

Request for Proposal for Conducting Investment Grade Energy Audits (IGEA) at identified Government buildings under “Promotion of ESCO model” program- 7th phase.

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 110066.

Last date of Submission of RfP: **31st August 2023**

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Letter of Initiation

1. Advertisement

This Request for Proposal (RfP) document is for “Conducting Investment Grade Energy Audits (IGEA) at identified Government buildings”.

Objective of the Request for Proposal (RfP):

The objective of conducting the study is to establish baseline energy consumption, identify energy saving opportunities and assess techno-financial viability of identified energy saving opportunities so that energy saving measures can be taken further through ESCO model. The broad goal is to promote energy efficiency projects through ESCO route by creating a pool of successful pilot projects.

Interested agencies/firms may download the RfP document from the website: www.beeindia.gov.in. In case the RfP is downloaded, intimation may be sent at the email id: asengupta@beeindia.gov.in.

Interested agencies/firms may contact Mr. Arijit Sengupta, Director; BEE, Email: asengupta@beeindia.gov.in; for any clarification.

1.1. Critical Information

Availability of RfP document	BEE website(https://beeindia.gov.in/) and CPP portal(https://eprocure.gov.in/eprocure/app)
Last date for acceptance of queries	16 th Aug 2023 at 10 AM
Date for pre-bid meeting	17 th Aug 2023 at 4 PM (Virtual Mode-Link will be uploaded later)
Last date for receipt of RfP document	31st Aug 2023 at 3PM
Place, time and date of opening of technical proposals	BEE Conference Room, 4h Floor, Sewa Bhawan, RK Puram, New Delhi-110066 31st Aug 2023 at 3:30PM
Place, time and date of opening of financial proposals	To be informed later (Only to technically qualified bidders)
Validity of RfP document	120 days from the date of opening
Timeline to complete job	45 days from date of award of work order
Contact Person for queries	1. Mr. Arijit Sengupta, Director, BEE asengupta@beeindia.gov.in 2. Mr. Abhishek Sharma, Joint Director, BEE abhishek.sharma39@gov.in 3. Mr. Bibhu Padarbinda Mohanty, Project Engineer, BEE bibhu.mohanty@beeindia.gov.in
Submission of RfP address to	The Secretary, Bureau of Energy Efficiency 4 th Floor, Sewa Bhawan, R.K.Puram, New Delhi-110066, India Tel:(+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>).

About Bureau of Energy Efficiency (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.

Under the provisions of the Energy Conservation Act, 2001, Bureau of Energy Efficiency has been established with effect from 1st March, 2002.

2. Name of work

“Hiring of Agency for conducting Investment Grade Energy Audit (IGEA) of identified buildings of Defence PSU’s such as AWEL, BEL, BDL and BEML etc.

Bidder can apply for any or all of the entities. However, Bidder will get selected for carrying out the work only for one entity. The selected bidder will not be considered for the selection process of the other entities. The sequence to bid opening will be A, B, C, D and E

Disclaimer:

- Though adequate care has been taken while preparing the RFP document, the Bidders 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 Bidder within ten (10) days from the date of notification of RFP/Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
- The agency should visit each and every building/facility for carrying out IGEA. Documentary evidences should be provided to support the claim of visit.
- The bidders are free to visit the facilities as described at their own cost after fixing a mutually convenient date with the facility owners.
- Facility Owner reserves the right to modify, amend or supplement this RFP document including all formats and Annexure.
- While this RFP has been prepared in good faith, neither Facility Owner nor their employees make any representation or warranty, express 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 RFP, even if any loss or damage is caused by any act or omission on their part.

3. General terms & conditions:

- General terms used in the RfP-
 - Facility Owner: Facility Owner means the Owner of the building at which the IGEA shall take place. For example: **AWEL, BEL, BDL and BEML etc.**
 - Identified Agency (IA): Identified agency is that agency that shall be appointed by BEE based upon its technical and financial qualification through open bidding to carry out IGEA at identified government buildings.
 - IGEA: Investment Grade Energy Audit
 - ESCO: Energy Service Company (ESCO) is the agency which shall implement the energy saving opportunities identified in the RfP.
- The bidder shall not, without the Facility Owner’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Facility Owner in connection therewith, to any person other

than the person(s) involved in the IGEA. Further, the agency shall not, without the Facility Owner's prior written consent, make use of any document or information mentioned for other than the purpose of the IGEA.

- The bidder has to give consent to undergo "Integrity Pact" upon being qualified for the bid before award of contract.
- The agency should visit each and every building/facility for carrying out IGEA. Documentary evidences should be provided to support the claim of visit. The team of the IA has to arrange for its travelling, lodging, boarding, local transportation, accessories for carrying out energy audit, etc.
- The Identified Agency (IA) has to provide the names and contact details of the Team to be deployed at site, to the Facility Owner and BEE, in writing, upon award of work.
- The IA has to bear all the costs related to photocopy, print outs, stationary, etc. while conducting the Energy Audit at site.
- The IA has to bear all costs related to measurements that need to be carried out.
- The IA shall provide professional, objective and impartial advice, at all times to BEE, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- The IA has an obligation to disclose to BEE any situation of actual or potential conflict that impacts its capacity to serve the best interest of BEE. Failure to disclose such situations may lead to the disqualification of the IA or the termination of the empanelment / work of the IA and / or sanctions by BEE.
- The Language of the Technical Proposal, Financial Quotations and IGEA reports shall be English. All the correspondences and documents relating to the IGEA shall be written in English. If any document of the Facility Owner is in language other than English, the IA has to bear the costs of translations.
- BEE reserves the right to withdraw the work & get it completed by any other agency at the risk & cost of the IA, if performance of the IA is unsatisfactory. Further, the said agency may be de-listed for a period of one year for participating in any of the bids invited by BEE.
- BEE reserves the right not to seek any deficient document, clarifications from the bidders after opening of technical bid. If any bid is found to be in non-conformance to the tender conditions or deviating from the tender, BEE reserves the right to reject such bid without seeking any clarification. Bidder to take cognizance of the same and submit their bid accordingly. The Facility Owner reserves the right to reject a bidder if their past track record has been unsatisfactory and if bidder is engaged in a current project but is unable to keep up with the project schedule in quantity/ quality as prescribed by Project In-charge and if BEE has sufficient reason to believe that the Bidder is unsuitable for taking up a project in this tender.
- **Force Majeure:** For purposes of this work, Force Majeure means an event beyond the control of the IA and not involving the IA's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
 - If a Force Majeure situation arises, the IA shall promptly notify BEE in writing of such conditions and the cause thereof within 48 to 72 hours of occurrence of such event. Unless otherwise directed by BEE in writing, the IA shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.
- Any kind of activities that not covered under the “scope of work”, BEE will not consider these activities to cover the cost incurred.
- In the event of any dispute or difference between the IA and the Facility Owner/BEE, the first option shall be to resolve the dispute amicably between the parties through a joint committee; in the event that this does not resolve the problem at hand, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) for resolving the dispute. In the event, there is no resolution at the level of CCIE, the parties may hire a third-party independent arbitrator appointed with mutual consent of both the parties, as prescribed under the Arbitration Act. The professional fee for the arbitrator shall be equally shared by both the parties. It is the condition of this clause that all the hearing of the arbitration will take place at BEE location and shall be subjected to the jurisdiction at BEE location.
- The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing or by E Mail.

Name	Address	Contact Number	Email id
Mr. Arijit Sengupta, Director	BEE, 4 th Floor, Sewa Bhawan, R K Puram, New Delhi-110066	01126766718	asengupta@beeindia.gov.in ; abhishek.sharma39@gov.in

Verbal clarifications and information given by the Facility Owner/BEE or its employees or its Representatives shall not be in any way entertained. Further information can be obtained at the provided address during the office hours.

3.1. Eligibility criteria for the bidder

- Should have minimum of 1 Accredited Energy Auditors, 1 Sector Expert of buildings and minimum of 2 Certified Energy Auditors (excluding Accredited Energy Auditors) on the roll of the firm as on 30 June, 2023.
- Should have satisfactorily completed at least 5 detailed energy audits out of which at least 3 should be IGEA for commercial buildings having connected load of 200 kW and above and having central air conditioning systems.
- Should provide copy of the earlier work orders & completion certificates.
- Should have experienced & qualified staff as per requirements laid down in the section “Staff Requirements” for executing IGEA in buildings.

3.2. Earnest Money Deposit (EMD)

The EMD of INR 50,000 through a demand draft payable at New Delhi drawn in favour of Bureau of Energy Efficiency must accompany with the technical bid. Bids received without earnest money will

not be considered. The earnest money deposited shall be returned to the unsuccessful bidder within 30 days without interest. The EMD by the successful bidders will be adjusted towards the subsequent payments to be made to the winning agency. If any of the agencies are registered as an SME and have valid documentation, then rules by Ministry of MSME for EMD will apply.

3.3. Conflict of Interest

- 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 any third party.
- BEE shall hold the copyrights over any of the data collected or compiled during the course of the awards.

3.4. Performance Security

Within fourteen (14) working days of the receipt of notification of award from BEE, the successful agency/firm shall furnish the Performance Security in the form of Demand Draft or online payment in acceptable form from nationalized/commercial bank. The value of Performance Security would be 5% of total contract value. Performance security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations.

3.5. Tender Validity

The tenders shall remain valid for acceptance for a period of 120 days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

3.6. Signing and Sealing of Tender

- A Bidder shall submit one hard copy of “Technical Bid” along with one soft copy of technical bid in a pen-drive. The pen drive shall be enclosed in the technical bid envelope only. In case of any discrepancy, the hardcopy technical bids shall be considered for all references.
- The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- The Bidder is to seal the original technical bid along with pen-drive writing the address of BEE and the tender reference number on the envelopes.

3.7. Cost of RfP

- The agency / firm shall bear all costs associated with the preparation and submission of its RfP, including cost of presentation for the purposes of clarification of the bid, if so desired by the purchaser. BEE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the qualifying process. BEE reserves the right to cancel the RfP and is not liable for any outcome due to the action taken.

3.8. Contents of the RfP

- The agency / firm are expected to examine all instructions, forms, terms & conditions and Statement of Work in the RfP documents. Failure to furnish all information required for submission of the RfP Document not substantially responsive to the RfP in every respect will be at the agencies / firms’ risk and may result in the rejection of the RfP.

3.9. Submission of Tenders:

3.9.1. Technical Proposal:

- a) The technical proposal should include-
- b) Organization background
- c) Organization's suitability for this activity
- d) Proposed Methodology for carrying out this work
- e) A proposed work plan / timeline of the study
- f) CVs of team members including their roles in the project (a minimum of 1 Accredited Energy Auditors, 1 Sector Expert of buildings and minimum of 2 Certified Energy Auditors (excluding Accredited Energy Auditors) shall be there on the roll of the organization.
- g) An organization with an annual turnover of Rs.25 lakhs from energy audit services in any one year during the last 3 completed financial years (i.e. 2020-21,2021-22and 2022-23).
- h) Declaration of bidding agency on its letter head to sign "Integrity Pact" with BEE upon being qualified for the bid and before award of contract.
- i) The technical proposal as per requirement of the pre-qualification criterion is to be submitted in a separate envelope titled "Technical Proposal for Request for Proposal Conducting Investment Grade Energy Audits (IGEA) at identified Government buildings under "Promotion of ESCO model" program" and named ENVELOP 'A'.

3.9.2. Financial Proposal:

- a) 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.
- b) Evaluation will be based on the total lump sum cost quoted by the bidder for per building in respective group. Financial bid with the lowest cost among all bids, will be awarded as L1 bidder.
- c) The format for financial proposal shall be as per format given at **Annexure-II**.

Bidder should not contact other competitive bidders in matters relating to this bid. The Bidders must ensure that they deposit their tenders not later than the closing time and date specified in Notice Inviting Tender (NIT). In the event of the specified date for submission of tender falls on or is subsequently declared a holiday or closed day for BEE, the tenders will be received up to the appointed time on the next working day.

3.9.3. Selection

A committee will evaluate the above proposals (technical and financial) based on the qualifications specified below:

- Past experience of carrying out the similar assignment inline to the detailed scope of work.
- Prior experience with working on energy efficiency/conservation in building sector.
- Approach & Methodology
- No consortium is allowed

The separate sealed envelopes contain technical and financial proposals to be submitted to BEE at the following address:

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

3.10. Selection process:

3.10.1. Preliminary Scrutiny (Consideration of responsiveness)

Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required process fee 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.

3.10.2. Bid Evaluation Methodology

The following is the Bid process/ evaluation methodology that will be adopted by BEE. RfPs are available on BEE Web-site 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 based on the lowest financial quote.

3.10.3. Evaluation of Tenders

- Basic Principle
 - Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the Bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

- Preliminary Scrutiny of Tenders
 - BEE will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
 - BEE will determine the substantial responsiveness of each Tender to the tender Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the tender Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning, Warranty, EMD, Taxes & Duties, Force Majeure and Applicable law will be deemed to be a material deviation. BEE's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
 - If a Tender is not substantially responsive, it will be rejected by BEE and cannot subsequently be made responsive by the Bidder by correction of the nonconformity.
 - The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

- The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - Bid form (signed and stamped) not enclosed
 - Tender is unsigned.
 - Requisite fees or earnest money deposit has not been paid

- Tender validity is shorter than the required period.
- Poor/ unsatisfactory past performance in any such projects of BEE.
- Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
- Bidder has not quoted for the entire energy consuming equipment's in the building.

3.11. Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, if BEE find any minor informality and/or irregularity and/or non-conformity in a tender, BEE may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Bidders. Wherever necessary, BEE will convey its observation on such 'minor' issues to the Bidder by registered/speed post/email etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored/**rejected**.

3.12. Tender currencies in Indian Rupees

The Bidders have to quote their prices in Indian currencies only.

3.13. Evaluation of Technical Proposals:

- 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.
- The proposals would be evaluated on the basis of evidence of satisfying all the qualification requirements. The specific experience would be evaluated on the basis of the information provided in ENVELOPE-A along with the prescribed documents.

Evaluation parameters and criteria for proposal.

Parameter	Criteria	Minimum Qualification Criteria	Weightage/Mark	Total Mark
Technical qualification*	Completion of Investment grade Energy Audit (IGEA) of buildings	More than 5	30	30
	Qualification, experience & competence of the proposed team. Details of documentary evidences in support of the proposed team to be provided (as mentioned under clause 3.9.1(f) of this RfP.	As per clause 3.9.1(f) of this RfP.	30	30
	Methodology, Work Plan & Understanding of Scope of Work	Clarity & understanding of Scope of Work, Approach & Methodology Proposed (Qualitative)	20	40

		Work Plan (Qualitative), Timeline (Qualitative)	20	
	Total			100
Financial	Financial quote of L1 among the technically qualified (obtaining minimum 80 marks) ones will be selected			

*Bidders will be considered technically qualified upon securing at least 80 marks out of 100.

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 opened 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).

3.14. Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored. No request to consider such Bidders will be entertained.

3.15. Alteration and Withdrawal of Tender

- The Bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its tender.

3.16. Contacting BEE:

- From the time of submission of tender to the time of awarding the contract, if a Bidder needs to contact BEE for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- In case a Bidder attempts to influence BEE in BEE’s decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by BEE.

3.17. Penalty Clause

Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/firm/bidder beyond the time schedule 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.

3.18. Corrupt or Fraudulent Practices

It is required by all concerned bidders to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BEE defines, for the purposes of this provision, the terms set forth below as follows:

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of BEE, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BEE of the benefits of free and open competition;
- Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Facility Owner if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

3.19. Quality and reporting

- All the measuring instruments such as Ultrasonic Flow Meter, Three Phase Power Analyzers, Single Phase Power Analyzers, Data Loggers, Thermal instruments etc. shall be duly calibrated and carry calibration certificate from NABL accredited laboratory valid on the date of carrying out energy audit.
- Periodic reporting to the Facility Owner/BEE regarding status of energy audit as agreed. The progress may be communicated over telephone, text messages, messages over internet or e-mails, to ensure smooth and timely completion of the work.
- The IGEA and job cards shall be in the format as provided by the Facility Owner/BEE.
- Four nos. of hard copies (in color) of draft and final IGEA report shall be submitted by the Identified Agencies along with soft copies and PPT.
- Identified Agencies shall make a PPT presentation (Online/Offline) before finalization of report.
- Identified agency shall also make a PPT in front of ESCO bidders for implementation of energy saving opportunities identified in IGEA, if needed.

3.20. 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.

3.21. 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.

3.22. Authorized Signatory (Agencies / Firms)

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

3.23. Conditions for Consortium

- No consortium allowed.

3.24. 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.

3.25. 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/ firm, 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.

3.26. Terms of payment

The payment shall be made by BEE on achieving milestones on verification of invoice as follows:

- 50% of the order/ contract value as on successful submission of draft final report within 30 days of issue of workorder.
- 50% of the order/ contract value on successful completion of final IGEA report and final acceptance of the report by BEE. The final report needs to be submitted within 45 days of issue of workorder.
- If final report is not submitted within 45 days of issue of workorder then Liquidated damage will be applicable, 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.

3.27. Termination of contract

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.

3.28. Integrity Pact

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

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- Principal to treat all bidders with equity and reason.
- Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act.

- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
 - Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary.
 - Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- B. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- C. The Bidder shall also furnish an undertaking on its letter-head as per the format attached in **Annexure-I** duly signed and sealed by the authorized signatory of the Bidder and submitted as a part of the Technical Bid under this RFP Document.
- D. Note- Integrity Pact shall be signed between BEE and qualified agency before awarding of contract.

3.29. Scope of Work

To achieve the objectives, the IA is expected to carry out an Investment Grade Energy Audit (IGEA) which includes conducting a baseline study of all the agreed parameters, identification of energy efficiency projects, carrying out a detailed feasibility study for each of the options identified, including technical specifications, performance parameters, financials and execution plan. The basic building details regarding energy consumption and equipment's are provided in Annexure II.

- Discussions with Key Facility Personnel: The first step is a set of initial discussions between the IA and key officials of the Facility Owner to understand the requirement of the project, the benefits of energy efficiency, and the approach that will be used in the IG Energy Audit. The purpose of these meetings will be to ensure that the key personnel thoroughly understand and support the process, and that relevant Facility Owner staff have an adequate understanding of the process since they will be providing the IA with essential data and specifications about the Facility Owner premises for the Audit.
- Site Visits: Next, the IA shall visit all facilities involved in the Project for which the award has been given to ascertain the availability of data and system complexity; formulate a data collection plan and other issues. Site visits will ensure that the Facility Owner participants are informed and able to assist as needed.

Procedure to follow

- Identified Agency (IA) needs to deploy the team along with requisite instruments to the Project site within 7 days of date of Letter of Award (LoA). IA shall conduct a kick-off meeting within 1 week of Letter of Award (LoA) with the Facility Owner/BEE.
- The IA has to complete the energy audit of the Project within 45 days from the date of Letter of Award (LoA), subject to receipt of all the data required from the client.
- The baseline parameters such as operating hours, power consumption, operating head, operating flow, voltage, frequency, power factor, Quality, current, etc. shall be agreed at the time of preparation of IGEA.
- The IA has to submit the first draft of the IGEA report to the Facility Owner within 30 days from the date of kick off meeting.
- The Facility Owner shall provide comments, suggestions on the draft IGEA report within 1 week from the date of submission of IGEA and the IA shall provide the Final IGEA report to the Facility Owner/BEE within one week from the date of receipt of comments, suggestions.
- The IA may be required to further incorporate the comments / suggestions made by the Facility Owner/BEE after mutual discussions.

Data to be collected

Can include but not limited to the following:

- Architectural drawings – Plans, elevations & sections.
- Building envelope details: Roof, windows, glazing, walls and shading.
- Total building occupancy and hour wise occupancy pattern for a typical day.
- Number and locations of Energy consuming equipment's (Chillers, AHUs, Pumps, Heaters, Boilers, Lights, APFC, Power panels etc.) in the establishment and connected loads, contract demand.
- Relevant billing data for the past 12 months for electricity and other fuels used.
- Relevant cost details for operation and maintenance of the present energy consuming equipments installed.
- Operation hours of the individual equipment on a daily basis, seasonal (as may be applicable) for the past 12 months

- Operational details including flow, head, temperature, power and other relevant parameters of the equipments.
- Electricity loads of the individual equipments at different operating loads.

Preparatory work for Audit:

- Evaluate HVAC system performance
- Evaluate Pumping system performance
- Evaluate Electrical system performance
- Evaluate Lighting system performance
- Evaluate all other energy consuming equipments performance
- Evaluate building envelope and air infiltration
- Prepare data sheets to capture operational details of the appliances in more detail as maybe required for the detailed audit.

Data analysis

Conduct the following analysis to establish the baseline of the entire project as well as for individual systems:

- Analyze design parameters and actual operating parameters of the different equipments with a view to identifying problems in achieving efficiencies
- Evaluate the performance of all major energy consuming equipments. Historical data analysis to establish the power consumption trends.
- Evaluate building equipment operations and maintenance to identify operational measures for achieving efficiencies.
- Analyze electrical systems such as transformers, DG sets, LT panels, APFC panel for the harmonics, power factor etc.
- Analyze heat transfer through building envelope and suggest measures to improve envelope performance.

List Possible Efficiency Projects

The detailed energy audit carried out at the various facilities will identify energy efficiency measures. The measures that have the technically feasible solutions and economically viable solutions will be further developed into energy saving projects that will be listed in the IGEA report. Based on the analysis, the list of projects with good potential for saving energy (and water if applicable) that includes the following information:

1. Configuration of the existing system
2. Configuration of the proposed system
3. Estimated energy savings and other benefits
4. Financial projections including the Life cycle savings-based analysis and its payback period..
5. Impact on productivity and contract demand and other related aspects
6. Energy Saving potential and investment along with R&M costs shall be supported from recommendations
7. Implementation plan

The Identified Agency (IA) shall engage with Manufacturers for soliciting energy saving potential recommendations along with investment and Repair & Maintenance (R&M) costs involved, to be included in the IGEA reports. Prevailing market rate will be considered for estimation of cost of equipment's.

Baseline

The Baseline of energy use for Major energy consuming devices is calculated from all relevant information, such as operating conditions, measurements of various system equipment, log book trends, historical data, information from plant operators and mechanics, and any previous test reports on the existing operating conditions.

Risk Responsibility Matrix

Risks such as Technical, Performance, Operational, Financial, and Environmental etc. shall be indicated in the IGEA along with responsibility and risk mitigation measures.

Project Financials

The Project Financials (cost benefit and financial analysis) are calculated using the detailed cost estimates obtained for all equipment and projected savings. This allows the potential projects to be classified according to their cost effectiveness. Cash flow considerations are also taken into account along with sensitivity analysis.

IGEA Report

The audit report is the foundation for the implementation of the measures in the audit report, and is the key document used by institutions to assess the technical and financial viability of the Project. The Broad content of the IGEA report should be as follows:

- a) Executive Summary: Provides brief description of the facilities covered, measures evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each recommended measure. It also includes a summary of the recommended measures and costs as well as the financial indicators of the Project.
- b) Background: Extensive energy related background about the Facility and the Project
- c) Facility Description: Details of the existing facilities targeted, such as lighting, HVAC Pumps, motors, heaters, boilers etc.
- d) Energy Scenario: Energy consumption details of all facilities included in the audit and their energy sources including monthly or seasonal variations that may have occurred over the period as agreed in the IGEA.
- e) Baseline parameters and Adjustments: Methodology followed in establishing the baseline parameters and criteria. Provide the baseline parameters and the calculation procedure in an annex.
- f) Data Collection: List the various types of data collected and their sources. Include the data in the annex.
- g) System mapping: Describe the methodology followed for system mapping and include the maps and process flow diagrams in the annex.
- h) List of Potential EEMs: A list of all identified measures with estimates of the savings and payback periods on investments, and a summary of the selected EEMs chosen for further development.
- i) Reporting: 2 Hard copies of the IGEA report with soft copies in PDF shall be submitted.

Building details is attached at **Annexure- IV**.

I. Annexure I: Form of undertaking for Integrity Pact

FORM OF UNDERTAKING

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

To

.....
BUREAU OF ENERGY EFFICIENCY (BEE),
4th 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 (Appendix) 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

II. Annexure II: Format for financial proposal

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Subject: Financial proposal for Request for Proposal for Conducting Investment Grade Energy Audits (IGEA) at identified Government buildings under “Promotion of ESCO model” program.

I / We, the undersigned, offer to provide the energy audit 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.	Name of Group	Number of buildings	Total cost excluding of GST as per scope of work (in Rs.)	Total cost excluding of GST as per scope of work (in words)
A.	1	2	3	

Other terms & conditions

Note:

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. This is an open tender and applicable to BEE Empanelled & Non-Empanelled agencies both. Agencies/firms could bid for the sector for which it has been empanelled with BEE or having similar prior work experience in case of non-empanelment for applied sector. Non-Empanelled agencies may also bid for any sector for any group subject to having similar prior work experience. However, proof of sectoral expertise in case the agencies opt for group belonging to sectors other than its expertise or in case the agencies are not empanelled with BEE, as per empanelment with BEE.

- The prices shall remain FIRM till completion of the project.
- The bidder shall submit PAN and GST Registration Certificate in support of claim of GST.
- If there is a discrepancy between words and figures, the amount written in words will prevail.
- BEE does not issue any concessional sales tax form C or D or any other form.
- BEE does not issue any Road Permit.
- 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:

Annexure- III: RfP Forms

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.

RfP Form 1: RfP Letter Proforma

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

Sub: Request for Proposal for Conducting Investment Grade Energy Audits (IGEA) at identified Government buildings under “Promotion of ESCO model” program in the proposal.

The undersigned agency, having read and examined in detail all the RfP documents in respect of appointment of an agency for BEE do hereby express their interest to provide audit Services as specified in the scope of work.

Our correspondence details are:

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

We have enclosed the following:

Form 2: Eligibility and Other details

Form 3: Approach and Methodology

Form 4: Resumes of the members in the proposed team (groupwise).

Form 5: Declaration Letter.

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. 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 Representative of agency)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

Witness:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

RfP Form 2: Eligibility and Other Details

1	Name of Firm/Company				
2	Year and Place of Registration/Incorporation				
3	Number of Projects done in the field of detailed energy audit (IGEA) and its details.				
		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23 (If Available)
4	Annual Turnover from energy audit Services*				

*Enclose a copy of Audited Financial Statement

Witness:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

RfP Form 3: Proposed Work Plan and Methodology including the timelines.

The work plan shall be task specific with defined roles and responsibility of 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.

1	Name of Firm/Company	
2	Year and Place of Registration/Incorporation	
3	Detailed workplan and methodology	

Witness:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

RfP Form 4: Resumes of the members in the proposed team as per clause (f) under section 3.9.1 of the RfP

Agencies 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:

RfP Form 5: 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:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

I. Annexure IV: Building Details

Below mentioned are the buildings managed by Defence PSU's on which audit is required to be conducted.

Table 1: List of buildings.

S. No	Name of Unit with Address	Contract Demand (KVA)	Group of Buildings
1	Munitions India Limited, AKF, Pune	3500	Group A
2	Munitions India Limited, HEF Pune	1500	
3	Munitions India Limited, OFDR, Pune	1800	
4	Munitions India Limited, OFN, Nalanda	1000	
5	Munitions India Limited, OFK, Jabalpur	8470	
6	Munitions India Limited, OFI, Itarsi	3900	
7	Munitions India Limited, OFCh Chandrapur, Maharashtra	5500	
8	Munitions India Limited, OFBAD, Bolangir	4500	
9	Munitions India Limited, OFBA, Bhandara	5000	
10	Munitions India Limited, CFA, Aravankadu	2613	
11	Munitions India Limited, HEFP, Triuchirapalli	2400	

12	Munitions India Limited, OFV, Varangoan Maharashtra	4000
13	India Optel Limited, OFD, Dehradun	1369
14	India Optel Limited, OCF, Chandigarh	1915
15	India Optel Limited, OPTO- ELECTRONICS FACTORY (OLF), Dehradun	5100
16	Gliders India Limited, OPF, Kanpur	1200
17	Advanced Weapons and Equipment Limited, Rifle Factory, Ishapore	3550
18	Advanced Weapons and Equipment Limited, Field Gun Factory, Kanpur	5000
19	Advanced Weapons and Equipment Limited, Small Arms Factory(SAF), Kanpur	2500
20	Advanced Weapons and Equipment Limited, Gun and Shell Factory, Cossipore, Kolkata	2450
21	Advanced Weapons and Equipment Limited, OFPKR, Korwa, Amethi	2000
22	Advanced Weapons and Equipment Limited, Gun Carriage Factory, Jabalpur	3500
23	Advanced Weapons and Equipment Limited, Ordnance Factory, Tiruchirappalli	3300

Group B

Group C

24	Advanced Weapons and Equipment Limited, Ordnance Factory, Kanpur	9000	Group D
25	Bharat Electronics Limited, Hyderabad Address: Industrial Estate, Nacharam, Hyderabad - 500 076	1250	
26	Bharat Electronics Limited, Navi Mumbai Address: Plot No. L-1, M.I.D.C Industrial Area Navi Mumbai - 410 208	800	
27	Bharat Electronics Limited, Panchkula Address: Plot No.405, Industrial Area, PhaseIII Panchkula - 134 113, Haryana	3000	
28	Bharat Electronics Limited, Machilipatnam Address: Post Box No. 26, Ravindranath Tagore Road, Machilipatnam - 521 001	990	
29	Bharat Electronics Limited, Pune Address: NDA Road, Pashan, Pune - 411 021	950	
30	Bharat Electronics Limited, Kotdwara Address: Dist. Pauri Garhwal, Kotdwara - 246 149, Uttaranchal	1150	
31	Bharat Electronics Limited, Ghaziabad Address: Site IV, Sahibabad Industrial Area, Bharat Nagar Post, Ghaziabad - 201 010	5000	
32	Bharat Electronics Limited, Bangalore Address: Jalahalli Post, Bangalore - 560 013	11000	
33	Bharat Electronics Limited, Chennai Address: Post box No.981, Nandambakkam, Chennai - 600 089	9000	

34	Bharat Dynamics Limited, Bhanaur Address: Bhanur, Patancheru Mandal, Medak Dist. Telangana -502305	4500	Group E
35	Bharat Dynamics Limited, Kanchanbagh Address: Opp. Midhani, Subhedar Malla Reddy Marg, Kanchan Bagh, Ranga Reddy, Dwarkamai Nagar, Hyderabad, Telangana-500058	14000	
36	Bharat Dynamics Limited, Vizag Address: G-Block, APIIC-IALA, VSEZ, Post, Green City, Visakhapatnam, Andhra Pradesh-530049	600	
37	BEML Limited, Bangalore Address: BEML SOUDHA 23/1, 4th Main, SR Nagar, Bangalore Karnataka-560027	2000	
38	Hindustan Aeronautics Limited, Kanpur Address: Transport Aircraft Division, P.O. Chakeri, Kanpur, Uttar Pradesh-208008	2900	
39	Hindustan Aeronautics Limited, Barrackpore Address: Barrackpore Post, Parganas (N), Dist. 24, Kolkata, West Bengal-700120	700	
40	Mishra Dhatu Nigam Limited, Hyderabad Address: Virat Nagar, Kanchan Bagh, Hyderabad, Telangana-500058	20000	
41	Hindustan Shipyard Limited, Vizag Address: Gandhigram, Hindustan Shipyard, Visakhapatnam, Andhra Pradesh-530005	3000	

Generally, Office Buildings, Schools, Guest Houses, Hospitals, Street Lights etc. drawing power from Defence PSU's shall be covered in the scheme. The relevant data readily available is enclosed at Annexure- 1. Therefore, bidders are requested to visit the site before bid submission to get better understanding of the scope of IGEA for Defence PSU's.