



Bureau of Energy Efficiency (BEE)
Ministry of Power, Government of India

Expression of Interest (EoI)

for

Empanelment of Independent Agency for Monitoring & Evaluation (IAME)

for

Procurement of Appliance / Equipment for Check Testing

under

Standards & Labeling Programme

of

Bureau of Energy Efficiency (BEE)

(AMENDED AS PER PRE-BID MEETING HELD ON 5TH APRIL 2023)

Last Date & Time for Receiving Proposals – On or before 13:00 hours of 28th April 2023

Completed proposals to be submitted to:

The Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan, R.K. Puram
New Delhi – 110 066.

CONTENTS

S. No	Details	Page No.
1.0	LETTER OF INVITATION	02
2.0	GENERAL INFORMATION	03
3.0	BACKGROUND INFORMATION	04
4.0	STANDARDS AND LABELING (S&L) PROGRAMME	04
5.0	OBJECTIVE OF EMPANELMENT	05
6.0	PRE-QUALIFICATION CRITERIA	05
7.0	TERMS OF REFERENCE	06
8.0	TIMELINES	08
9.0	PAYMENT TERMS	08
10.0	INSTRUCTIONS	09
11.0	Eoi FORMS	11
12.0	FORMAT FOR PROPOSAL	16
13.0	AGREEMENT FOR EMPANELMENT AS IAME	17
14.0	UNDERTAKING FOR INTEGRITY PACT	33
15.0	FORMAT OF INTEGRITY PACT	34

1.0 LETTER OF INVITATION

The Bureau of Energy Efficiency (BEE) invites proposals from interested and technically qualified National Accreditation Board for Certification Bodies (NABCB) accredited conformity assessment / product certification agencies for “*Empanelment of Independent Agency for Monitoring & Evaluation (IAME) for Procurement of Appliance / Equipment for Check Testing under S&L Programme*”.

Interested agencies may download the EoI document from the BEE website (www.beeindia.gov.in) and Central Public Procurement portal (www.eprocure.gov.in).

The proposals may be addressed to Secretary, Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, R. K. Puram, and New Delhi – 110066. The complete proposal/Proposal should reach on or before 13:00 hours of 28th April 2023.

Though adequate care has been taken while preparing the EoI document, the interested agencies shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any agency within five (05) days from the date of notification of EoI document / Issue of the EoI document, it shall be considered that the EoI document is complete in all respects.

BEE reserves the right to modify, amend, rescind, supplement or cancel this EoI document before finalizing the empanelment, without assigning any reason.

While this EoI document has been prepared in good faith, neither BEE nor its employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EoI document, even if any loss or damage is caused by any act or omission on their part.

Sd/-
Secretary, BEE

2.0 GENERAL INFORMATION

Date & Time for Prebid Meeting	5 th April 2023 at 15:00 hours through Video Conference (Intended bidders shall create an account on Microsoft Teams and provide the email ID of the same to Shri Dinesh Tiwari, Asst. IT Expert, BEE on his email id (dinesh.tiwari@beeindia.gov.in) by 1500 hours of 3 rd April 2023) (Complete)
Place for Submission of Proposals	Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R. K. Puram 1, New Delhi – 110066
Last Date & Time for Submission of Proposals	On or before 28 th April 2023 up-to 13:00 hours
Date & Time of Opening of Proposals	BEE, Sewa Bhawan at 15:00 hours on 2 nd May, 2023
Contact Person for Queries / Clarification	Shri Kamran Shaikh Joint Director Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Email: kamran.shaikh@beeindia.gov.in Shri Rahul Joshi Project Engineer Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Email: rahul.joshi@beeindia.gov.in
Type of Proposal Required	Technical
Language of Proposals	English
Proposal Processing Fee	₹1000/- (₹One Thousand only) in the form of DD drawn in favor of Bureau of Energy Efficiency and payable at New Delhi (Non-Refundable)
Proposal Validity Period	120 days after last date of Proposal submission

3.0 BACKGROUND INFORMATION

The Energy Conservation Act, 2001

The Energy Conservation Act, 2001 (EC Act) forms the core of the legal framework put in place by India to promote energy efficiency and conservation. EC Act came into force with effect from March 1, 2002.

About Bureau of Energy Efficiency (BEE)

The Government of India set up Bureau of Energy Efficiency (BEE) (www.beeindia.gov.in) on 1st March 2002 under the provisions of the EC Act, 2001. The mission of the BEE is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the 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 the industries, building, transport, institutions, appliance sectors, etc.

4.0 STANDARDS AND LABELING (S&L) PROGRAMME

The key objective of this programme is to provide the consumer an informed choice about the energy saving and thereby the cost saving potential of the relevant marketed appliance. The programme was launched during 2006 and is presently invoked for 34 equipment/appliance:

Sr. No.	Appliance	Sr. No.	Appliance
1	Room Air Conditioner (Fixed Speed)	18	Solid State Inverters
2	Room Air Conditioners (Variable Speed)	19	Office Automation Product (Printer, Copier, Scanner, MFDs)
3	Room Air Conditioners (Cassette, Floor Standing Tower, Ceiling, Corner AC)	20	Diesel Engine Driven Mono-set Pumps
4	Frost Free Refrigerators	21	Diesel Generator Sets
5	Direct Cool Refrigerators	22	Chillers
6	Tubular Fluorescent Lamps	23	Microwave Ovens
7	Distribution Transformers	24	Solar Water Heater
8	Stationary Storage Type Electric Water Heaters	25	Deep Freezers
9	Colour Televisions	26	Light Commercial Air Conditioners
10	LED Lamps	27	UHD TV
11	Ceiling Fans	28	Hi Energy Li-Battery
12	General Purpose Induction Motors	29	Tyres/ Tires
13	Pump Sets	30	Air Compressor
14	LPG-Stoves	31	Table Fan / Wall Mounted Fan
15	Washing Machine	32	Pedestal Fan
16	Computer (Notebook/Laptops)	33	Induction Hob
17	Ballast (Electronic/Magnetic)	34	Side by Side Refrigerator

The first 11 appliance have been notified under mandatory labeling while the others are presently under voluntary labeling phase. The energy efficiency labeling programs under BEE are intended to reduce the energy consumption of appliance without diminishing the services it provides to consumers. To facilitate the detailed information about the implementation of S&L Programme, BEE has launched a comprehensive operation manual titled **DISHA** (**Disseminating Star Labelling in Household Appliance**). The manual is available on BEE Star Label portal (www.beestarlabel.com)

The S& L program of BEE has advanced at a rapid pace. From preparatory to mandatory stage, testing has been identified as a key component of S&L program. Effective testing helps to assess the actual performance of appliance in the preparatory stage, thus helping in setting realistic standards to transform the market. Testing also plays a key role in voluntary/mandatory phase to ensure authentic compliance to standards.

Considering the growing penetration of S&L program in India and the increasing number of appliances for check testing, BEE has decided to empanel agencies to support S&L programme as per the scheme parameters.

5.0 OBJECTIVE OF EMPANELMENT

Check Testing: It is one of the essential activities carried out by BEE as a verification process to establish compliance of the displayed appliance / equipment label particulars with respect to the prescribed energy performance standards. The check testing is done in two stages i.e., 1st Check Testing and 2nd Check Testing (Only for appliance failed in 1st Check Testing). BEE has empaneled NABL accredited Government / Private laboratories (independent third-party labs) for check testing of its Star labeled appliance / equipments.

6.0 PRE-QUALIFICATION CRITERIA

- (i) Agency must be registered in India.
- (ii) Agency must be National Accreditation Board for Certification Bodies (NABCB) accredited inspection agency / product certification agency.
- (iii) Agency should possess ISO 17020 / ISO 17065 accreditation (under IAF 18 or IAF 19) and have experience as inspection body / product certification body of electrical appliance and equipment.
- (iv) Validity of the NABCB accreditation must not be less than 12 months from the date of the submission of proposal.
- (v) Agency should have been in inspection / product certification for not less than 12 months from the date of submission of proposal.
- (vi) Agency must have adequate skilled and non-skilled manpower to conduct the work.
 - a) In-case of witness check testing, the manpower should be BTech/BE, with electrical or mechanical background, and minimum 2 years of experience. BEE certified Energy Auditor / Energy Managers would be preferred.
 - b) For appliance procurement, Diploma / Graduation with minimum 2 years of experience.
- (vii) Agency must have adequate storage space to safely store the tested samples up-to the disposal time which may be one year from the date of receipt of the samples.
- (viii) Agency must be registered with Goods and Services Tax (GST).

- (ix) Agency registered under MSME are exempted from depositing Proposal Processing Fees, subject to submission of copy of certificate from appropriate authority to back its claim
- (x) Agency must not have been blacklisted by any Central / State Government institutions / departments / PSUs and there has been no litigation with any Government department on account of services. The Proposal will be rejected straightway without assigning any reasons if Agency is involved in any criminal cases, declared black listed by any Govt. /Semi govt. department/agencies, etc.

7.0 TERMS OF REFERENCE

The scope of work / services broadly covers the following:

1. Procurement of Appliance / Equipment for Check Testing
2. Storage of Check Tested Appliance / Equipment

7.1 Procurement of Appliance / Equipment for Check Testing

7.1.1 First Check Testing (FCT)

- (i) The entire activity for shall be locked by IAME in BEE's Star Label portal. BEE would provide the partial administrative rights of this system to the IAME.
- (ii) BEE would provide to IAME on the portal, details of sampling plan along with laboratory where the same is to be transported for check testing.
- (iii) BEE shall generate sampling plan from the appliance / equipment registered on the portal for FCT. BEE may amend the sampling plan in event relating to claims made by third parties such as consumers, consumer groups or regulatory agencies, NGOs, manufacturers regarding the accuracy of claimed ratings of an appliance.
- (iv) The IAME shall procure the samples as per sampling plan, on pan-India basis, randomly from the open market from authorized dealers / retailers / distributors and not from manufacturers' warehouses.
- (v) IAME can procure the samples online from prominent e-market platforms and deliver it to their premises. The complete responsibility of correctness of sample purchased online will be of IAME. In case incorrect / wrong model is delivered by e-commerce platform, the correct model must be ordered immediately without waiting for the return of wrong model. No charges would be payable by BEE for incorrect / model purchased or delivered.
- (vi) During procurement, there is a probability that some samples may not be available at the identified locations. In such cases, IAME shall continue searching the other items mentioned in sampling plan.
- (vii) In-case of non-availability of sample(s) at all identified search locations, IAME shall submit a report to BEE with all facts including locations where appliance were searched.
- (viii) It is also likely that a sample may be found in the market having same technical specifications of the sample listed in the sampling plan but different model number. In such case, IAME need to inform BEE and seek approval for the same. **THIS WILL BE APPLICABLE ONLY IN CASE OF FCT.**
- (ix) Efforts should be made for taking appropriate retail discount on the face of the invoice, wherever possible, and IAME should mention the same as comment on the invoice.
- (x) IAME has to check the particulars (Model Number, Rated Values and Star Rating / Efficiency Class) declared on the BEE Label and the Nameplate of the equipment.

- (xi) In case there is a mismatch, appliance / equipment shall be procured by IAME and transported to its premises for storage and a non-compliance report against that model should be submitted separately to BEE.
- (xii) In-case the values are found to be correct, IAME shall procure the sample and send and enter the details of the appliance / equipment in BEE S&L portal.
- (xiii) In all the cases, the invoices should mention the complete address of BEE and the serial number of the model on the face of the invoice. IAME may also use the following format for name on Invoice – Name of IAME, c/o Bureau of Energy Efficiency.
- (xiv) Procurement from unauthorized dealer or without proper billing is not permitted.
- (xv) After purchasing the appliance / equipment, IAME has to fix the “IAME Holograms” on the BEE Labels. Two holograms are to be pasted on BEE label on appliance / equipment and two holograms on BEE label on the packaging.
- (xvi) The holograms should be pasted in such a way that half of the hologram is on BEE label and half on the equipment / packing.
- (xvii) IAME shall ensure adherence to the sampling plan and in case of any non-compliance in sample procurement activity or procurement of incorrect samples or any delay in procuring samples, BEE reserves the right to take suitable action.
- (xviii) In case IAME declines procurement, an advance notice of not less than 7 working days from order of procurement, is to be given to BEE. BEE reserves the right to take suitable action.
- (xix) IAME shall be completely responsible for the transportation of samples to the laboratory. IAME has to ensure that the sample is received at laboratory in a correct manner and it is not tampered with or damaged, till it is opened in front of authorized laboratory representative at respective lab. IAME can use any services (courier, other logistics) to expedite the delivery of samples to the labs.
- (xx) IAME shall also be responsible for providing timely intimation to the laboratories about the samples and assist BEE / State Designated Agency (SDA) / Laboratory . All original bills and declarations shall be secured.
- (xxi) IAME should be present at the time of delivery of sample to lab and verify that the sample is not physically damaged at the time of delivery to the designated Laboratory.
- (xxii) The laboratory and IAME shall check the fitness of sample received for check testing. A joint report has to be prepared by IAME with labs and submitted to BEE if the sample is not fit for testing along with reasons.
- (xxiii) Any damage to the sample during transportation making sample unfit for testing, it will be sole the responsibility of IAME. The IAME has to make another sample available for testing and all cost associated for sample procurement and transportation to the lab is to be borne by IAME only.
- (xxiv) It is optional for IAME to depute its representative to witness FCT.**

7.1.2 Second Check Testing (SCT)

- (i) SCT of the appliance / equipment is required in case a specific model fails in FCT.
- (ii) If any sample fails in FCT, IAME shall initiate procurement of samples, as directed by BEE/SDA, on pan-India basis, for SCT.
- (iii) In-case of non-availability of samples for SCT, IAME shall submit a report to BEE with all facts including locations where appliance was searched.
- (iv) IAME has to check the particulars (Model Number, Rated Values and Star Rating / Efficiency Class) declared on the BEE Label and the Nameplate of the equipment.

- (v) Clauses 7.1.1 (xi) to 7.1.1 (xxiii) shall be applicable for adhering to by IAME.
- (vi) **SCT shall be performed by the lab in the presence of BEE / SDA and representative of IAME & Manufacturer.**
- (vii) Testing shall be done as per the test parameters defined in BEE Schedules / Gazette Notification (as applicable) for respective appliance/equipment which are available on BEE's S&L portal.
- (viii) SCT reports shall be jointly signed by representatives of laboratory, manufacturer & IAME and inspecting official from BEE / SDA.

7.2 Storage of Check Tested Appliance / Equipment

- (i) IAME shall collect the check tested appliance / equipment from the respective labs for storage and disposal as per the directions of BEE.
- (ii) IAME must have adequate storage space to store the check tested appliance / equipment up-to the disposal time which may be one year from the date of collection of the samples.
- (iii) If samples are to be stored beyond one year from the date of collection, IAME shall provide rental charges (excluding applicable GST) in the proposal itself (in terms of ₹ per sq. ft. per month).
- (iv) BEE may engage an agency for disposing the check tested appliance / equipment and may consider retaining 70% of salvage value and share 30% with IAME.
- (v) Other expenditure on this activity like transportation and safe storage will be the responsibility of IAME.

8.0 TIMELINES

Activity	Timelines
Procurement of Samples for First Check Testing	To be intimated by BEE as and when sampling plan is generated
Procurement of Samples for Second Check Testing	Within 20 working days from date of intimation by BEE / SDA
Sample Non-Availability Report (Second Check Testing)	Within 7 working days after last date of procurement timeline.

9.0 PAYMENT TERMS

- (i) Expenses incurred by IAME towards procurement of samples and transportation of samples to labs shall be reimbursed upon the submission of actual bills / invoices to BEE.
- (ii) Charges for witness check testing and for procurement of appliance / equipment, IAME shall be eligible for the following:

Sr. No.	Particulars	Ceiling Limit (excluding taxes)
1	Witness Check Testing - Local / Non-Local Visit	₹4,000/- per day for local & non-local visits
2	Procurement of Appliances	The following shall be paid per month: (1) Net procurement up-to ₹5.00 Lacs – 5% of net procurement cost.

		(2) Net procurement up-to ₹10.00 Lacs – 10% of net procurement cost. (3) Net procurement above ₹10.00 Lacs – 12% of net procurement cost. (Net procurement of appliances is considered without applicable GST)
3	Lodging + Boarding (For outstation travel)	Reimbursement of single room rent on actual basis, subject to a maximum of ₹3,000/- per day.
4	Outstation travel	2 AC / 3AC / SL by rail or by any cheapest airline in economy class.

*Copies of ticket (copy of boarding pass in case of airline travel) and bills of boarding & lodging to be appended with the invoice to be submitted to BEE.

** No per day charges will be payable for local / non-local visits / online for procurement of appliance / equipment,

- (iii) Visit to Delhi & NCR regions would be considered as local visit.
- (iv) IAME shall not receive any other remuneration in connection with the work except as provided in the EoI document.
- (v) Payment authority will be Bureau of Energy Efficiency. IAME shall raise the invoice in favor of "The Secretary, Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, Sector – 1, R. K. Puram, New Delhi".
- (vi) The payment will be considered on submission of original invoices and supporting documents and deduction (if any).
- (vii) IAME shall submit the original invoice along with supporting documents of preceding month within first week of succeeding month to BEE for consideration. Any invoice submitted after the first week would be considered for processing in the first of week of coming month.
- (viii) In case of any dispute during process of verification, check testing, payment terms, payments, etc., the decision by DG, BEE, will be considered as final & binding.

10.0 INSTRUCTIONS

(A) Submission of Proposals

- (i) While preparing the proposal, agency is expected to examine the list of appliances along with applicable reference standards.
- (ii) Agency shall prepare and submit, in original, each of the documents clearly marked & sealed:
Envelope 1: Proposal Processing Fees
Envelope 2: Technical Proposal
- (iii) These two sealed envelopes should be put in another envelope, sealed, super-scribed "**Proposal for Empanelment of Agency as IAME for Procurement of Appliance / Equipment under BEE S&L Programme**" and addressed to Secretary, BEE.
- (iv) Under no circumstances, any proposal received after the last date & time will be accepted. Hence, agencies are advised to submit their Proposals before the stated last date and time. BEE will not be responsible for any delays.
- (v) Agency shall properly align all the required eligibility documents and mark page numbers. The same should be stated in Form 1. Failing this, the proposal shall be technically rejected and not considered for further evaluation.
- (vi) All copies of certificates / documents required as per the EoI should be signed and stamped.

- (vii) Preliminary scrutiny of the proposal will be made to determine whether the applications are complete, whether the qualifying documents are submitted and in order and the other documents have been properly signed. Proposals not conforming to such preliminary requirements will be rejected prima facie.

(B) Other Terms & Conditions

- (i) Unless terminated earlier pursuant to terms of agreement, the contract shall expire at the end of twelve (12) months from the date of signing of agreement. Subject to the satisfactory performance of services by the Agency, BEE may extend the contract for a further period up to 24 months, with no more than 12 months extension at a time, on same terms and conditions of EoI / Agreement.
- (ii) The successful agency (IAME) will have to enter an agreement on ₹100/- non-Judicial stamp paper within 10 days after intimation of letter of acceptance of proposal.
- (iii) In order to ensure transparency, equity and competitiveness in public procurement, as mandated by the Central Vigilance Commission, as a part of this EoI document, BEE has provided an Integrity Pact which is required to be furnished by the Agency as an essential preliminary qualification requirement under this EoI.
- (iv) An Integrity Pact, as per the format stated in the EoI document, shall be duly signed and sealed by the authorized signatory of the Agency and submitted as a part of the Technical Proposal. If the Agency is a Joint Venture or Consortium, then this Pact must be signed by all partners or members.
- (v) The Integrity Pact shall be read as an integral part and parcel of the EoI document and the Contract/ Agreement to be signed between the successful Agency and BEE. The Integrity Pact shall be operative from the date it is signed by both the Parties till the final completion of the contract.
- (vi) In the event, if IAME is found performing below the set-out quality standards, it shall be lawful for BEE, in its discretion, to cancel empanelment and / or take suitable action as decided by competent authority of BEE.
- (vii) BEE reserves the right to reject any or all the proposals received at its discretion, without assigning any reason whatsoever and no costs would be paid to agency for the same.
- (viii) In case of any dispute during process of empanelment / check testing, the decision of Director General, BEE (DG, BEE) will be considered final.
- (ix) Acceptance of proposal rests with DG, BEE. No reasons will be given for acceptance or rejection of the contract thereof.
- (x) BEE reserves the right to cancel this EoI before/after the contract is awarded. Any / all proposals may be rejected in whole or in part when it is in the best interest of BEE.
- (xi) BEE may, on its own or on receipt of a complaint regarding any error or inconsistency or misrepresentation, within 6 months from date of complaint, initiate action as deemed appropriate. Any cost associated for remedial action shall be borne by the laboratory.
- (xii) If for any reason the IAME, after its empanelment is suspending or stopping its services for any anticipated/unforeseen reason, shall be intimated to BEE at least 30 days in advance.
- (xiii) BEE reserves the right to transfer assigned work or a part of work to another IAME in case of delays in unreasonable delays in processing of assigned work. No payments will be made to the defaulter IAME in such cases.
- (xiv) **All other terms and conditions defined in the Agreement Document & Minutes of Prebid Meeting shall be applicable.**

(D) Conflict of Interest

The IAME empaneled for the work will have to maintain the confidentiality of the information. In no case, IAME is allowed to use the data or share the information with a third party. BEE /

SDA shall hold the copyrights over any of the data collected or compiled in the course of work.

(E) Disclaimer

BEE / SDA 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 / SDA and/or any of its officers, employees.

(F) Amendment of EOI

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

11.0 Eoi FORMS

The Eoi must be submitted with documents as stated in the Eoi along with the following forms:

- a) Form 1: Summary of Documents Submitted.
- b) Form 2: Agency Details
- c) Form 3: Declaration of Agency Not Black-Listed
- d) Form 4: Citation of Past Experience in Inspection / Product Certification
- e) Form 5: Details of NABCB Accreditation

FORM 1 - SUMMARY OF DOCUMENT SUBMITTED

Sr. No.	Requirement	Document Required	Page Number
1	Agency must be a registered in India.	Copy of certificate of Incorporation issued by relevant authority in India	
2	Agency must be registered with Goods and Services Tax (GST)	Copy of certificate issued by relevant GST Authority	
3	Agency registered as MSME	Copy of certificate from appropriate authority	
4	Agency must be NABCB accredited inspection body / product certification body	Copy of certificate from appropriate authority	
5	Agency Details	Form - 2	
6	Declaration - Agency not black-listed	Form - 3	
7	Manpower & sample storage information	Form - 4	
8	NABCB accreditation & Past experience	Form - 5	

Note: Copies of certificates / documents required as per the Eoi should be signed and stamped.

FORM 2 – AGENCY DETAILS
(Clearly Typed on Agency Letter head)

(A) Details of Agency:

Name of Agency	
Year of Establishment	
Address with Pin-code	
Website Address, if any	
Under any Ministry / State Govt. Department (Yes / No) If Yes, please state details	

(B) Communication Details:

Head / Chief of Agency	
Name	
Designation	
Mobile Number	
Email	
Authorized Two Persons of Agency for Communication	
(1) Name of Person	
Designation	
Mobile Number	
Email	
(2) Name of Person	
Designation	
Mobile Number	
Email	

Date:

(Signature with Agency Seal)

Place:

.....

Name of Authorized Official:

Designation:

**FORM 3 – DECLARATION AGENCY IS NOT BLACK-LISTED BY ANY GOVERNMENT
AGENCY IN INDIA**

(Clearly Typed on Agency Letter head)

To,

The Secretary,

Bureau of Energy Efficiency (BEE),
4th Floor Sewa Bhavan,
Sector-1, R.K. Puram New
Delhi-110 066.

This is to certify that I/We, Proprietor/ Partner(s)/ Director(s) of M/s (**Name of Agency**) have not been blacklisted by any Central / State Government Ministry, Institutions, Departments, PSUs, etc. in the last 5 years preceding the proposal submission date and there has been no litigation with any of them on account of our services.

M/s (**Name of Agency**) hereby declares that it is not involved in any criminal cases and is neither involved in corrupt or fraudulent or coercive practices nor has been declared or black listed by any Central / State Government Ministry, Institutions, Departments, PSUs, etc.

If at any stage of bidding or after award of work order or execution of the contract, it is found that M/s (**Name of Agency**) has concealed any such information or if this declaration is found to be false in any manner, BEE may take suitable action against M/s (**Name of Agency**) including but not limited to the rejection of proposal/termination of work order or Contract, and such action shall be without prejudice to any other right or remedy of BEE including blacklisting or future debarment for a period of 3 years.

Date:

(Signature with Agency Seal)

Place:

.....
Name of Authorized Official:

Designation:

FORM 4 – MANPOWER & SAMPLE STORAGE INFORMATION

(Clearly Typed on Agency Letter head)

To,
Secretary, BEE
New Delhi.

We certify that the below stated number of skilled / non-skilled people would be engaged for BEE work:

Check Testing of Appliance / Equipment

Skilled (Nos.)	Qualification	Un-Skilled (Nos.)

(Add more rows as per requirement)

Note: Enclose brief CVs of the skilled people

We have adequate safe space to store the check tested appliance / equipment up to the disposal time which may be one year from date of collection of samples.

Date:
Place:

(Signature with Agency Seal)

.....
Name of Authorized Official:
Designation:

FORM 5 – NABCB ACCREDITATION & PAST EXPERIENCE

(Clearly Typed on Agency Letter head)

To,
Secretary, BEE
New Delhi.

This is to certify that M/s (**Name of Agency**) is NABCB accredited and is eligible to conduct work as per requirements of BEE under Standards and Labeling program. Details of Accreditation are as stated below:

Accreditation Standard	NABCB Certificate Number	IAF	Validity	
			From	To

(Attach signed & stamped copy of each document)

We have work experience as inspection body / product certification body for:

- (1) Number of years (as inspection body):
- (2) Number of years (as product certification body):

Date:

(Signature with Agency Seal)

Place:

.....

Name of Authorized Official:

Designation:

12.0 FORMAT FOR PROPOSAL
(Clearly Typed on Agency Letter head)

To,

Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066

Subject: **Empanelment with BEE as IAME as per EoI**

- We hereby express our interest for empaneling with BEE as IAME on the terms and conditions stated in EoI.
- We accept the terms and conditions as enumerated in the EoI document, Agreement and pre-bid minutes document.
- We also accept the payment terms as stated in EoI document and Agreement.
- If samples are to be stored beyond one year from the date of collection of samples from labs, our proposed storage space rental charges (excluding applicable GST) are _____ ₹ per sq. ft. per month).

Date:
Place:
Name of Authorized Official:
Designation:

(Signature with Agency Seal)
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13.0 AGREEMENT FOR EMPANELMENT AS INDEPENDENT AGENCY FOR MONITORING AND EVALUATION (IAME) FOR BUREAU OF ENERGY EFFICIENCY (BEE)

This Agreement for Empanelment as Independent Agency for Monitoring and Evaluation (“**Agreement**”) is made on this _____ day of _____ 2023.

By and Between

The Bureau of Energy Efficiency, a statutory body under the auspices of the Ministry of Power, Government of India established under the provisions of the Energy Conservation Act, 2001 having its office at 4th Floor, Sewa Bhawan, R.K Puram, New Delhi – 110066 (hereinafter referred to as the “**BEE**” which expression shall unless repugnant to the context include its administrators, successors, executors and permitted assigns) of the **First Part**.

AND

_____, having its office at _____ (hereinafter referred to as the “**Agency**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors, executors and permitted assigns) of the **Second Part**.

(BEE and the Agency are hereinafter individually referred to as the ‘Party’ and collectively as ‘Parties’)

WHEREAS,

A. BEE had issued an Expression of Interest (“**EoI**”) dated _____ to invite proposals from interested and technically qualified National Accreditation Board for Certification Bodies (NABCB) accredited conformity assessment/ product certification agencies for Empanelment as Independent Agencies for Monitoring & Evaluation (IAME) under the Standards & Labeling Programme of BEE.

B. The Agency, having represented to BEE that it possesses the required accreditation from the National Accreditation Board for Certification Bodies (NABCB) as an accredited conformity assessment/product certification agency and possesses the required technical resources, professional skills and personnel to perform the Services (*defined hereinafter*) as specified in the EoI, had offered to provide the Services and submitted its Application dated _____ in response to the EoI issued by BEE;

C. Subsequent to the evaluation of the Applications received, the Agency was selected as one of the empaneled Independent Agencies for Monitoring and Evaluation (IAME) under the Standards & Labeling (S&L) Programme by BEE and issued a Letter of Acceptance of Proposal (“**LOA**”) bearing reference no. _____ dated _____, pursuant to which the Agency has agreed to the provision of Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

For the purposes of this Agreement, the terms used herein shall, unless repugnant to the context thereof, have the meaning assigned to them as under:

1.0 DEFINITIONS:

- 1.1 **“Agreement”** shall mean this agreement containing the terms & conditions set forth & agreed herein, including all other documents annexed thereto or incorporated by reference herein;
- 1.2 **“Agency”** shall have the meaning ascribed to it in the array of Parties;
- 1.3 **“Applicable Laws”** shall mean any statute, law, regulation, ordinance, rule, notification, rule of common law, judgment, order, decree, bye-law, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration of any of the foregoing having the force of law, by any Government Authority having jurisdiction over this Agreement and the Services to be performed herein;
- 1.4 **“Force Majeure Event”** shall have the meaning ascribed to in Clause 6 of this Agreement;
- 1.5 **“Government”** means the Government of India;
- 1.6 **“Government Authority”** shall mean any government department, commission, board, bureau, agency, regulatory authority, instrumentality, court, tribunal or other judicial, quasi-judicial or administrative body, central, state, provincial or local authority and/ or any other lawful authority having jurisdiction over the matter or matters in question;
- 1.7 **“LOA”** shall have the meaning ascribed to it in Recital C;
- 1.8 **“Laboratory”** shall mean a laboratory empaneled with BEE for carrying out check testing of appliance under the Standards and Labeling Programme of BEE. The term **“Laboratories”** shall be construed accordingly;
- 1.9 **“Personnel”** means professionals and support staff provided by the Agency and assigned to perform the Services or any part thereof under this Agreement;
- 1.10 **“Services”** means the services to be performed by the Agency as per the scope of services described in Annexure-A of this Agreement.
- 1.11 The headings shall not limit, alter or affect the meaning of this Agreement.

2.0 APPOINTMENT AND SCOPE OF WORK:

2.1 APPOINTMENT

Subject to the terms of this Agreement, BEE hereby appoints the Agency for providing Services to BEE and the Agency hereby accepts the empanelment from BEE to perform the Services on the terms and conditions provided herein.

2.2 SCOPE OF SERVICES TO BE PERFORMED BY THE AGENCY:

- 2.2.1 Subject to the provisions of this Agreement, the scope of services to be rendered by the Agency for BEE will be as per **Annexure-A** (Scope of Services) of this Agreement.
- 2.2.2 The deliverables as mentioned in Annexure-A of this Agreement shall be provided by the Agency within the timelines mentioned in Part-E (Timelines) provided in Annexure-A.

3. TERM OF AGREEMENT:

- 3.1 This Agreement shall be deemed to come into force and effect on the date of signing of this Agreement (the “**Effective Date**”).
- 3.2 **Expiration of Agreement:** Unless terminated earlier pursuant to Clause 8 hereof, this Agreement shall expire at the end of twelve (12) months from the Effective Date. Subject to the satisfactory performance of Services by the Agency, BEE may extend the Agreement for a further period up to 24 months, with no more than 12 months extension at a time, on same terms and conditions.

4. OBLIGATIONS OF THE PARTIES

4.1 GENERAL OBLIGATION OF THE AGENCY:

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, impartiality, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services to be provided hereunder, as a faithful advisor to BEE, and shall at all times support and safeguard BEE’s legitimate interests in any dealings with Laboratories and/ or third parties.

4.2 OBLIGATIONS OF THE AGENCY

- 4.2.1 Agency shall perform all the obligations as enlisted in **Annexure- A** including the core obligations as listed below:
- (i) The Agency shall ensure adherence to the sampling plan provided by BEE and in case of any non-compliance or deviation from the sampling plan in the sample procurement activity or in the event of the procurement of incorrect samples or any delay in procuring the samples, BEE reserves the right to take appropriate action against the Agency as it may deem fit including but not limited to termination of this Agreement.
 - (ii) Agency shall procure the samples as per BEE’s sampling plan, on pan-India basis, randomly from the open market from authorized dealers / retailers / distributors and not from manufacturers’ warehouses.
 - (iii) Agency may also procure the samples online from prominent e-market platforms and have the same delivered to their premises. The sole responsibility for the correctness of the sample purchased online will be that of the Agency. In case incorrect / wrong model is delivered by the e-commerce platform, the correct model shall be ordered by the Agency immediately without waiting to return the wrong model and receive the

correct model. No charges will be paid by BEE for incorrect / model purchased or delivered.

- (iv) The Agency shall be solely responsible for the transportation of samples to the concerned Laboratory where check testing is required to be carried out. Agency shall ensure that the sample is received at the concerned Laboratory as per the guidelines mandated and it is not tampered with or damaged. The samples once packed properly shall be opened in front of the authorized Laboratory representative at the respective Laboratory. Agency can use any courier/ logistic services to expedite the delivery of samples to the Laboratory.
- (v) Agency shall also be responsible for providing timely intimation to the Laboratory on the samples to be subjected for check testing. All original bills and declarations in the procurement of samples shall be maintained securely by the Agency.
- (vi) Agency's authorized Personnel shall be present at the time of delivery of the sample to the Laboratory and shall verify that the sample is not physically damaged at the time of delivery to the designated Laboratory.
- (vii) Agency shall be responsible for any damage to the sample during transportation where such damage makes the sample unfit for check testing. In such event, Agency will arrange for fresh sample for check testing and will bear all the costs associated with the procurement of sample and transportation to the Laboratory.
- (viii) The Agency shall along with the Laboratory shall be liable to check the fitness of sample received for check testing and prepare & submit a joint report if the sample is not fit for testing along with reasons.
- (ix) Agency Personnel shall be necessarily present at the time of Second Check Testing by the concerned Laboratory. However, presence of agency personnel at the time of First Check Testing is optional.

4.2.3 **Storage of Check Tested Appliance / Equipment**

- (i) The Agency shall collect the check tested appliance / equipment from the respective Laboratories for storage and disposal as per the directions of BEE.
- (ii) Agency will ensure adequate storage space to store the check tested appliance / equipment for such time till their disposal, as determined by BEE, which in any case will not be less than one (1) year from the date of receipt of the samples. If BEE determines that the samples are required to be disposed of, upon such disposal, BEE shall retain to itself 70% of the salvage value of the check tested appliance / equipment which are being disposed of and pay 30% of such salvage value to the Agency.
- (iii) The entire expenditure on storage and disposal activity including transportation and safe storage will be borne by the Agency.

4.2.4 Agency shall not sub-contract any part of the Services contemplated under this Agreement.

4.2.5 **Conflict of Interests:** Agency shall hold BEE's interest's paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests in such a manner that it does not compromise the quality of Services envisaged herein and/ or the interests of BEE. If during the period

of this Agreement, a conflict arises for any reason, the Agency shall promptly disclose the same to BEE and seek its instructions.

4.2.8 **Prohibition of Conflicting Activities:** The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would be in conflict with the activities/ Services assigned to them under this Agreement.

4.2.7 **Confidentiality:** It is hereby agreed that during the term of the Agreement and after the termination of the Agreement, except with the prior written consent of BEE, the Agency and their employees, officers, directors, agents etc. shall not at any time communicate to any person or entity any confidential information relating to this Agreement and the Services, acquired in the course of the performance of the Services, nor shall the Agency and their employees, officers, directors agents etc. make public any of the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive the termination of the Agreement.

5.2.8 **Accounting, Inspection and Auditing:** The Agency shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with the internationally accepted principles and in such form and detail as will clearly identify the Services provided under this Agreement.

4.2.9 **Reporting Obligations:** The Agency shall submit to BEE the deliverables including reports and documents along with any additional information that may be sought by BEE within the time periods set forth in Part E (Timelines) of Annexure- A of this Agreement.

4.2.10 **Documents prepared by the Agency to be the property of BEE:** All reports and other documents prepared by the Agency for BEE under this Agreement shall become and remain the exclusive property of BEE. The Agency shall not use the same anywhere, without taking prior permission in writing from BEE and BEE reserves the right to grant or deny any such request of the Agency.

4.3 **BEE' OBLIGATIONS:**

4.3.1 BEE shall use its best efforts to provide necessary documents/letters as may be required and are within its authority to issue, for the following:

- (a) Requisite documents as shall be necessary to enable the Agency or its Personnel to perform the Services.
- (b) For issuing instructions to officials, agents and representatives of the Government as may be necessary or appropriate for the prompt and effective implementation of the Services.

4.3.2 In addition to above, BEE shall provide to the Agency and its Personnel such other assistance on best efforts basis without any binding obligation, as may be required for performing the Services under the Agreement.

5. **SERVICE FEE:**

5.1 BEE shall pay the Agency the costs towards the Services performed as per the rates of Services specified in **Annexure-B** of this Agreement, in accordance with the terms of payment as specified in Clause 5.2 below.

5.2 **TERMS OF PAYMENT:**

BEE shall arrange to release payments to the Agency as per the terms of payment provided below:

- (i) Expenses incurred by the Agency towards procurement of samples and transportation of samples to the Laboratories shall be reimbursed upon the submission of actual bills / invoices to BEE at the rates provided in **Annexure- B** of this Agreement provided the Agency is not otherwise disentitled to receive the same under the terms of this Agreement.
- (ii) If there is any damage to the sample during the transportation where such damage makes the sample unfit for check testing, the Agency will bear all the costs associated with the procurement of fresh sample and transportation to the Laboratory and BEE shall not be liable to reimburse the expenses incurred thereby.
- (iii) BEE shall not make payment for the procurement and transportation expenses of any sample which is incorrectly procured or delivered to the Laboratory.
- (iv) In the event, BEE hands over the work or any part thereof under this Agreement to another agency for any unreasonable delay in the completion of the work by the Agency, BEE shall not be liable to make any payment for such work or part thereof to the Agency.
- (v) The request for payment by the Agency will be considered only upon submission of original invoices and supporting documents. All/any payments shall be subject to statutory deductions and other deductions (if any) in terms of this Agreement.
- (vi) Agency shall submit the original invoice for the expenses incurred in a month along with supporting documents in the first week of the succeeding month to BEE for consideration. Any invoice submitted after the first week of a month would be considered for processing in the first of week of the next month.
- (vii) Upon submission of the invoice, the same shall be verified by BEE to ascertain its correctness. If any further supporting proofs are sought by BEE, the same shall be provided by the Agency. If any discrepancy is found, the same shall be got rectified by BEE before releasing the payment.
- (viii) All payments under this Agreement shall be made to the designated bank account of the Agency. Payments shall be subject to tax deductions at source (TDS) and other deductions, if any on account of liquidated damages, etc. provided herein. GST shall be paid additionally by BEE at the prevailing rate.

6.0 **FORCE MAJEURE:**

6.1 Force Majeure is hereby defined as any cause, which is beyond the control of BEE or the Agency, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the work including, but not limited to the following:

- (a) Natural phenomena including but not limited to floods, earthquakes, epidemic, etc.
- (b) Restrictions imposed by the Government;
- (c) War, declared or undeclared, quarantines, embargoes etc.,
- (d) Hostilities, revolutions, riots, civil commotions, strike, terrorism and lockdown or curfew imposed by the Government.

6.2 BEE or the Agency shall not be liable for any delay in performing its obligations resulting from Force Majeure causes as referred to and/or defined herein above provided that the Party affected by such Force Majeure event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. Should one or both Parties be prevented from fulfilling their obligations by state of Force Majeure lasting for a period of 60 (sixty) days, the Parties shall consult each other and decide as to further course of action including termination of this Agreement.

6.3 **Measures to be Taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than (seventy-two) 72 hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions within (seventy-two) 72 hours of the cessation of such Force Majeure event.
- (c) Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by BEE, shall either:
 - (i) Demobilize; or
 - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorate basis for the part of the Services satisfactorily performed, under the terms of this Agreement.
- (e) Neither BEE nor the State Designated Agency (SDA) or the Agency shall be liable for any compensation or extra costs during the existence of the Force Majeure event.

7. **Fraud and Corruption**

7.1 **Definitions:** It is BEE's policy to require that BEE as well as the Agency observe the highest standard of ethics during the execution of the Agreement. In pursuance of this policy, BEE defines, for the purpose of this provision, the terms set forth below:

- (i) "Corrupt Practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution and performance of services thereunder;

- (ii) “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract and performance of services thereunder;
- (iii) “Collusive Practice” means a scheme of arrangement between two or more agencies/entities, with or without the knowledge of BEE, designed to establish prices at artificial, non-competitive levels;
- (iv) “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract and performance of services thereunder.

7.2 Measures to be taken by BEE

- (a) BEE may terminate the Agreement, after giving a written notice of minimum of 30 days to the Agency, if it determines at any time that the Personnel/representatives of the Agency were engaged in Corrupt, Fraudulent, Collusive or Coercive practices during the selection process or the execution of this Agreement, without the Agency having taken timely and appropriate action satisfactory to BEE to remedy the situation.
- (b) BEE may also issue sanctions against the Agency, including declaring the Agency ineligible for a stated period of time, to be awarded a contract by BEE, if it at any time determines that the Agency has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive or Coercive practices.

8.0 TERMINATION OF AGREEMENT:

8.1 Termination By BEE: In addition to any particular instance as specified elsewhere in this Agreement, BEE may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 8.1:

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of notice of such failure from BEE or within such period as BEE may have subsequently approved in writing.
- (b) If Agency enters into compulsory or voluntary liquidation or insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 or has a receiver or manager or an administrative receiver or an administrator appointed over its assets or ceases (or threatens to cease) for any reason to carry on business or if it appears to the Party not in difficulties that it has or may become unable to pay its debts or satisfy its obligations under the Agency.
- (c) If the Agency submits to BEE a false statement which has a material effect on the rights, obligations or interests of BEE.
- (d) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to BEE.
- (e) If the Agency fails to provide quality services as envisaged under this Agreement.
- (f) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days

8.2 By the Agency: The Agency may terminate this Agreement, by giving not less than thirty (30) days’ written notice to BEE in case of the occurrence of any of events specified below:

- (a) If BEE fails to release payment due to the Agency pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- (b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

8.3 Cessation of Rights and Obligations: Upon termination of this Agreement pursuant to Clause 8.1 or 8.2 hereof, or upon expiration of this Agreement pursuant to Clause 3.2 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 4.2.7 hereof, and (iii) any right which a Party may have under the Applicable Laws.

8.4 Cessation of Services: Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 8.1 or 8.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

8.5 Payment upon Termination: Upon termination of this Agreement pursuant to Clauses 8.1 or 8.2 hereof, BEE shall make the following payments to the Agency:

- (a) If the Agreement is terminated pursuant to Clause 8.2, remuneration pursuant to Clause 5 hereof for Services satisfactorily performed prior to the effective date of termination, and any expenditures actually and reasonably incurred in terms of this Agreement prior to the effective date of termination fully supported by proof, which BEE at its sole discretion decides to pay the Agency.
- (b) If the Agreement is terminated pursuant to Clause 8.1 (a) to (f), the Agency shall not be entitled to receive any payment upon termination of the Agreement. However, BEE may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to BEE.

9.0 SETTLEMENT OF DISPUTES & ARBITRATION:

9.1 Any dispute or difference arising out of this Agreement shall be attempted to be amicably settled between the Parties.

9.2 In case of non-settlement of dispute or difference as per clause 8.1 above within a period of thirty (30) days from the date when the dispute was raised by any Party, the matter shall be referred to arbitration by an arbitrator under the Arbitration and Conciliation Act, 1996 & its subsequent amendments thereof.

9.3 The seat and venue of arbitration shall be at New Delhi, India.

9.4 The decision of the arbitrator shall be final and binding upon both the Parties. The expenses of the arbitrator, as determined by the arbitrator and any other costs and

expenses of arbitration proceedings, shall be shared equally by BEE and the Agency. However, the expenses incurred by each Party in connection with the preparation, presentation of their respective cases shall be borne by the Party itself. The arbitration award passed by the arbitrator shall be in writing and shall state the reasons for the award and shall be final and binding on the Parties.

9.5 Notwithstanding anything contained in clauses 9.1. to 9.4 above, if the Agency is a central public sector enterprise or a department of the Government, the dispute shall be resolved as far as possible amicably by mutual negotiations, failing which the Parties shall resolve such disputes through the Administrative Mechanism for Resolution of CPSEs and any other guidelines on the subject issued from time to time by the concerned authority (ies).

9.6 Subject to the arbitration provisions contained hereinabove, this Agreement shall be governed by and construed in accordance with the laws of India and subject to the jurisdiction of the courts at New Delhi.

10.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION:

10.1 The Agency is required to complete the work as per the timelines mentioned in Part E (Summary of Timelines) of Annexure- A of this Agreement. In case of any delay on the part of the Agency in the providing of reports/information to BEE or non-completion of the deliverables (on account of delay which is solely attributable to the Agency), within the timelines mentioned therein, the Agency shall be liable to pay liquidated damages to BEE. The liquidated damages shall be charged at the rate of ₹200/- (Rupees Two Hundred Only) for every day of delay. BEE shall be authorized to deduct/adjust charges towards the liquidated damages at the time of making payments to Agency. The Parties hereby agree that liquidated damages herein are a genuine pre-estimate of the damages that BEE will suffer due to such delay and are not claimed as a penalty towards such delay. The Parties also acknowledge that the aforesaid liquidated damages have been provided in view of the unviability to assess the quantum of damages due to the delay. It is hereby clarified that the right to claim liquidated damages is in addition to other remedies available to BEE under the Agreement and Applicable Laws, and is not in derogation of such remedies.

11. INDEMNITY

11.1 The Agency shall at all times indemnify and keep indemnified BEE, its directors, officers, representatives and agents, from and against:

- (i) All claims / damages etc. for the infringement of any Intellectual Property Rights (IPR) of any third party while providing its Services under the Agreement by the Agency.
- (ii) all/any claims in respect of any damages or compensation payable in consequence of any accident or death of any person or loss to any property or any injury sustained or suffered by the Agency's employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

- (iii) any and all claims by BEE', workmen, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency in respect of wages, salaries, remuneration, compensation or the like.

10.2 All claims regarding indemnity shall survive the termination or expiry of the Agreement.

12. AMENDMENT:

This Agreement may be amended or modified, if necessary, by a written instrument signed by the Parties and the same shall be considered as an integral part of this Agreement.

13. NOTICES:

Notice if given by either Party to the other Party under this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered by registered mail against acknowledgement due and addressed to the signatories to this Agreement.

14. RELATIONSHIP OF THE PARTIES:

Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or employment.

15. WAIVER:

Any failure or delay on the part of any Party to exercise any right or power under this Agreement shall not operate as a waiver thereof.

16. ASSIGNMENT:

The Agency shall not assign this Agreement or sub-contract any portion of this Agreement to any person at any point of time.

17. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law, regulation, government policy or any amendments thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

18. ENTIRE AGREEMENT:

The Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make the Parties liable, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

19. ACKNOWLEDGEMENT OF THE PARTIES:

It is acknowledged and agreed by all the Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any engagement, service or employment in any capacity in any office or establishment of BEE.

IN WITNESS WHEREOF the Parties hereto have fully executed these presents through their duly authorized representatives on the Day, Month and Year mentioned above.

(For & On behalf of BEE)

(For & On behalf of Agency)

(Office Seal)

(Seal/ Stamp)

Place _____

Name:

Designation

Date _____

Signature of Witness 1:

(Name & Address):

Signature of Witness 2:

(Name & Address)

ANNEXURE- A

Scope of Services

The Scope of work / services broadly covers the following:

1. Procurement of Appliance / Equipment for Check Testing
2. Storage of Check Tested Appliance / Equipment

1. Procurement of Appliance / Equipment for Check Testing

I. First Check Testing (FCT)

- (i) The entire activity for shall be locked by IAME in BEE's Star Label portal. BEE would provide the partial administrative rights of this system to the IAME.
- (ii) BEE would provide to IAME on the portal, details of sampling plan along with laboratory where the same is to be transported for check testing.
- (iii) BEE shall generate sampling plan from the appliance / equipment registered on the portal for FCT. BEE may amend the sampling plan in event relating to claims made by third parties such as consumers, consumer groups or regulatory agencies, NGOs, manufacturers regarding the accuracy of claimed ratings of an appliance.
- (iv) The IAME shall procure the samples as per sampling plan, on pan-India basis, randomly from the open market from authorized dealers / retailers / distributors and not from manufacturers' warehouses.
- (v) IAME can procure the samples online from prominent e-market platforms and deliver it to their premises. The complete responsibility of correctness of sample purchased online will be of IAME. In case incorrect / wrong model is delivered by e-commerce platform, the correct model must be ordered immediately without waiting for the return of wrong model. No charges would be payable by BEE for incorrect / model purchased or delivered.
- (vi) During procurement, there is a probability that some samples may not be available at the identified locations. In such cases, IAME shall continue searching the other items mentioned in sampling plan.
- (vii) In-case of non-availability of sample(s) at all identified search locations, IAME shall submit a report to BEE with all facts including locations where appliance were searched.
- (viii) It is also likely that a sample may be found in the market having same technical specifications of the sample listed in the sampling plan but different model number. In such case, IAME need to inform BEE and seek approval for the same. **THIS WILL BE APPLICABLE ONLY IN CASE OF FCT.**
- (ix) Efforts should be made for taking appropriate retail discount on the face of the invoice, wherever possible, and IAME should mention the same as comment on the invoice.
- (x) IAME has to check the particulars (Model Number, Rated Values and Star Rating / Efficiency Class) declared on the BEE Label and the Nameplate of the equipment.
- (xi) In case there is a mismatch, appliance / equipment shall be procured by IAME and transported to its premises for storage and a non-compliance report against that model should be submitted separately to BEE.

- (xii) In-case the values are found to be correct, IAME shall procure the sample and send and enter the details of the appliance / equipment in BEE S&L portal.
- (xiii) In all the cases, the invoices should mention the complete address of BEE and the serial number of the model on the face of the invoice. IAME may also use the following format for name on Invoice – Name of IAME, c/o Bureau of Energy Efficiency.
- (xiv) Procurement from unauthorized dealer or without proper billing is not permitted.
- (xv) After purchasing the appliance / equipment, IAME has to fix the “IAME Holograms” on the BEE Labels. Two holograms are to be pasted on BEE label on appliance / equipment and two holograms on BEE label on the packaging.
- (xvi) The holograms should be pasted in such a way that half of the hologram is on BEE label and half on the equipment / packing.
- (xvii) IAME shall ensure adherence to the sampling plan and in case of any non-compliance in sample procurement activity or procurement of incorrect samples or any delay in procuring samples, BEE reserves the right to take suitable action.
- (xviii) In case IAME declines procurement, an advance notice is to be given to BEE. BEE reserves the right to take suitable action.
- (xix) IAME shall be completely responsible for the transportation of samples to the laboratory. IAME has to ensure that the sample is received at laboratory in a correct manner and it is not tampered with or damaged, till it is opened in front of authorized laboratory representative at respective lab. IAME can use any services (courier, other logistics) to expedite the delivery of samples to the labs.
- (xx) IAME shall also be responsible for providing timely intimation to the laboratories about the samples and assist BEE / State Designated Agency (SDA) / Laboratory . All original bills and declarations shall be secured.
- (xxi) IAME should be present at the time of delivery of sample to lab and verify that the sample is not physically damaged at the time of delivery to the designated Laboratory.
- (xxii) The laboratory and IAME shall check the fitness of sample received for check testing. A joint report has to be prepared by IAME with labs and submitted to BEE if the sample is not fit for testing along with reasons.
- (xxiii) Any damage to the sample during transportation making sample unfit for testing, it will be sole the responsibility of IAME. The IAME has to make another sample available for testing and all cost associated for sample procurement and transportation to the lab is to be borne by IAME only.
- (xxiv) **It is optional for IAME to depute its representative to witness FCT.**

II. Second Check Testing (SCT)

- (i) SCT of the appliance / equipment is required in case a specific model fails in FCT.
- (ii) If any sample fails in FCT, IAME shall initiate procurement of samples, as directed by BEE/SDA, on pan-India basis, for SCT.
- (iii) In-case of non-availability of samples for SCT, IAME shall submit a report to BEE with all facts including locations where appliance was searched.
- (iv) IAME has to check the particulars (Model Number, Rated Values and Star Rating / Efficiency Class) declared on the BEE Label and the Nameplate of the equipment.
- (v) Clauses 7.1.1 (xi) to 7.1.1 (xxiii) shall be applicable for adhering to by IAME.

- (vi) **SCT shall be performed by the lab in the presence of BEE / SDA and representative of IAME & Manufacturer.**
- (vii) Testing shall be done as per the test parameters defined in BEE Schedules / Gazette Notification (as applicable) for respective appliance/equipment which are available on BEE's S&L portal.
- (viii) SCT reports shall be jointly signed by representatives of laboratory, manufacturer & IAME and inspecting official from BEE / SDA.

D. Storage of Check Tested Appliance / Equipment

- (i) IAME shall collect the check tested appliance / equipment from the respective labs for storage and disposal as per the directions of BEE.
- (ii) IAME must have adequate storage space to store the check tested appliance / equipment up-to the disposal time which may be one year from the date of collection of the samples.
- (iii) If samples are to be stored beyond one year from the date of collection, IAME shall provide rental charges (excluding applicable GST) in the proposal itself (in terms of ₹ per sq. ft. per month).
- (iv) BEE may engage an agency for disposing the check tested appliance / equipment and may consider retaining 70% of salvage value and share 30% with IAME.
- (v) Other expenditure on this activity like transportation and safe storage will be the responsibility of IAME.

E. TIMELINES

Activity	Timelines
Procurement of Samples for First Check Testing	To be intimated by BEE as and when sampling plan is generated
Procurement of Samples for Second Check Testing	Within 20 working days from date of intimation by BEE / SDA
Sample Non-Availability Report (Second Check Testing)	Within 7 working days after last date of procurement timeline.

ANNEXURE- B

Rates/Cost of Services

- (i) Expenses incurred by IAME towards procurement of samples and transportation of samples to labs shall be reimbursed upon the submission of actual bills / invoices to BEE.
- (ii) Charges for witness check testing and for procurement of appliance / equipment, IAME shall be eligible for the following:

Sr. No.	Particulars	Ceiling Limit (excluding taxes)
1	Witness Check Testing - Local / Non-Local Visit	₹4,000/- per day for local & non-local visits
2	Procurement of Appliances	The following shall be paid per month: (1) Net procurement up-to ₹5.00 Lacs – 5% of net procurement cost. (2) Net procurement up-to ₹10.00 Lacs – 10% of net procurement cost. (3) Net procurement above ₹10.00 Lacs – 12% of net procurement cost. (Net procurement of appliances is considered without applicable GST)
3	Lodging + Boarding (For outstation travel)	Reimbursement of single room rent on actual basis, subject to a maximum of ₹3,000/- per day.
4	Outstation travel	2 AC / 3AC / SL by rail or by any cheapest airline in economy class.

*Copies of ticket (copy of boarding pass in case of airline travel) and bills of boarding & lodging to be appended with the invoice to be submitted to BEE.

** No per day charges will be payable for local / non-local visits / online for procurement of appliance / equipment,

- (iii) Visit to Delhi & NCR regions would be considered as local visit.
- (iv) IAME shall not receive any other remuneration in connection with the work except as provided in the EoI document.
- (v) Payment authority will be Bureau of Energy Efficiency. IAME shall raise the invoice in favor of "The Secretary, Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, Sector – 1, R. K. Puram, New Delhi".
- (vi) The payment will be considered on submission of original invoices and supporting documents and deduction (if any).
- (vii) IAME shall submit the original invoice along with supporting documents of preceding month within first week of succeeding month to BEE for consideration. Any invoice submitted after the first week would be considered for processing in the first of week of coming month.
- (viii) In case of any dispute during process of verification, check testing, payment terms, payments, etc., the decision by DG, BEE, will be considered as final & binding.

14.0 UNDERTAKING FOR INTEGRITY PACT

(Clearly Typed on Agency Letter head)

To
The Secretary,
Bureau of EN
4th Floor, Sewa Bhawan,
R.K. Puram,
New Delhi - 110066

Subject: EoI for Empanelment of Independent Agency for Monitoring & Evaluation (IAME)
For Procurement of Appliance / Equipment Under Standards & Labeling Programme

Dear Sir,

I/We have taken note of the Integrity Pact of the above stated EoI. I/We understand that only those Agencies who commit themselves to such a Pact with BEE, would be considered competent to participate in the empanelment process; signing of the Integrity Pact and furnishing the same as a part of our intent, is an essential preliminary qualification requirement.

I/ We understand that the Integrity Pact shall be read as an integral part and parcel of the EOI document and Contract/Agreement to be signed between the successful Agency and BEE and I/We undertake to remain bound by its provisions.

Any violation of the same at any stage i.e., during empanelment process and / or during contract execution stage, would entail disqualification of the Agency and exclusion from future business dealings.

I/We hereby confirm and undertake that in the event I/We commit any violation of the Integrity Pact at any stage, it would entail disqualification of the Agency from the empanelment process and if the work has been awarded to me/us, then it would lead to the cancellation of the letter of award and termination of our Contract/Agreement with BEE, and my/our exclusion from future business dealings with BEE as per the existing provisions of GFR 2017, Prevention of Corruption Act, 1988 and other financial rules / guidelines as may be applicable to BEE.

I / We further certify that I/we am/are competent and authorized to give this undertaking on behalf of _____ (Name of Agency). The duly signed Integrity Pact is enclosed with the proposal.

Date: _____ (Signature with Agency Seal)
Place:
Name of Authorized Official:
Designation:

15.0 FORMAT OF INTEGRITY PACT

(To be executed on the plain paper and submitted along with Technical Bid)

This Integrity Pact is made at _____ on this _____ day of 20__.

BETWEEN

The Bureau of Energy Efficiency, a statutory body formed under the Energy Conservation Act, 2001 under the auspices of the Ministry of Power, Government of India, having its office at 4th Floor, Sewa Bhavan, Sector-1, R.K. Puram, New Delhi (hereinafter called the “**BEE**” which expression unless repugnant to the context shall mean and include their successors and assigns) of the **FIRST PART**;

AND

_____ (*Name of the Agency*), acting through Shri/Smt/Ms. _____ (*Name of the Authorized signatory*), holding the designation of _____ [*Designation of the Authorized signatory*] (hereinafter referred to as the “**Agency**”, which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns) of the **SECOND PART**.

Preamble

WHEREAS, BEE had issued Expression of Interest (“Eoi”) dated _____ to invite proposals for Empanelment of Independent Agency for Monitoring & Evaluation (IAME) For Procurement of Appliance / Equipment Under Standards & Labeling Programme (hereinafter referred to as the “**Empanelment**”).

AND WHEREAS, BEE 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 Agencies.

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 RfP documents and the Contract Agreement between the Parties.

The “BEE” and the “Agency”, 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 BEE

(1) BEE commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of BEE, personally or through family members, will in connection with the EoI, or the execution of contract/agreement, 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) BEE will, during the empanelment process, treat all Agencies with equity and reason. BEE will, in particular, before and during the empanelment process, provide to all Agencies the same information and will not provide to any Agency, confidential/additional information through which the Agency could obtain an advantage in relation to the tendering process or the contract execution.

(c) BEE will exclude all known prejudiced persons from the process.

(2) If BEE 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, BEE 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 Agency

The Agency commits himself to take all measures necessary to prevent corruption and commits to observe the following principles during its participation in the empanelment process and during the contract execution:

(a) Agency will not directly or through any other person or firm offer, promise or give to any of BEE's employees, involved in the empanelment 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) Agency will not enter with other Agencies 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 consents / interest or any other action to restrict competitiveness or to introduce cartelization in the empanelment process.

(c) Agency will not commit any offence under the relevant IPC/PC Act and other Statutory Acts. Further, Agency will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by BEE as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) Agency will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. It shall also disclose the details of services agreed upon for such payments.

(e) Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(f) Agency will not bring any outside influence through any Govt. bodies / quarters directly or indirectly on the empanelment process.

Article-3 Disqualification from empanelment process and exclusion from future contracts

(1) If the Agency, 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 its reliability or credibility in question, BEE is entitled to disqualify the Agency from the empanelment process including blacklist and put on holiday the Agency for any future works. 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 BEE, taking into account the severity of the transgression. The severity will be determined by BEE 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 Agency and the amount of the damage.

(3) A transgression is considered to have occurred if BEE after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".

(4) Agency with its free consent and without any influence agrees and undertakes to respect and uphold BEE'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 BEE to the effect that a breach of the provisions of this Integrity Pact has been committed by Agency shall be final and binding on Agency, however, Agency 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, Agency shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of BEE, the exclusion of Agency could be revoked by BEE if Agency can prove that it has restored/recouped the damage caused by it and has installed a suitable corruption prevention system in its organization.

Article-4 Compensation for Damages

(1) If BEE has disqualified the Agency from the empanelment process prior to the award according to Article-3, BEE shall be entitled to demand and recover the damages as deemed suitable apart from any other legal right that may have accrued to BEE.

(2) If the work has been awarded/agreement signed, then in addition to (1) above, BEE shall be entitled to cancel the letter of award /agreement issued to the Agency and recover liquidated and all damages as per the provisions of the contract / agreement against termination.

Article-5 Previous Transgression

(1) Agency 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 empanelment process.

(2) If the Agency makes incorrect statement on this subject, it can be disqualified from empanelment process or action for its exclusion can be taken as mentioned under Articles above and shall be liable for compensation for damages as per Article-4 above.

Article-6 Equal treatment of all Agencies

- (1) BEE will enter into agreements with identical conditions as this one with all Agencies.
- (2) BEE will disqualify from the empanelment process all Agency who do not sign this Pact or violate its provisions.

Article-7 Criminal charges against violating Agency

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

Article-8 Independent External Monitor (IEM)

- (1) BEE 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/her functions neutrally and independently. He/she will report to BEE.
- (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/her, as and when warranted.
- (4) The Monitor shall examine all complaints received by him/her and give his/her recommendations/views to BEE at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) Agency accepts that the Monitor has the right to access without restriction to all project documentation of BEE including that provided by Agency and will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors also.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Agency with confidentiality. In case of any conflict of interest arising at a later date, the IEM shall inform BEE and recuse himself/ herself from that case.
- (7) BEE 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 BEE and the Agency. 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 BEE 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 BEE within 8 to 10 weeks from the date of reference or intimation to him/her by BEE and, should the occasion arise, submit proposals for correcting problematic situations.

(10) If the Monitor has reported to BEE, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and BEE 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 till the complete execution of the contract to the satisfaction of both BEE and Agency, including defects liability period. In case the Agency is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the agreement with the successful Agency.

(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 BEE.

Article-10 Other Provisions

(1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of BEE, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing only.

(3) If the Agency 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) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by BEE in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) 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. Provided however, the Agency 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 hereto have caused this pact to be signed in their respective names as of the day, date and year first above written.:-

(For & On behalf of BEE)

(For & On behalf of Agency)

(Office Seal)

(Seal/ Stamp)

Place _____

Name:

Designation

Date _____

Signature of Witness 1:

(Name & Address):

Signature of Witness 2:

(Name & Address)