

**Request for hiring of agency for develop Proforma and Baseline Data Collection and Verification Audit for Copper and Zinc Sectors under PAT Scheme**

Prepared By



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

To be submitted to,

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

Last date of Submission of RfP: **27 September, 2023 at 17:00 hours (IST)**

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## 1.0 Letter of Invitation

### 1.1 Advertisement

This Request for Proposal (RfP) document is for “Hiring of agency for develop Proforma and Baseline Data Collection and Verification Audit for Copper and Zinc Sector under PAT Scheme”.

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

The objective of conducting the study is to widen the PAT scheme by adding more Designated Consumers (DCs) in new industrial sectors in the subsequent phases. This study will establish baseline Specific Energy Consumption (SEC) of DCs in Copper and Zinc sectors.

Interested agencies/firms may download the RfP document from the website: [beeindia.gov.in](http://beeindia.gov.in) or get it can be downloaded through GeM portal. The submission of the RfP document through the GeM portal only except Bid processing fee and EMD if submitted in DD. There is no exemption for bid processing fee. The bid must be accompanied with the payment of the bid processing fees of Rs.5,000/- (INR Five Thousand only). The payment will be accepted in the form of crossed demand draft on any scheduled bank, payable at par in New Delhi in favour of “Bureau of Energy Efficiency, New Delhi”.

Last Date for Submission of RfP: 17:00 hrs. (IST) 23/09/2023

*Interested agencies/firms may contact Sh. Jagadeesan V, Sector Expert; BEE (Tel:(+91)-11-2619-4770, Fax: (+91)-11-2617-8352, Email: [jagadeesan.v@beeindia.gov.in](mailto:jagadeesan.v@beeindia.gov.in) for any clarification related to this RfP.*

### 1.2 Critical Information

Availability of RfP document	28/08/2023
Last date for acceptance of queries	10/09/2023
Date for pre-bid via Video Conferencing	11/09/2023
Last date for submitting bid on GeM portal.	27/09/2023 till 17:00 Hrs.
Date of opening of technical proposals	To be informed later
Date of opening of financial proposals	To be informed later

	(Only to technically qualified bidders)
Validity of RfP document	6 months from the date of Availability of RfP document.
Timeline to complete job	100 days from date of award of work order
Contact Person for queries	Shri. Jagadeesan V ; <a href="mailto:jagadeesan.v@beeindia.gov.in">jagadeesan.v@beeindia.gov.in</a> , Tel:(+91)-1126194770/771, Fax: (+91)-1126178352

## 2.0 About BEE

The mission of Bureau of Energy Efficiency (BEE) is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act (EC Act), 2001 with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in all sectors.

The setting up of Bureau of Energy Efficiency (BEE) provides a legal framework for energy efficiency initiatives in the country. The Act empowers the Central Government and in some instances the State Governments to:

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

not conforming to standards.

## **2.1 Background**

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

Since the objective of the Act is to promote energy efficiency and its conservation and consequently to reduce the energy cost, selection of industry for the purpose of declaring it, the Designated Consumer under Section 14(e) of the EC Act should primarily take into account-

- (i) total annual energy consumption in Metric Ton of Oil Equivalent;
- (ii) Energy intensity; and
- (iii) Every designated consumer is always keen to reduce energy consumption as well as energy cost to make its product competitive.

## **2.2 Brief about PAT under NMEEE**

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

Till date under PAT scheme (2012- 2023), 1333 designated consumers have been notified who would be required to reduce the Specific Energy Consumption (SEC) from their baseline values.

In order to further widen the coverage of PAT scheme, in subsequent phases, it is required to bring in more industrial sectors/units under its ambit by adding a greater number of energy intensive sectors along with existing 13 energy intensive sectors. Ministry of Power notified another 13 sectors through notification vide S.O. 2523(E) dated 6th June, 2023. Copper and Zinc are part of the newly notified sectors.

The baseline SEC and potential of energy conservation would be considered to arrive at the energy saving targets for newly added DCs by BEE during the subsequent phases of PAT.

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

1. The objective of conducting the study is to include Copper and Zinc industries under PAT scheme in subsequent cycle.
2. Preparation and Finalization of Sector Specific Pro-forma for the Copper and Zinc sector separately along with Sub-Sector inclusion, if any.
3. Establish baseline specific energy consumption (SEC) of the respective DCs in the Copper and Zinc sectors.
4. Identification of Prospective DCs along with complete contact details.
5. 3 years (FY 2020-21, 2021-22, 2022-23) baseline data collection and verification audit of the units in the Copper and Zinc sectors
6. The DCs as identified after this assignment will be considered for their inclusion in the subsequent phases of PAT Scheme in the Copper and Zinc sectors.

## **3.0 SCOPE OF THE WORK**

The scope of work for the Baseline data collection and verification is as follows:

- a) Signing of an agreement with BEE within 14 days of issuance of work order / Letter of Award (LoA).
- b) Inception meeting with BEE after award of contract, briefing the approach, methodology and synopsis to finish the awarded work within the timelines i.e. within one week of issuance of work order / Letter of Award (LoA)
- c) Prepare gate-to-gate concept for respective sectors / sub-sectors.
- d) Development of comprehensive sector specific proforma in excel which shall include instruction sheet, general information sheet, summary sheet, Form-1, data capture sheet and the normalization sheets, emission accounting sheet with sector specific process emission for Copper and Zinc Sectors.
- e) To develop normalization equations based on the input by BEE and other organization.
- f) Beta testing of proforma by taking the actual data of some plant.
- g) Preparation of presentation explaining the final sector specific proforma and address queries and concerns related to proforma.
- h) Development of Normalization document which shall include:
  - I. Sector specific write-up/ process details
  - II. Details on normalization equations
- i) Preparation of checklist for Baseline Energy Audit.
- j) Submission of team member details and detailed itinerary for visiting the unit.
- k) Prior to start Baseline Audit at unit, a half day training program on PAT Scheme to be conducted at unit site by an agency to make the unit personal well aware about the PAT Scheme, its rules/regulations, provision of EC Act 2001, energy efficiency & conservation, sectoral case study, possible ENCON measures and any other relevant topic.
- l) Collection and Review of the energy consumption and production data of last 3 years in the Sector Specific Pro-forma (SSPF) for the years FY 2020-21, 2021-22 and 2022-23 by visiting the unit physically. Unit visit should be carried out by all team members of the agency as per the team declaration in technical proposal.
- m) Comparing the data reported by the units in the pro-forma (SSPF) with the standard and authentic documents available with establishment units.

- n) Assist those units who have problems in filling up the pro-forma correctly.
- o) Beforehand coordination with units for completing visits to the respective establishment units for the above tasks.
- p) Get the pro-forma (SSPF) authenticated by energy managers and establishment head/CEOs.
- q) Prepare draft report of every unit in a standard format duly indexed, covering profile of the unit and its details of energy consumption, plant production, analytical & Statistical details and any other relevant information.
- r) Copies of relevant authentic and certified documents should support the draft report and same to be submitted to BEE. Each document should be sealed and signed by authorized representative from plant as well as by agency's AEA.
- s) Comments on the draft reports as indicated by sector expert must be incorporated while preparing the final report for all the prospective DCs.
- t) Submission of minutes of meeting for each plant visit duly signed by every team member and plant officials. BEE will interact with Sector Expert and team member only who had visited the plant while verification & finalization of the report, not with the others.
- u) Each unit has to be visited by all team members as per the team composition for respective sector provided by an agency in their technical proposal.
- v) The Final report covering details as stated above should be prepared and submitted to respective audited unit, respective State Designated Agency and BEE i.e. 1 copy of final report should be submitted at BEE and SDA each.
- w) It is to be noted that the information so collected vide sector specific pro-forma & Form-1 shall only be dealt between the bidder unit and BEE, hence the same is to kept strict and confidential during the contract assignment and in future too. If the same is found to be shared with others, the bidder is liable for discontinuation of the contract and strict action will be taken against the bidder as deemed fit by BEE.

Detail scope for conducting the baseline audit as per scope of work:

### **3.1 Technical Audit:**

#### **A.1 Process Area:**

1. Study & report the process technology of DC.
2. Study and report the detailed comparison of the plant existing process technologies section wise with respect to the (a) its own best operating conditions & parameters (b) similar best available state of art process technology in same sector (c) similar best available process technology in any other plant in India.
3. Identify and report the major energy consuming equipment/parts/processes in including their energy consumption details in last 3-years
4. Study & Report the Section wise Production and Energy Performance in given format by means of detailed analysis of last 3-year performance data
5. Identify and report process related emissions.
6. Study the process of the entire plant considering a gate-to-gate concept which would mention type & quantity of energy sources consumed, self-generated energy sources, process technology, raw material, process by-products, product output and various variable factors which affect the energy consumption significantly.

7. Study and report the process technology production line-wise in aspects of each process's operational characteristics and static & dynamic characteristics.
8. Investigate possible energy saving options and identify the energy saving opportunities. Accordingly, recommend various technically sound and economically viable measures to improve the plant energy performance indicators.
9. Observe and compile various Energy Conservation (ENCON) options implemented by the plant.
10. Preparation of future energy conservation plans for each DC in consultation with the management of the DC.
11. Establish the baseline SEC for monitoring reduction in energy consumption as per Gate-to-Gate concept.
12. Establish and report the Plant Mass & Energy Balance for entire plant on gate-to-gate basis and similarly Mass & Energy Balance for each section of the plant.
13. Ensure the authenticity of data/values used for calculating baseline SEC.

#### **A.2 Power & Utility Area:**

1. Performance Evaluation of Captive Power Plant/ Co-gen.
2. Performance Evaluation of Boilers
3. Performance Evaluation of Turbines

#### **A.3 Finance**

1. prepare the detailed expenditure report of the plant (for last 3) covering Raw Material costing, Energy Costing, O&M Costing, Fuel Costing, and other relevant costing in order to establish the existing cost to per unit input energy and cost to per unit production.

**Table no. 1: List of Plants in Copper and Zinc sector:**

<b>S. No.</b>	<b>Sector</b>	<b>Criteria of selection of Unit</b>	<b>No. of Units</b>
1	Copper	All copper production plants	6
2	Zinc	All zinc production plants	6

#### **4.0 TIMELINES AND KEY DELIVERABLES**

The assignment shall be completed within 100 days from the date of award of the contract.

Deliverables under the contract will include the following:



- a) **1<sup>st</sup> Milestone:** Submission of Sector Specific Pro-forma for Copper and Zinc separately to carryout baseline audit. It should be submitted to BEE within 30 days from the date of award of the contract.
- b) **2<sup>nd</sup> Milestone:** The filled pro-forma duly signed by unit competent authority, should be submitted along with the authenticated supporting documents of 50% of the numbers of industrial unit awarded within 60 days from the date of award of the contract.
- c) **3<sup>rd</sup> Milestone:** The rest of 50% of the numbers of unit awarded should be submitted within 90 days from the date of award of the contract.
- d) **4<sup>th</sup> Milestone:** The final findings/report should be submitted within 100 days from the date of award of the contract for the review of BEE.

#### 4.1 Submittal

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

##### 4.1.1 Technical Proposal:

The technical proposal should include-

- a) Organization background
- b) Organization's suitability for this activity
- c) Proposed Methodology for carrying out this work
- d) A proposed work plan / timeline of the study
- e) Organization should propose minimum of 03 nos. team for each sector.
- f) CVs of team members including their roles in the project (**a minimum of 1 Accredited Energy Auditors, 1 Sector Expert for Copper, 1 sector Expert for Zinc and minimum of 2 Certified Energy Auditors/Energy Manager (excluding Accredited Energy Auditors)**) shall be there on the role of the organization. *Proof of sectoral expertise of sector expert shall be submitted.*
- g) An organization with an **annual turnover of Rs. 50 lakhs** in any one year during the last 3 completed financial years.
- h) Non-refundable Bid processing fees of Rs. 5,000/- (Five thousand rupees) in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details are mentioned at Annexure-I. Transaction reference copy should be enclosed in bid document.
- i) Refundable Bid Security / Earnest Money Deposit (EMD): An EMD of Rs. 50,000 /- (fifty thousand only) in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi.
- j) An agency/bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim.
- k) Duly signed Integrity Pact on plain paper as per Form-A1 of this RfP.
- l) Duly signed Undertaking as per Form-A2 of this RfP.

#### 4.1.2 Financial Proposal:

1. 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.

**Note: Bidders should apply for both the Sectors combined.**

**Evaluation will be based on the total lump sum cost quoted by the bidder for per unit. Financial bid with the lowest cost among all bids will be awarded as L1 bidder.**

#### 4.1.3 Other Important Terms & Conditions:

1. Bidders have to submit the team composition to BEE.
2. Sector expert should be retired person from the respective sector in Copper and Zinc production plant. The agency shall enclose the supporting document in technical proposal.
3. **The work shall be carried out as per the finalized time schedule and requirements of BEE, providing fortnightly updates (in writing). In case of non-responsive unit, coordinate with local SDA and BEE.**
4. After allotment of work order to winner agency if any new unit (apart from list shared with LoA) will be identified by BEE/SDA/or by any other means that newly identified unit will be allotted to the same winner agency on the same price offered earlier.

NOTE: Payment for newly identified unit other than listed above or notified will be done only after verification of them as Designated Consumer (In case of identified by Agency).

5. Any kind of deviation from any activities as stated under section 3 (Scope of work) of this RfP without the knowledge and prior consent of BEE, will liable for no payment against the respective industrial unit's baseline verification job.
6. This is an open tender and applicable to BEE Empaneled & Non-Empaneled agencies both. Subject to having similar prior work experience. However, proof of sectoral expertise shall be submitted.

#### 4.2. Integrity Pact

1. In order to ensure transparency, equity and competitiveness in public procurement, as mandated by the Central Vigilance Commission, as a part of this RFP document, BEE has provided an Integrity Pact which is required to be furnished by the Bidder as an essential preliminary qualification requirement under this RFP.

2. An Integrity Pact on plain paper as per the format at Form-A1 of this RFP document shall be duly signed and sealed by the authorized signatory of the Bidder and attached as a part of the Technical Bid. However, the actual execution of the Integrity Pact on non-judicial stamp paper of requisite value will be done at the time of execution of the Agreement/ Contract by the Selected Bidder with the BEE. If the

Bidder is a Joint Venture or Consortium, then this Pact must be signed by all partners or members.

3. The Integrity Pact shall be read as an integral part and parcel of the RFP document and the Contract/ Agreement to be signed between the Successful Bidder 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. Any violation of the same at any stage i.e. during bidding process and during contract execution stage, would entail disqualification of the Bidder and exclusion from future bidding dealings.

4. The Bidder shall also furnish an undertaking on its letter-head as per the format attached in Form-A2 duly signed and sealed by the authorised signatory of the Bidder and to be uploaded in GeM portal along with Technical Bid under this RFP Document. In case the Bidder is a Joint Venture or Consortium, then this Undertaking shall be provided by the Lead Member/ Partner of the Joint Venture or Consortium Bidder on behalf of all the partners/ members.

### **4.3 Selection**

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

- a) Past experience of carrying out the similar assignment inline to the detailed scope of work as mentioned in section 3.
- b) Prior experience with working on energy efficiency/conservation in Copper or Zinc sector is desirable.
- c) Approach & Methodology
- d) In case of a consortium, nos. of partner organizations should not be more than two. The organization submitting the proposal would be considered as the major one and would be contact point for BEE.
- e) Bid processing fee along with EMD (If applicable) to be submitted in envelope to:

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

## **5.0 SELECTION PROCESS**

### **5.1 Preliminary Scrutiny (Consideration of responsiveness)**

1. Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required process fee & Bid Security/EMD or Bid Security

declaration (as applicable) has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

2. A Technical Proposal including all Forms with relevant supporting documents should be in proper sequence as per Section 5 of this RfP. Proper referencing of supporting documents against the relevant criteria (refer section 5.4) must be mentioned.

## **5.2 Bid Evaluation Methodology**

The following is the Bid process/ evaluation methodology that will be adopted by BEE.

- Alternate bids will not be allowed.
- 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.

The technical proposal as per requirement of the pre-qualification criterion spelt under section 5.3

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

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

1. Should be an agency / firm / company registered/ incorporated in India. Necessary documents should be provided to substantiate the claim.
2. Should be in active business for a minimum period of 5 years with annual turnover of INR 50 Lakhs and profitable for a minimum of 3 of last 5 years.
3. Should have at least 1 Accredited Energy Auditors on its role as on the date of applying. A photocopy of the certificates of Accredited Energy Auditors should be enclosed as proof.
4. Should have experience in carrying out similar studies and study of other scheme of Government of India. Necessary documents should be provided to substantiate the claim.
5. Should have experience of PAT related work or similar work. Necessary documents should be provided to substantiate the claim.
6. Should deploy a team for assigned sector comprising minimum number of four persons each and they need to be exclusive deployed during the course of the assignment as per the composition tabulated below.
7. The team officials indicated by the agency/firm during participation in the Bid should be strictly adhered to and shall not be change.
8. Bidder has to quote for the total number of units in the as per table. Partial quote is not allowed and shall be considered as non-responsive.

The composition for the team is given below:

Designation	Number	Minimum Professional Qualification / Certification	Minimum Experience
Team Leader	1	Accredited Energy Auditor	15 years (Over all Experience)
Team Member	2	Certified Energy Manager / Energy Auditor	8 years (Over all Experience)
Sector Expert	1	Sectoral Consultant / Specialist	Retired personal from production unit of respective sectors

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

#### 5.4 Evaluation of Technical Proposals

1. Only the technical proposals considered as technically responsive would be evaluated based on the bidder's capabilities, experience, approach and methodology and the CV's of the proposed personnel and the scores would be given (out of 100).
2. The proposals would be evaluated on the basis of evidence of satisfying all the qualification requirements listed out in Para 5.3. The specific experience would be evaluated on the basis of the information provided along with the prescribed documents.
3. The Bidder will be technically qualified if he obtains minimum 70 marks in technical evaluation.

Evaluation parameters and criteria for proposal.

Parameter	Criteria	Minimum Qualification Criteria	Weightage/Mark	Total Mark
Technical qualification* (A)	Experience in Number of Projects done in the field of energy mapping/ Potential Assessment study/ Process Audit/ Detailed Study/ Techno-economic feasibility study etc. including sectors	Minimum 2 Projects	5	20
		3 to 5 Projects	Pro-rata	

	mentioned in the Scope of work of this RfP.	More than 5 Projects	20	
(B)	Agency's Detailed Energy Audit Experience in Energy intensive industries.  (Note: Baseline Audit & M&V Audit experience will not be counted.)	Less than 5 Audits	5	20
		5 to 15 Audits	Pro-rata	
		More than 15 Audits	20	
(C)	Qualification, experience & competence of the proposed team	Number of years' Experience of AEA in Energy Audit (as per clause 5.3)	10	30
		Number of years' Experience of Process Expert (as per clause 5.3)	Experience above 30 years - 20 Marks, else 0 Marks	
(D)	Audit Experience in Copper and Zinc sector	Minimum 2 Energy audits in Copper sector	5	10
		Minimum 2 Energy audits in Zinc sector	5	
(E)	Experience in Investment Grade Energy Audit Projects including detailed financial analysis of any industry/building/facility etc.	Per project 1 marks	5	5
(F)	Experience in Environment Impact Study (Emission and Water conservation) related projects	Per project 2 marks	5	10
(G)	Approach and detailed work methodology as per scope of work given under section 3 of this RfP	Qualitative & Quantitative Basis	1-5	5

	Total			100
Financial	Financial quote of L1 among the technically qualified (obtaining minimum 70 marks) ones will be selected			

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

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

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

### **6.1 Financial Proposal**

1. Agencies /firms shall submit the financial bid, clearly indicating the total cost of service in both figure and words, in Indian INR on the basis of per plant cost. In the event of any difference between figures and words, the amount indicated in words will be taken in account. In the event of difference between the arithmetic total and the total shown in the financial proposal, the lower of the two shall be taken into account.
2. All the cost associated with the assignment shall be included in the financial proposal. These shall normally cover remuneration for all the personnel, accommodation, travel cost etc. The total amount indicated in the financial proposal shall be without any condition attached or subjected to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and liable to be rejected.
3. There is no mobilization advance.
4. The financial proposal shall indicate all GST applicable separately. For the avoidance of doubt, it is clarified that all taxes including GST shall be deemed to be excluded for the rate quoted. Further all payment shall be subjected to deduction of taxes at source as per applicable laws.

### **6.2 Cost of RfP**

1. 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.

### **6.3 Contents of the RfP**

1. 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.

### **6.4 Bid Security and Performance Security**

#### **6.4.1 Bid Security/ Earnest Money Deposit (EMD)**

1. The agency/firm shall furnish, as a part of its proposal, an earnest money deposit of Rs. 50,000 /- (INR Fifty Thousand Only) in the form of demand draft issued by any nationalized/ scheduled bank, in favor of "Bureau of Energy Efficiency" payable at New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details are mentioned at Annexure-I. Transaction reference copy should be enclosed in bid document.
2. The EMD should remain valid for a period of forty-five days beyond the final bid validity period.
3. EMDs of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
4. EMD should be accompanied with Bid processing fee if paid through DD to be sent to address mentioned in the Section 4.2 (e).
5. Any bid not accompanied by the bid security will be rejected by BEE. BEE shall not be liable to pay any interest on the bid security and the same shall be interest free. The bid security is to remain valid for a period of one year.
6. A bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim.

#### **6.4.2 Performance Security**

1. Within fourteen (14) working days of the receipt of notification of award from BEE, the successful agency/firm shall furnish the Performance Security. Performance Security may be furnished in the form of an Account Payee Demand Draft, or online payment in an acceptable form. The value of Performance Security would be 5% of the total contract value.
2. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder or any such extended period as decided by BEE.



#### **6.4.3 Bid Processing Fees**

1. The agencies / firms should submit a non-refundable bid processing fee of Rs.5, 000/- (INR Five Thousand Only) at time of submission of the technical and financial proposal to BEE. The payment will be accepted in the form of crossed demand draft on any scheduled bank, payable at par in New Delhi in favor of Bureau of Energy Efficiency, New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details are mentioned at Annexure-I. Transaction reference copy should be enclosed in bid document.
2. Bid Processing fee should be submitted in the envelope to the mentioned address.
3. Any kind of exemption is not permitted for Bid Processing Fee.
4. The softcopy of the Bid processing fee must be uploaded along with other document in the GeM portal.

#### **6.5 Conflict of Interest**

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

#### **6.6 Language of Bids**

- The bids prepared by the agencies / firms and all correspondence and documents relating to the bids exchanged by the agencies / firms and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the agencies / firms may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

#### **6.7 Confidentiality**

- BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.

#### **6.8 Disclaimer**

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

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

1. The "Authorized Signatory" as used in the RfP shall mean the one who has signed the RfP document forms.
2. The authorized signatory should be the duly Authorized Representative of the agencies / firms, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized signatory. The power of authorization or any other document consisting of adequate proof of the ability of the signatory to bind the agency / firm shall be annexed to the bid. BEE may reject outright any proposal not supported by adequate proof of the signatory's authority.

## **6.10 Conditions for Consortium**

1. The agencies / firms may have the option to submit the proposal with other consortium partner. Consortium of not more than two agencies / firms may apply and agreement entered into by the consortium partner shall be submitted. Non-submission of agreement documents of the consortium partner will lead to disqualification. The organization submitting the proposal would be considered as the major one and would be contact point for BEE.
2. Consortium partner firms cannot bid separately for the study if applied by their consortium. In case of any such discrepancy found, bid for the both consortium and firms will be rejected. The consortium partners should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The consortium partners should not have been black-listed by any Central / State Government or Public-Sector Undertakings. If at any stage of qualifying process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge, BEE shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the consortium of agency / firms.

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

- The agencies / firms who want to receive BEE response to queries should give their contact details to BEE. The agencies / firms should send their contact details in writing at the BEE contact address indicated under section 1.2.

## **6.12 Amendment of RfP**

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

### **6.13 Documents Comprising the RfP**

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

1. Proof of registration / incorporation in India.
2. Correspondence Details.
3. Demand Draft of INR 5,000/- (Five Thousand Only) as Bid Processing Fees (Non-refundable).
4. Bid Security Declaration
5. Bid Security / Earnest Money Deposit (EMD): An EMD of Rs. 50,000 /- (fifty thousand only) in the form of Demand Draft (Refundable)
6. Technical Proposal, as per qualification criterion provided in the RfP.
7. Financial Proposal.

### **6.14 Power of Attorney**

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

### **6.15 Force Majeure**

Shall mean and be limited to the following:

1. War/hostilities
2. Riot or Civil commotion
3. Earthquake, flood, tempest, lightening or other natural physical disaster.
4. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.
5. In the event of any force majeure cause, agency or the BEE shall not be liable for delays in performing their obligations under this order and the completion dates may be extended, for a period not exceeding the period of delay attributable to the causes of Force Majeure. Neither BEE nor agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.
6. The agency shall at all times, Indemnify and keep indemnified, the BEE and its officer's servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the agency or any JV partner or sub-contractor, and / or the servants or agents of the consultant, or any other JV partner or any sub-contractor and / or of the BEE).

## **6.16 Termination of the Bid**

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

## **7.0 TERMS OF PAYMENT**

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

1. 30% of the order/ contract value on successful completion of 2<sup>nd</sup> Milestone.
2. 30% of the order/ contract value on successful completion of 3<sup>rd</sup> Milestone.
3. 40% of the order/ contract value on successful completion of 4<sup>th</sup> Milestone and final acceptance of all reports by BEE after incorporation of all short-comings / comments / suggestions / corrections as per BEE review of draft Reports.

Note:

- a. BEE shall make the full and final payment (for each milestone) once on successful completion of the assigned work within stipulated time period and upon submission of the required reports, documents as per requirement of the scope of work of this RfP. No mid payments will be made.
- b. The payments will be made on pro-rata basis as per the information collected by the Bidder. The Bidder shall cover the entire units. In case the number of units/plants neither audited nor visited by all team members in the RfP shall not be paid. In regards to proof of visit, the agency should produce the travel documents like flight/train tickets and boarding passes, taxi bills, hotel bills, local conveyance etc. while claiming the payments through invoices.
- c. Successful Bidder can raise each milestone invoice only after lapse of 7 days from the date of completion and submission of all the deliverables against each milestone. Prior to this 7 days' time period, Bidder's Invoice shall not be considered for payment.

## **8.0 PENALTY CLAUSE.**

1. 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.
2. Completion of awarded work is mandatory for successful bidder. In case, bidder fails to complete the awarded work fully or partially, an amount against the uncompleted work will be deducted from final payment to bidder on pro-rata basis. Also, bidder will not be allowed to participate in any BEE tender/job for next one year.
3. Delay beyond the contract period of 100 days in execution of the contract due to whatsoever reasons except the reasons mentioned in above clause 6.15, agency/firm/bidder will not be liable for respective milestone payment and also the performance security will be forfeited by BEE.

## **9.0 TERMINATION OF CONTRACT**

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

## **10.0 RfP FORMS**

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

**10.1 RfP Form 1: RfP Letter Proforma**

To

The Secretary

Bureau of Energy Efficiency

4th Floor, Sewa Bhavan,

R.K. Puram,

New Delhi -110066

India

Sir/ Madam,

Sub: Request for Proposal for develop Proforma and Baseline Data Collection Verification Audit of Copper and Zinc Sector for inclusion in PAT Scheme and declaration for quoted sectors/sub-sector/groups in the proposal.

The undersigned is the authorized representative of the (Name of Agency/firm), having read and examined in detail the complete RfP document in respect of Request for Proposal for hiring of agency for development of Proforma and Baseline Data Collection and Verification Audit of Copper and Zinc Sector for inclusion in PAT Scheme, do hereby express their interest to provide consultancy services as specified in the scope of work.

I/We (on behalf of M/s.....) hereby admit that I/we, have quoted for following sectors.

Sl. No.	Sectors	No of Units
1.		
2.		

Thanking you.

Yours faithfully

Authorized Signatory

Name and Title of Signatory

Name of the Firm

Seal

## 10.2 Correspondence Details

Our correspondence details are:

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

## 10.3 Document forming part of RfP

We have enclosed the following:

RfP Form 2: Eligibility and Other details

RfP Form 3: Prior Experience

RfP Form 4: Approach and Methodology

RfP Form 5: Proposed Work Plan including the timelines with excel based chart

RfP Form 6: Resumes of the members in the proposed team (Sectorwise).

RfP Form 7: Declaration Letter.

Bid security declaration.

Bid processing fees of INR 5,000/- (INR Five Thousand Only)

Bid Security/ EMD of INR 50,000/- (INR Fifty Thousand Only)

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

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

Thanking you,  
Yours faithfully

(Signature of the Authorised Representative)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company

Date

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

1	Name of Firm/Company	
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2	Year and Place of Registration/ Incorporation			
3	Prior experience of working in 1. Copper and Zinc Sector 2. Existing PAT Sectors	Yes OR No		
	If, Yes  Number of Projects done in the field of energy mapping/ Potential Assessment study/ Energy Audit/ Process Audit/ Detailed Study/ Techno-economic feasibility study etc.  Mention separately for 1. Copper and Zinc Sector 2. Existing PAT Sectors			
	If, No  Number of Projects done in Policies of Central and State Government exclusively for Copper and Zinc sector.			
4	Total Number of years of work experience in the field of Energy Efficiency			
		FY 2020-21	FY 2021-22	FY 2022-23
5	Annual Turnover from Consultancy Services**			
6	Net Worth **			

\* Enclose a copy of Registration document

\*\* Enclose a copy of Audited Financial Statement

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

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

[Please indicate the experience in the field of Engagement of Consultant for similar type of activity under PAT Scheme or any other policy related projects of Central and State Government in the format provided below, mention the details of the assignments directly related to the relevant field. Firms having larger experience must furnish the details of all other similar assignments separately in the same format as provided below. Kindly Note, the agency/firm shall mention the details of prior assignments done (preferably during last 5-6 years).

Name of Agency/Firm:	
Assignment/job name:	
Nature of Assignment:	
Description of Project:	
Approx. value of the contract (in INR):	
Country:	
Location within country:	
Duration of Assignment/job (months) :	
Name of Employer:	
Address and contact details:	

Total No of staff-months of the Assignment/job:	
Approx. value of the Assignment/job provided by your firm under the contract (in INR):	
Start date (month/year):	
Completion date (month/year):	
Total duration (months)	
Name of associated Consultants, if any:	
No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of your firm involved and functions performed.	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

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

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

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

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

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

Consultants shall submit full resumes of the project leader and members of the team proposed for the assignment, including contact information as per the following format (in max. 2 pages).

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

**10.8 RfP Form 6: Declaration Letter**

Declaration Letter on official letter head stating the following:

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

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

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

## 11.0 FORMAT FOR FINANCIAL PROPOSAL

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Subject: Financial proposal for Hiring of agency for develop Proforma and Baseline Data Collection and Verification Audit of Copper and Zinc Sector for inclusion in PAT Scheme

I / We, the undersigned, offer to provide the consulting 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].

Price Bid					
Name of Project: Request of proposal for hiring of agency for develop and Baseline Data Collection and Verification Audit of Copper and Zinc Sector for inclusion in PAT Scheme.					
S.No.	Name of Sector	Number of Plants	Per plant rate excluding GST as per scope of work (in Rs.)	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) Name of the sector	(2) Number of Plants	(3) Per plant charge	4=(2)*(3)	(5)
i.	Copper	6			
ii.	Zinc	6			
	Total				

Other terms & conditions

Note:

1. Quoted prices shall be inclusive of duties, taxes, loading/unloading, travel expenses etc. except GST. GST as applicable shall be payable extra and no other charges shall be payable extra. This is an open tender and applicable to BEE Empaneled & Non-Empaneled agencies both. Proof of sectoral expertise shall be submitted.
2. The prices shall remain firm till completion of the project.
3. The bidder shall submit PAN and GST Registration Certificate in support of claim of GST.
4. If there is a discrepancy between words and figures, the amount written in words will prevail.
5. BEE does not issue any concessional sales tax form C or D or any other form.
6. BEE does not issue any Road Permit.
7. 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:

## 12.1 RfP Form A1: Integrity Pact Format.

Integrity Pact

(Refer clause 4.3)

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

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

BETWEEN

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

AND

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

Preamble

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

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

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

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

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

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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the Tender for \_\_\_\_\_  
{Name of the work}, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the Tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution.
  - (c) The Principal will exclude all known prejudiced persons from the process.



- (2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

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

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

- (a) Bidder/ Contractor/ Consultant/ Vendor will not directly or through any other person or firm offer, promise or give to any of the Principal's employees, involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or during the execution of the contract.
- (b) The Bidder/ Contractor/ Consultant/ Vendor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder/ Contractor/ Consultant/ Vendor will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts. Further, the Bidder/ Contractor/ Consultant/ Vendor will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder/ Contractor/ Consultant/ Vendor of a foreign origin shall disclose the name and address of its Agents/ Representatives in India, if any. Similarly, the Bidder/ Contractor/ Consultant/ Vendor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder/

Contractor/ Consultant/ Vendor. Also all the payments made to the Indian Agent / Representative have to be in Indian Rupees only.

- (e) The Bidder/ Contractor/ Consultant/ Vendor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder/ Contractor/ Consultant/ Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder/ Contractor/ Consultant/ Vendor will not bring any outside influence through any Govt. bodies/ quarters directly or indirectly on the bidding process in furtherance of its bid.

#### Article 3 Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder/ Contractor/ Consultant/ Vendor, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder/ Contractor/ Consultant/ Vendor from the tender process.
- (2) If the Bidder/ Contractor/ Consultant/ Vendor has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Consultant/ Vendor for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR, 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to the Principal, taking into account the severity of the transgression. The severity will be determined by the Principal by taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Consultant/ Vendor and the amount of the damage.

- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".
- (4) The Bidder/ Contractor/ Consultant/ Vendor with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Consultant/ Vendor shall be final and binding on the Bidder/ Contractor/ Consultant/ Vendor, however, the Bidder/ Contractor/ Consultant/ Vendor can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc. arising from violation of this Integrity Pact, the Bidder/ Contractor/ Consultant/ Vendor shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Consultant/ Vendor could be revoked by the Principal if the Bidder/ Contractor/ Consultant/ Vendor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### Article 4 Compensation for Damages

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

Vendor and/ or demand and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination.

#### Article 5 Previous Transgression

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Consultant/ Vendor or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Consultant/ Vendor or Subcontractor, which constitutes corruption, or if the

Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

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

- (1) The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.
- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the Principal.
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him, as and when warranted.
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on '**Non-disclosure of Confidential Information**' and of '**Absence of Conflict of Interest**'. In case of any conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case.
- (7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/

Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.

- (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- (9) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (10) If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (11) The word 'Monitor' would include both singular and plural.

#### Article 9 Pact Duration

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

## Article 10 Other Provisions

- (1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing only.
- (3) If the Bidder/ Contractor/ Consultant/ Vendor is in a partnership/ joint venture or a Consortium, this Pact must be signed by all partners or members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- (5) Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure(if any), the clause in Integrity Pact shall prevail.
- (7) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (8) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Consultant/ Vendor who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

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

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

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

(Office Seal)

(Seal/ Stamp)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

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

\_\_\_\_\_

Witness 2:

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

\_\_\_\_\_

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



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

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

To

.....

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

Subject: BID for the “.....”

Reference: RFP No..... dated: .....

Dear Sir,

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

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

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

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

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

Yours faithfully,

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

Seal/ Stamp of Bidder

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

## 12.3 Annexure-I

### Bank Details

Name of the Beneficiary : Bureau of Energy Efficiency  
Bank A/c No. : 89830100010654  
Name of the Bank : Bank of Baroda  
Name of the Branch Address : Bhikaji Cama Place, New Delhi-110066

E Mail ID : divaccounts@beenet.in  
A/c Type : Saving  
Branch Code : 6020  
IFSC Code : BARB0VJBCPL  
MICR Code : 110012308  
Swift Code : BARBINBBNND  
PAN No. : AAAAE0631J

	बैंक ऑफ बरोडा Bank of Baroda	बी सी प्लेस, दिल्ली B C PLACE, DELHI RTGS / NEFT IFSC CODE: BARB0VJBCPL	जारी की गई राशियों से तीन महीने के लिए वैध VALID FOR THREE MONTHS FROM THE DATE OF ISSUE	CBS	<input type="text"/>						
			सेविंग खाता / SAVINGS ACCOUNT	D	D	M	M	Y	Y	Y	Y
Pay						Or Bearer					
Rupees रुपये						या धारक को					
						अदा करें ₹ <input type="text"/>					
आ. नं. A/c No.		89830100010654				FOR BUREAU OF ENERGY EFFICIENCY					
SS/2012/SE						भारत की सभी शाखाओं में समतुल्य रूप से Payable at par at all branches in India					
						Please sign above					
⑈00000⑈ 110012308⑈ 010654⑈ 31											