the data collected or compiled during the course of the awards.*

### **6.5 Language of Bids**

- *The bids prepared by the agencies / firms and all correspondence and documents relating to the bids exchanged by the agencies / firms and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the agencies / firms 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.*

## **6.6 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.

## **6.7 Disclaimer**

- BEE and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of BEE and/or any of its officers, employees.

## **6.8 Authorized Signatory (Agencies / Firms)**

1. The "Authorized Signatory" as used in the RfP shall mean the one who has signed the RfP document forms.
2. The authorized signatory should be the duly Authorized Representative of the agencies / firms, for which a certificate of authority will be submitted. 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. The power of authorization or any other document consisting of adequate proof of the ability of the signatory to bind the agency / firm shall be annexed to the bid. BEE may reject outright any proposal not supported by adequate proof of the signatory's authority.

## **6.9 Conditions for Consortium**

1. The agencies / firms may have the option to submit the proposal with other consortium partner. Consortium of not more than two agencies / firms may apply and agreement entered into by the consortium partner shall be submitted. Non-submission of agreement documents of the consortium partner will lead to disqualification. The organization submitting the proposal would be considered as the major one and would be contact point for BEE.

Consortium partner firms cannot bid separately for the study if applied by their consortium. In case of any such discrepancy found, bid for the both consortium and firms will be rejected. The consortium partners should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The consortium partners should not have been black-listed by any Central / State Government or Public-Sector Undertakings. If at any stage of qualifying process or during the currency 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 consortium of agency / firms.*

2.



#### **6.10 Contact details of the Agencies / firms**

- The agencies / firms who want to receive BEE response to queries should give their contact details to BEE. The agencies / firms should send their contact details in writing at the BEE contact address indicated under section 1.3 & 1.4

#### **6.11 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 a prospective agency/ firms, modify the RfP Document by an amendment. In order to provide prospective agencies / firms 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.

#### **6.12 Documents Comprising the RfP**

**The proposal prepared by the agencies / firms shall comprise the following components:**

1. Proof of registration / incorporation in India.
2. Correspondence Details.
3. Demand Draft of INR 50,000/- (INR Fifty Thousand Only) as Earnest Money Deposit.
4. Demand Draft of INR 5,000/- (Five Thousand Only) as Bid Processing Fees.
5. Technical Proposal, as per qualification criterion provided in the RfP.
6. Financial Proposal.

#### **6.13 Power of Attorney:**

- Registered Power of Attorney executed by the agencies / firms in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP. BEE shall not be responsible for non-receipt / non-delivery of the RfP due to any reason whatsoever. The agencies / firms are advised to study the RfP document carefully. Submission of RfP shall be deemed to have been done after careful study and examination of the RfP document with full understanding of its implications.

#### **6.14 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 which prevents or delays the execution of the Contract by Consultant.
- 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.
- The agency shall at all times, Indemnify and keep indemnified, the BEE and its officer's 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 agency or any JV partner or sub-contractor, and / or the servants or agents of the consultant, or any other JV partner or any sub-contractor and / or of the BEE).

#### **6.15 Termination of the Bid**

**BEE shall have the right to reject this bidding process any time before issuing letter of award to the agency.**

#### **7.0 TERMS OF PAYMENT**

1. An advance of 10% will be paid as mobilization advance after issue and acceptance of LoA.
2. Monthly/Quarterly payments will be made on SI No. A of Clause 11.0 of RfP on equated basis for sectors in which services are provided on submission of bills and relevant documents.
3. Reimbursements as in SI No. B of clause 11.0 of RfP will be paid monthly/Quarterly on submission of bills with relevant back-up documents.
4. Adjustment of mobilization advance shall be made in the final bill on satisfactory completion of work.

## **8.0 PENALTY CLAUSE**

1. Delay of more than 15 (fifteen) days at any stage in execution of the contract due to reasons solely attributed to successful agency/firm/bidder beyond the time schedule (as per clause 4.0, except due to clause 6.14) as agreed or any extension thereof granted by the BEE shall attract penalty at the rate of 2.5% of the total contract value per week of delay subject to maximum of 10% of the total contract value.
2. Completion of awarded work is mandatory for successful bidder. In case, bidder fails to complete the awarded work fully or partially, an amount against the uncompleted work will be deducted from final payment to bidder on pro-rata basis. Also, bidder will not be allowed to participate in any BEE tender/job for next one year.

## **9.0 TERMINATION OF CONTRACT**

1. BEE shall have the right to terminate the contract of the agency at any time during the tenure of the work, if the performance of the 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 provide the agency a notice of minimum of 15 days, to allow the agency to clarify its position of unsatisfactory performance observed by BEE. If the clarification provided by the agency is not up to the satisfaction of the competent authority of BEE, the contract of the agency will be terminated.

## **10.0 RfP FORMS**

1. The proposal is to be submitted in the following format along with the necessary documents as listed. The proposal shall be liable for rejection in the absence of requisite

supporting documents.

**10.1 RfP Form 1: RfP Letter**

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

**Sir/ Madam,**

**Sub: Request for Proposal for engagement of agency who shall hire International subject matter technical Experts for PAT Scheme of Bureau of Energy Efficiency.**

**The undersigned is the authorized representative of the (Name of Agency/firm), having read and examined in detail the complete RfP document in respect of Request for engagement of agency who shall hire International subject matter technical Experts for PAT Scheme of Bureau of Energy Efficiency, do hereby express their interest to provide the services as specified in the Scope of Work.**

I/We (on behalf of M/s.....) hereby admit that I/we, have quoted for the complete work as per RfP

**Thanking you.**

**Yours  
faithfully**

**Authorized Signatory  
Name and Title of  
Signatory Name of the  
Firm  
Seal**

**10.2 Correspondence Details**

**Our correspondence details are:**

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

**10.3 Documents forming part of RfP We have enclosed the following documents:**

- RfP Form 2: Eligibility and Other details**
- RfP Form 3: Prior Experience**
- RfP Form 4: Proposed Work Plan and Methodology including Timelines**
- RfP Form 5: Resumes of the members in the proposed team (groupwise).**
- RfP Form 6: Declaration Letter.**
- EMD of INR 50,000 (INR Fifty Thousand Only)**
- Bid processing fees of INR 5,000/- (INR Five Thousand Only)**

Registered Power of Attorney executed by the agency in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP.

**(Agency/firm shall mention the groups 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 Authorised**

**Representative)Name : \_\_\_\_\_**  
**Designation : \_\_\_\_\_**  
**Seal : \_\_\_\_\_**  
**Date : \_\_\_\_\_**  
**Place : \_\_\_\_\_**  
**Business Address: \_\_\_\_\_**

**Witness:**

<b>Signature</b>	_____	<b>Signature</b>	_____
<b>Name</b>	_____	<b>Name</b>	_____
<b>Address</b>	_____	<b>Designation</b>	_____
	_____	<b>Company</b>	_____
<b>Date</b>	_____	<b>Date</b>	_____

#### 10.4 RfP Form 2: Eligibility and Other Details

1	Name of Firm/Company			
2	Year and Place of Registration/Incorporation			
3	Prior experience in the field of Energy Efficiency & Climate change in Industrial sectors	Yes OR No		
	If, Yes Number of Projects done in the field of Energy Efficiency in Industries / Low Carbon Technologies / Net Zero Emissions & Climate Change			
	If, No Number of Projects done in Policies of Central and State Government w.r.t. Energy Efficiency & Climate Change			
4	Details of tie-ups / MoUs with the International Institutions / Universities / Organisations working in the field of Energy Efficiency & Climate Change			
5	Total Number of years of work experience in the field of Energy Efficiency & Climate Change			
		FY 2019-20	FY 2020-21	FY 2021-22
6	Annual Turnover			
7	Net Worth **			

\* Enclose a copy of Registration document

\*\* Enclose a copy of Audited Financial Statement

**Witness:**  
**Signature**  
**Name**  
**Address**  
  
**Date**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Consultant:**  
**Signature**  
**Name**  
**Designation**  
**Company**  
**Date**



**10.5 RfP Form 3: Prior Experience (Should be given separately for each work experience)**

[Please indicate the experience in the field of Engagement of National / International experts directly or through International Institutions / Universities / Organisations for similar type of activity as in RfP or any other policy related projects of Central and State Government 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 agency/firm shall mention details of assignments done during last 5 years only]

<b>Name of Agency/Firm:</b>	
<b>Assignment/Job name:</b>	
<b>Nature of Assignment:</b>	
<b>Description of Project:</b>	
<b>Approx. value of the contract (in INR):</b>	
<b>Country:</b>	
<b>Location within country:</b>	
<b>Duration of Assignment/Job (months) :</b>	
<b>Name of Employer:</b>	
<b>Address and contact details:</b>	
<b>Total No of staff-months of the Assignment/job:</b>	
<b>Approx. value of the Assignment/Job provided by your firm under the contract (in INR):</b>	
<b>Start date (month/year):</b>	
<b>Completion date (month/year):</b>	
<b>Total duration (months)</b>	
<b>Name of associated technical experts, if any:</b>	

No of professional staff-months provided by associated experts:	
Name of senior professional staff of your firm involved and functions performed.	
Description of actual Assignment/Job provided by your staff within the Assignment/Job:	

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

<b>Witness:</b>		<b>Consultant:</b>	
Signature	_____	Signature	_____
Name	_____	Name	_____
Address	_____	Designation	_____
	_____	Company	_____
Date	_____	Date	_____

**10.6 RfP Form 4: Proposed Work Plan and Methodology including the timelines.**

The work plan shall be task specific with defined roles and responsibility of each team member as per given scope of work. However, the agency shall include a description on duration of activities shall be indicated in the form of a bar chart.

**10.7 RfP Form 5: Resumes of the members in the proposed team.**

Consultants shall submit full resumes of the project leader and 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:

**10.8 RfP Form 6: Declaration Letter**

**Declaration Letter on official letter head stating the following:**

**We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract**

**We are not black-listed by any Central / State Government / Public Sector Undertaking in India**

**Witness:**

**Signature**

**Name**

**Address**

**Date**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Consultant:**

**Signature**

**Name**

**Designation**

**Company**

**Date**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 11.0 FORMAT FOR FINANCIAL PROPOSAL

[Location, Date] FROM:

(Name of Firm)

TO: (Name and Address of Client)

**Subject: Financial proposal for Request for Proposal for engagement of agency who shall hire International subject matter technical Experts for PAT Scheme of Bureau of Energy Efficiency.**

**I / We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], with our Technical and Financial Proposals.**

**The financial proposal shall take into account all expenses and tax liabilities associated in execution of the deliverables as per the RfP except the GST. GST, if any, will be applicable as per prevailing rates.**

**Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].**

S.No.	Total Cost excluding of GST as per scope of work (Rs. Numeric)	Total Cost excluding of GST as per scope of work (Rs. In words)
A	Fixed Cost of agency per year for the complete work of hiring of international technical expert including agency's own team & the office space & other administrative expenses as per RfP for each sector*: Iron & Steel: Cement: Aluminium: Petrochemical: Petroleum Refinery: Pulp & Paper: Textile:	
B	Variable cost: Reimbursements of the technical experts, including their Transport cost (Air/Road/Train), Visa & work permit charges. Any other charges for documentation, etc required for	**Reimbursable 'On Actuals'

	travelling/working in India shall also be reimbursed on actuals. Hotel expenses & taxi fare if travel is outside New Delhi, as per clause xxxxxxxxxxxxxxxx of RfP	
--	---	--

***\*The Agency must apply for all the sectors to hire International technical experts, failing which they shall be disqualified***

***\*\* All Reimbursables 'On Actuals' will be paid on submission of Original supporting documentary proof of expenditure***

**Other terms & conditions:**

1. Quoted prices shall be inclusive of duties, taxes, loading/unloading, travel expenses etc. except GST. GST as applicable shall be payable extra and no other charges shall be payable extra.
2. All Reimbursable 'On Actuals' will be paid on submission of Original supporting documentary proof of expenditure on monthly/ quarterly basis.
3. This is an open tender.
4. The prices shall remain firm till completion of the project.
5. The bidder shall submit PAN and GST Registration Certificate in support of claim of GST.
6. If there is a discrepancy between words and figures, the amount written in words will prevail.
7. BEE does not issue any concessional sales tax form C or D or any other form. BEE does not issue any Road Permit.
8. The offered prices should be firm and no request for variation of prices shall be entertained till completion of the project.

**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 you are not bound to accept any Proposal you**

**receive. Yours sincerely,**

**Authorized Signature:**

**Name and Title of**

**Signatory: Name of the**

**Firm:**

**Seal:**

**11.1 RfP Form A1: Integrity Pact Format.**

Integrity Pact  
(Refer clause 4.3)

(To be executed on the plain paper and submitted along with Technical Bid/ Tender documents.)

This Integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of 20\_\_.

BETWEEN

BUREAU OF ENERGY EFFICIENCY (BEE), a statutory body set-up under the provisions of the Energy Conservation Act, 2001 by the Government of India with the primary objective of reducing energy intensity of the Indian economy, having its office at 4<sup>th</sup> Floor, Sewa Bhawan, R.K. Puram, New Delhi-110066, acting through its \_\_\_\_\_ [designation of the concerned officer] (hereinafter referred to as the "Principal", which expression shall, unless repugnant to the meaning or context thereof, include its successors and permitted assigns) of the ONE PART;

AND

\_\_\_\_\_ (name of the Bidder), acting through Mr./ Ms. \_\_\_\_\_ (name of the Authorised Signatory), holding the designation of \_\_\_\_\_ [designation of the Authorised Signatory] (hereinafter referred to as the "Bidder/ Contractor/ Consultant/ Vendor", which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns) of the SECOND PART.

Preamble

WHEREAS, the Principal has floated the Tender {RFP No \_\_\_\_\_ dated \_\_\_\_\_} (hereinafter referred to as "Tender/ Bid") and intends to award, under laid down organizational procedure, contract for \_\_\_\_\_ {Name of the work} (hereinafter referred to as the "Contract").

AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with the Bidder/ Contractor/ Consultant/ Vendor.

AND WHEREAS to meet the purpose aforesaid, both the Parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Bidding Documents and the Contract Agreement between the Parties.

.....the "Principal" and the "Bidder/ Contractor/ Consultant/ Vendor", hereinafter individually referred to as "Party" and collectively as "Parties".

Now, therefore, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses asunder:

#### Article-1-Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the Tender for \_\_\_\_\_ *{Name of the work}*, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the Tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution.
  - (c) The Principal will exclude all known prejudiced persons from the process.
- (2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

#### Article-2 Commitments of the Bidder/ Contractor/ Consultant/ Vendor

The Bidder/ Contractor/ Consultant/ Vendor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- (a) Bidder/ Contractor/ Consultant/ Vendor will not directly or through any other person or firm offer, promise or give to any of the Principal's employees, involved in the tender process or the

execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or during the execution of the contract.

- (b) The Bidder/ Contractor/ Consultant/ Vendor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder/ Contractor/ Consultant/ Vendor will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts. Further, the Bidder/ Contractor/ Consultant/ Vendor will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder/ Contractor/ Consultant/ Vendor of a foreign origin shall disclose the name and address of its Agents/ Representatives in India, if any. Similarly, the Bidder/ Contractor/ Consultant/ Vendor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder/ Contractor/ Consultant/ Vendor. Also all the payments made to the Indian Agent / Representative have to be in Indian Rupees only.
- (e) The Bidder/ Contractor/ Consultant/ Vendor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder/ Contractor/ Consultant/ Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder/ Contractor/ Consultant/ Vendor will not bring any outside influence through any Govt. bodies/ quarters directly or indirectly on the bidding process in furtherance of its bid.

Article 3 Disqualification from tender process and exclusion from future contracts



- (1) If the Bidder/ Contractor/ Consultant/ Vendor, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder/ Contractor/ Consultant/ Vendor from the tender process.
- (2) If the Bidder/ Contractor/ Consultant/ Vendor has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Consultant/ Vendor for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR, 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to the Principal, taking into account the severity of the transgression. The severity will be determined by the Principal by taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Consultant/ Vendor and the amount of the damage.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".
- (4) The Bidder/ Contractor/ Consultant/ Vendor with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Consultant/ Vendor shall be final and binding on the Bidder/ Contractor/ Consultant/ Vendor, however, the Bidder/ Contractor/ Consultant/ Vendor can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc. arising from violation of this Integrity Pact, the Bidder/ Contractor/ Consultant/ Vendor shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Consultant/ Vendor could be revoked by the Principal if the Bidder/ Contractor/ Consultant/ Vendor can prove

that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### Article 4 Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) If the work has been awarded then in addition to (1) above, the Principal shall be entitled to cancel the letter of acceptance/ notice of award issued to the Bidder.
- (3) If the contract/ agreement has been signed, then the Principal shall be entitled to take recourse to the relevant provisions of the contract, related to Termination of Contract, due to Contractor's/ Consultant's/ Vendor's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Consultant/ Vendor and/ or demand and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination.

#### Article 5 Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

#### Article 6 Equal treatment of all Bidders/ Contractors/ Consultants/ Vendors/ Subcontractors

- (1) The Bidder/ Contractor/ Consultant/ Vendor undertakes to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Consultants and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### Article 7 Criminal charges against violating Bidder/ Contractor/ Consultant/ Vendor/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Consultant/ Vendor or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Consultant/ Vendor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Article 8 Independent External Monitor (IEM)

- (1) The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.
- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the Principal.
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him, as and when warranted.
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the

Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.

- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on '**Non-disclosure of Confidential Information**' and of '**Absence of Conflict of Interest**'. In case of any conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case.
- (7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.
- (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- (9) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (10) If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (11) The word 'Monitor' would include both singular and plural.

Article 9 Pact Duration

- (1) The validity of this Integrity Pact shall be from the date of its signing and extend till the complete execution of the contract to the satisfaction of both the Principal and the Bidder/ Contractor/ Consultant/ Vendor, including warranty period or defects liability period/ maintenance period, whichever is later. In case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract with the successful bidder.
- (2) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Principal.

#### Article 10 Other Provisions

- (1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing only.
- (3) If the Bidder/ Contractor/ Consultant/ Vendor is in a partnership/ joint venture or a Consortium, this Pact must be signed by all partners or members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- (5) Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure(if any), the clause in Integrity Pact shall prevail.
- (7) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(8) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Consultant/ Vendor who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

In witness whereof the Parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

-----  
(For & On behalf of the (Principal)

-----  
(For & On behalf of Bidder/  
Contractor/Consultant/ Vendor)<sup>1</sup>

(Office Seal)

(Seal/ Stamp)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
(1. In case the Bidder/ Contractor/ Consultant/ Vendor is a Joint Venture/ Partnership/ Consortium, then this Pact shall be signed by all members/ partners.)

**11.2 RfP Form A2: Undertaking Format under Integrity Pact Declaration Letter.**  
FORM OF UNDERTAKING

(to be given on the letter-head of the Bidder/ Lead Member)

To

.....  
BUREAU OF ENERGY EFFICIENCY (BEE),  
4<sup>th</sup> Floor, Sewa Bhawan,  
R.K. Puram,  
New Delhi - 110066

Subject: BID for the “.....”  
Reference: RFP No..... dated: .....

Dear Sir,

I/ we have taken note of the Integrity Pact (Form A1) appended to the aforesaid RFP. We understand that only those Bidders who commit themselves to such a Pact with BEE/ Principal, would be considered competent to participate in the bidding process; signing of this Integrity Pact and furnishing the same as a part of my/ our Bid, is an essential preliminary qualification requirement.

I/ We understand that the Integrity Pact shall be deemed to form a part and parcel of the RFP document and the contract/ agreement to be subsequently executed by the BEE with the Successful Bidder and we undertake to remain bound by its provisions.

I/ We hereby confirm and undertake that in the event I/ we commit any violation of the Integrity Pact it would entail disqualification from the bidding process and if the work has been awarded to me/ us, then it would lead to cancellation of the letter of award and termination of our contract/ agreement with BEE, and my/ our exclusion from future business dealings with BEE/ Principal as per the existing provisions of GFR 2017, Prevent of Corruption Act, 1988 and other Financial Rules/ Guidelines as may be applicable to BEE/ Principal.

I/ We further undertake that in case I/ we engage any subcontractor, if permitted under the RFP document and the contract/ agreement, I/ we as the Principal Contractor/ Consultant/ Vendor, shall take the responsibility ensuring adoption of the Integrity Pact by the subcontractor engaged by me/ us.

{I/ We further certify that I am competent and authorized to give this undertaking on behalf of \_\_\_\_\_ (name of the Bidder). The duly signed Integrity Pact is enclosed with my/ or

Bid.}

Yours faithfully,

(Signature of the Authorized Signatory of the Bidder/ Lead Members)

Seal/ Stamp of Bidder

- 
1. In case the Bidder is a Joint Venture or Consortium, then this should be modified as “I further certify that I am competent and authorized to give this undertaking on behalf of the Bidder comprising of \_\_\_\_\_ (name of the Lead Member), \_\_\_\_\_ (name of the second partner/ member) and \_\_\_\_\_ (name of the third partner/ member). The duly signed Integrity Pact is enclosed with our Bid.”