



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4229043  
Dated/दिनांक : 20-11-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-12-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-12-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Bureau Of Energy Efficiency
Item Category/मद केटेगरी	Hiring of Consultant for Energy Efficiency Services - Consulting Firm; Conducting feasibility study for Implementation of Real Time Energy Monitoring System for Designated Consumers under CentralState Government in PAT Scheme; As per RFP; As per RFP;..
Contract Period/अनुबंध अवधि	6 Month(s) 2 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

**Bid Details/बिड विवरण**

<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	47000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	2

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Secretary

Bureau Of Energy Efficiency, 4th Floor sewa bhawan,R.k Puram sec-1, New delhi,110066, Ministry of Power.  
(Milind Deore)**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Financial Bid for Feasibility study for RT-EMS - [1700462130.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Consultants Profile:**[1700462363.pdf](#)

**Scope of Work:**[1700462444.pdf](#)

**Payment Terms:**[1700462456.pdf](#)

**This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
As per RFP	100	70	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 70

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
05-12-2023 15:00:00	Online Meeting : MS Teams <a \"40b68681-f193-4430-a9a5-0b3b62ec70bf\"}"="" \"79304f37-e0bb-4919-ac85-bff78fa2faff\",="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:meeting_NmjK2M3YmMtNDQ3Yi00OGQxLTk0OWUtZjgzNDljODA3OWVh@thread.v2/0?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:meeting_NmjK2M3YmMtNDQ3Yi00OGQxLTk0OWUtZjgzNDljODA3OWVh@thread.v2/0?context={\"Tid\": \"79304f37-e0bb-4919-ac85-bff78fa2faff\", \"Oid\": \"40b68681-f193-4430-a9a5-0b3b62ec70bf\"}</a>

**Hiring Of Consultant For Energy Efficiency Services - Consulting Firm; Conducting Feasibility Study For Implementation Of Real Time Energy Monitoring System For Designated Consumers Under CentralState Government In PAT Scheme; As Per RFP; As Per RFP;.. ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Consulting Partner	Consulting Firm
Consulting Category	Conducting feasibility study for Implementation of Real Time Energy Monitoring System for Designated Consumers under CentralState Government in PAT Scheme
Qualification of the Consultant	As per RFP
Total Experience of the Consultant	As per RFP
Deployment of Consultant	Offsite
Certification of Consultant	As per RFP
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	• Number of Months : 6

## **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

### **1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### **2. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Bureau of Energy Efficiency  
Account No.  
89830100010654  
IFSC Code  
BARB0VJBCPL  
Bank Name  
Bank of Baroda  
Branch address  
Bhikaji Cama, New Delhi - 110066

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### **3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

**REQUEST FOR PROPOSAL FOR**

**Hiring of an Agency to carry out feasibility study for  
Implementation of Real Time Energy Monitoring System for  
Designated Consumers under Central/State Government in PAT  
Scheme**

**Issued by**



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

**Last Date of submission: 20/12/2023**

## Table of Contents

### Contents

<b>Disclaimer</b> .....	<b>4</b>
<b>1. Introduction</b> .....	<b>6</b>
<b>About PAT Scheme</b> .....	<b>7</b>
1.1 Critical Information: .....	8
1.2 Background .....	9
1.3 Purpose of the RFP .....	9
1.4 Scope of Work .....	9
1.5 Confidentiality .....	12
<b>2. Instructions for Agencies</b> .....	<b>12</b>
2.1 Submittal .....	12
2.2 Technical Proposal .....	12
2.3 RFP Changes, Binding Bid Process .....	13
2.4 Financial Proposal .....	13
2.5 Other Important Terms & Conditions .....	14
2.6 Integrity Pact .....	18
<b>3. Agencies Eligibility Criteria</b> .....	<b>14</b>
3.1 Selection Criteria .....	14
3.2 Preliminary Scrutiny. ....	14
3.3 Evaluation of Bidder. ....	14
3.4 Selection of the Bidder .....	16
<b>5. Other Conditions</b> .....	<b>16</b>
5.1 Procedure for Submission of Proposal .....	16
5.2 Cost of RFP .....	16
5.3 Earnest Money Deposit .....	16
5.4 Performance Security .....	17
5.5 Contents of the RFP .....	17
5.6 Conflict of Interest .....	17
5.7 Language of Bids. ....	17
5.8 Confidentiality. ....	<b>Error! Bookmark not defined.</b>
5.9 Disclaimer. ....	17
5.10 Authorized Signatory (Consultant). ....	17
5.11 Contact details of the Consultant .....	18
5.12 Amendment of RFP .....	18



5.13 Bid Processing Fees .....	18
5.14 Power of Attorney .....	18
5.15 Penalty for delay in deliverables .....	18
<b>6. Terms of Payment. ....</b>	<b>18</b>
<b>7. Pre-Bid meeting.....</b>	<b>20</b>
7.1 Forms to be submitted.....	20
<b>8.0 Formats and letters for submission.....</b>	<b>21</b>
8.1 Form 1: Letter Pro-forma .....	22
8.2 Form 2: Minimum Eligibility .....	24
8.3 Form 3: Team Composition .....	25
8.4 Form 5: List of RT EMS Projects implemented by the Bidder .....	26
8.5 Form 6: Prior Experience project wise implementation of the RT EMS .....	27
8.6 Form 7: Comments and Suggestions.....	29
8.7 Form 8: Approach and Methodology .....	30
8.8 Form 9: Declaration Form.....	31
8.9 Form 10: Format for Financial Proposal.....	32
8.10 Financial Bid Template.....	34
8.11 Form 11: Integrity Pact Format.....	35
8.12 Form 12: Undertaking Format under Integrity Pact.....	44

## **Disclaimer**

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

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

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

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

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

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

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

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

## 1. Introduction

### About BEE

Bureau of Energy Efficiency (“BEE”) was established with effect from 1<sup>st</sup> March, 2002, pursuant to the provisions of the Energy Conservation Act, 2001 (“EC Act”), by merging the erstwhile Energy Management Centre, a society registered under the Societies Registration Act, 1860, under the aegis of the Ministry of Power. The mission of BEE is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the EC Act with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in all sectors.

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

1. Notify energy intensive industries, other establishments, and commercial buildings as Designated Consumers.
2. Establish and prescribe energy consumption norms and standards for Designated Consumers.
3. Direct Designated Consumers to designate or appoint certified Energy Manager in charge of activities for efficient use of energy and its conservation.
4. Get an energy audit conducted by an accredited Energy Auditor in the specified manner and intervals of time.
5. Furnish information with regard to energy consumed and action taken on the recommendation of the accredited Energy Auditor to the designated agency.
6. Comply with energy consumption norms and standards, and if not so, to prepare and implement schemes for efficient use of energy and its conservation.
7. 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.
8. Direct owners or occupiers of commercial buildings to comply with the provisions of energy conservation building codes.
9. Direct mandatory display of label on notified equipment and appliances.
10. Specify energy consumption standards for notified equipment and appliance.
11. Prohibit manufacture, sale, purchase and import of notified equipment and appliances not conforming to standards.

The EC Act defines the powers of the State Government to facilitate and enforce efficient use of energy and its conservation. The State Governments have to designate State Designated Agencies in consultation with the BEE to coordinate, regulate and enforce the provisions of the EC Act in the State. Thus the State Designated Agencies are the strategic partners for promotion of energy efficiency and its conservation in the country.

## **Functions**

BEE co-ordinates with Designated Consumers, designated agencies and other organization; recognizes, identifies and utilizes the existing resources and infrastructure, in performing the functions assigned to it under the EC Act. The EC Act provides for regulatory and promotional functions of BEE. The major functions of BEE include:

1. Develop and recommend to the Central Government the norms for processes and energy consumption standards.
2. Develop and recommend to the Central Government minimum energy consumption standards and labeling design for equipment and appliances.
3. Develop and recommend to the Central Government specific energy conservation building codes.
4. Recommend the Central Government for notifying any user or class of users of energy as a Designated Consumer.

Take necessary measures to create awareness and disseminate information for efficient use of energy and its conservation.

## **About PAT Scheme**

The Perform, Achieve and Trade (PAT) Scheme is a scheme focused on reducing energy consumption and promoting enhanced energy efficiency among energy intensive industries in the country. BEE is the implementing agency for the PAT scheme across the country. PAT is a market-based mechanism in which identified energy intensive industries and other establishments (called Designated Consumers) are given targets for reducing their Specific Energy Consumption (SEC). The SEC targets for each plant are different and are set by BEE based on energy efficiency performance and classification, e.g., similar processes, CPP/Non CPP, etc. The DCs need to achieve the SEC targets in a 3- year period which is called a PAT cycle. DCs which over-achieve the given SEC target will get incentives in the form of energy saving certificates. These certificates are tradeable and can be bought by other DCs which are unable to achieve their targets. Alternately, the DCs unable to achieve the target would have to pay the penalty, at the price determined and notified by the BEE, which is the price of metric tonne of oil equivalent. The price of these certificates is determined by the market.

The PAT scheme in its first cycle, operationalized in April 2012 covered 478 industries known as 'Designated Consumers (DCs)' from 8 sectors: Aluminium, Cement, Fertilizer, Pulp & Paper, Thermal Power Plant, Chlor-Alkali, Iron & Steel and Textile. Since 2016, PAT is under rolling cycle and new industries and new sectors get added every year. Subsequently, new industries and new sectors like Railways, Refinery, Petrochemical, DISCOM and Hotels (under commercial buildings) are also being covered under PAT. As on April- 2023, 1333 No. of DCs from 13 energy intensive sectors are notified as Designated Consumers based on their annual energy consumption.

**1.1 Critical Information:**

<i>Availability of RFP document</i>	<i>20/11/2023 (Monday)</i>
<i>Last date for acceptance of queries from the Bidders</i>	<i>04/12./2023.(Monday)</i>
<i>Date for online pre-bid meeting</i>	<i>05/12./2023 (Tuesday)</i>
<i>Last date for replying to queries to the Bidders</i>	<i>12/12./2023.(Tuesday)</i>
<i>Last date for receipt of Bids (“Bid Due Date”)</i>	<i>20/12/2023. (Wednesday)</i>
<i>Place, time and date of opening of Technical Proposals</i>	<i>21/12/2023 online of Gem Portal</i>
<i>Place, time and date of opening of Financial Proposals</i>	<i>To be informed later (Only to technically qualified Bidders)</i>
<i>Validity of the Bid</i>	<i>180 days from the date of opening.</i>
<i>Timeline to complete work</i>	<i>120 days from date of award of work order.</i>
<i>Contact Person for queries</i>	<i>Sh. Ajitesh Upadhyay, Sh Vivek Negi Sector Expert, Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R K Puram New Delhi – 110066 Tel : (+91)-11-26766700 Fax: (+91)-11-2617-8352, Email: <a href="mailto:ajitesh.upadhyay@beeindia.gov.in">ajitesh.upadhyay@beeindia.gov.in</a>, <a href="mailto:vivek.negi@beeindia.gov.in">vivek.negi@beeindia.gov.in</a></i>
<i>Submission of RFP address to</i>	<i>The Secretary, Bureau of Energy Efficiency 4<sup>th</sup> Floor, Sewa Bhawan, R.K.Puram, New Delhi-110066, India <a href="tel:+911126766700">Tel:(+91)-1126766700</a>, <a href="tel:+911126178352">Fax: (+91)-1126178352</a></i>

**Note:** BEE will use Email as a primary mode of communication and will upload all relevant information on BEE’s website (<http://beeindia.gov.in>). It shall be the responsibility of the Bidders to regularly check the aforesaid website for any updations in any form of addenda or corrigenda. BEE shall not be held responsible, in any manner whatsoever, in case any Bidder omits to check the aforesaid updations.

## **1.2 Background**

The energy management system forms the fundamental objective and important tool to identify the gaps in their daily production and the consumption of the units. The PAT Designated Consumers (DCs) requires to upgrade their existing energy monitoring practices from manual observation to the real time Energy monitoring system (RT EMS) as well Energy management system ISO 50001. These management systems help to involve the person from the Top management to ground level worker to assess their daily pattern of the energy performance and suitable improvement as per their target objectives.

In notified 1333 industries in 13 energy intensive sectors under PAT scheme, Energy Management is basic tool for every DC in view to evaluate the energy performance. However as per past experience from most of the DCs, reported and verified data from the auditors were found estimated or calculated which is also feel difficult for assessing the actual performance of plants. It was also found difficult to assess the savings accrued from the energy conservation measures implemented by the DC due to various reasons such as the manual-based calculated figure, lack of authentic monitoring to know exact quantity of the energy saved or consumed within the production or service, etc. So, there is necessity to upgrade monitoring skills of the DCs to report correct real time measure data to know the actual performance of the equipment and plant.

The PAT scheme is one of the most significant schemes of the prestigious national mission NMEEE which focus on the improvement in energy efficiency through market-based principle. The objective is to enhance energy efficiency and strengthen the Energy Management System (RT EMS) in the energy intensive industries. The energy efficiency is only possible via effective energy monitoring and in response of that suitable action to be taken for the continual improvement in the performance. It is observed that handful no. of DCs had already implemented the energy managements system and energy monitoring system, while majority of the designated consumers are still not implemented the RT EMS within the plant. So, it's a target objective to conduct the feasibility study to ascertain the implementation roadmap for RT EMS in all government sector DCs which are notified in PAT scheme followed by demonstration of RT EMS Implementation on such level that all DCs will have better understanding about EMS & its benefits which subsequently accelerate the pace of adoption rate among the all DCs under PAT Scheme.

## **1.3 Purpose of the RFP**

The purpose of the Request for Proposals (“RFP”) is to hire an agency is to conduct a comprehensive study to assess the prerequisites and essential elements necessary for the successful implementation of Real Time Energy Monitoring System (RT EMS) as a demo project at PAT DCs premises.

## **1.4 Scope of Work**

### **1.4.(1) Objective of the Project**

BEE co-ordinates with Designated Consumers, Designated Agencies and other organization;

recognizes, identifies and utilizes the existing resources and infrastructure, in performing the functions assigned to it under the E.C Act. As one of the components of its function is to promote and implement the demo projects based on improving the energy efficiency among the entities. In view to the further replication of the technologies that are energy efficient, readily available, and indigenous having good saving potential. The energy efficiency is only possible via effective energy monitoring and in response to that suitable action is to be taken for the continual improvement in the performance. Therefore, the Real-Time Energy Monitoring System (RT EMS) stands as a pivotal measure that can serve as the cornerstone for executing energy conservation strategies and adopting energy-efficient technologies. Considering this significance, the Bureau of Energy Efficiency (BEE) is putting forth the RT EMS (Real-Time Energy Monitoring System) as a demonstration project specifically designed for the Perform, Achieve, and Trade (PAT) Designated Consumers (DCs). The primary objective of this initiative is to conduct a comprehensive study to assess the prerequisites and essential elements necessary for the successful implementation of this system.

#### **1.4.(2) Scope of the work.**

1. Visit the all assigned industry site to understand its layout, infrastructure, and energy consumption patterns. Gather information on existing energy monitoring systems (if any), electrical & thermal infrastructure, and data connectivity options.
2. Interview relevant personnel to understand their energy monitoring needs and desired functionalities. Identify critical parameters to monitor, such as voltage, current, power factor, steam and fuel consumption etc.
3. Research available real-time energy monitoring systems and technologies suitable for the industry's requirements. Evaluate the compatibility of these systems with existing infrastructure and data management systems.
4. Consider wireless or wired sensor options, communication protocols, data storage, and real-time visualization platforms.
5. The hardware should be CE certified and IP degree of protection IP54 and Software should be able to integrate with different types of sources of OT data like SCADA/MES System as well as common OT Protocols like IEC104/Modbus and OPC UA/DA.
6. The protocol standard must be compatible with Modbus RS485/RS232, Modbus RTU, IEC 104 for communication. The basic compatibility should be able to expose the data for the RT EMS system to get data from OPC, Modbus, IEC104 protocols which may be required for RT EMS system with the existing DCS or PLC system.
7. Develop a conceptual design for the energy monitoring system. Determine the number and placement of sensors and meters to ensure comprehensive coverage and recommendation for required coverage required for demo project and cost associated with such project. Design the data communication architecture, including data transfer frequency and protocols



8. Compile a detailed list of all components required for the installation, including sensors, meters, communication devices, data storage units, and visualization software. Specify quantities, models, technical specifications, and any additional accessories.
9. Provide accurate cost estimates for each item in the BOQ (Billing of Quantities). Include costs for procurement, installation, integration, configuration, and testing. Consider labor costs, potential equipment upgrades, Operation & Maintenance cost and any contingency costs.
10. Identify potential risks associated with system implementation and operation. Develop mitigation strategies for these risks.
11. Present the study report to relevant stakeholders for feedback and approval. Incorporate any necessary revisions based on the feedback received.
12. Prepare a comprehensive study report and submit to BEE and DC that outlines the study's findings, including site assessment details, technical analysis, system design, BOQ, cost estimates, include recommendations for the most suitable energy monitoring system based on the industry's needs.
13. The tentative list of DCs which are to be covered under this Feasibility Study as follow:

**Table A: List of Units to do feasibility study for Implementation of Real Time Energy Monitoring System.**

<b>Serial No</b>	<b>DC Name and Address</b>	<b>Sector</b>
1	Integral Coach Factory (ICF)	Railway
2	Patiala Locomotive Works (BLW)	Railway
3	Bhusawal Railway Workshop	Railway
4	Carriage & Wagon Workshop, Jagadhari, Northern Railway	Railway
5	Harduaganj Thermal Power Station Kasimpur , Aligarh, Uttar Pradesh- 202127	Thermal Power Plant
6	Uran Gas Power Station, Mahagenco, Raigarh, RAIGAD, Maharashtra- 400702	Thermal Power Plant

#### **1.4.(4) Timelines and Key Deliverables.**

The assignment for the Feasibility Study for implementation of the RT EMS shall be completed within the given timelines as follows from the date of award of the contract:

<b>Milestone</b>	<b>Assigned Work</b>	<b>Timelines</b>
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1 <sup>st</sup>	Inception Meeting with BEE and Plant Personal	15 days from the award of contract.
2 <sup>nd</sup>	Site Visit at all assigned DC's plant and conduct the exercise as per scope of work	75 days from the award of contract.
3 <sup>rd</sup>	Submission of Draft Feasibility (covering all findings as per given scope of work, section 1.4 (2)) to BEE and all assigned DCs for review and comments.	105 days from the award of contract
4 <sup>th</sup>	Submission of Final Feasibility Report to BEE after incorporation all comments/inputs.	120 days from the award of contract.

#### **1.4 (5) Stakeholders.**

The Stakeholders of this Project are BEE, RT EMS supplier, Hired Agency, respective State Designated Agency, Designated Consumer and other required bodies for certain approvals.

#### **1.5 Confidentiality**

This RFP, including any other material and information provided by BEE, contains its proprietary and confidential information that is provided to you for your exclusive use in evaluating and preparing your Bid. BEE requires 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.

### **2. Instructions for Agencies**

#### **2.1 Submittal**

This RFP has been issued to Bidders that will respond satisfactorily as per the requirements set out here. The RFP identifies BEE requirements in sufficient detail in order to identify a preferred agency who shall meet all the requirements and qualify accordingly. The Bidders are invited to submit a its proposal through the **GEM** portal only comprising of the Technical Proposal and the Financial Proposal in accordance with the provisions set out hereinafter under this RFP.

#### **2.2 Technical Proposal**

The Technical Proposal should include:

- a) Bidder organization's background;
- b) Bidder organization's suitability for this Project;
- c) Proposed Methodology for carrying out this work;
- d) A proposed work plan / timeline of the study;
- e) CVs of team members specifying the suitability for this Project;
- f) Implementation Approach / Deliverables / Training Details;
- g) The Bidder organization should have at least 10 years of experience in industrial consultancy in implementation of RT EMS and related energy analysis;

- h) An Bidder organization with an Annual Turnover of Rs.10 Lakh in any of the 1 (one) year during the last 3 (three) financial years preceding the Bid Due Date;
- i) An EMD of Rs. 50,000 /- (Rupees Fifty Thousand only) & Bid Processing Fees of Rs, 5,000/- (Rupees Five Thousand only) in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi.
- 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. The particular clause in support of EMD exemption must be highlighted.
- k) Team Composition must be as per the given table

Team Members	Minimum Requirements
Team Leader	Have an experienced of more than 10 years and overall expertise of implementation of the project
Hardware and software Engineer	2 Engineers with expertise of more than 5 years in required domain
Energy Auditor	The member must be EM/EA/AEA having more than 10 Years of Experience in energy audits and analysis.

### 2.3 RFP Changes, Binding Bid Process

Bureau of Energy Efficiency (BEE) reserves the right to negotiate any or all RFP terms and conditions, and to cancel, amend or resubmit this RFP in part or entirety at any time. This RFP has been issued exclusively for providing adequate information about RT EMS requirements for selected Designated Consumers in order to receive Bids in respect of this Project from the Bidders. While the Bidders may be selected as technical competent for implementation of the Project and also low-cost basis, BEE reserves the right to reject any or all of the responses at any stage of the Bidding Process without providing any reason whatsoever.

### 2.4 Financial Proposal

1) All prices quoted by the Bidders must be fully itemized, in Indian Rupees, and exclusive of GST and cover all expenses of entire assignment till its completion. BEE shall enter into contract with the Hired Agency on a Fixed Price basis for all components as per the scope of work. We expect the Bidders to quote a fixed price for:

- RT EMS Implementation study at selected DCs
- To meet requirements as per scope of work.
- Travelling, boarding and lodging charges till the assignment completion.

- 2) Financial evaluation for L1 consideration will be on per plant basis in respective group.
- 3) Evaluation will be based on the total lump sum cost quoted by the bidder for per plant in respective group. Financial bid with the lowest cost among all bids, will be awarded as L1 bidder.
- 4) The Bidder shall submit its financial proposal through the **GEM** (Government e marketplace) portal only.

## **2.5 Other Important Terms & Conditions**

This is an open tender.

- a) The work shall be carried out as per the finalized time schedule and requirements of BEE.
- b) Any kind of deviation from any activities as stated under (scope of work) of this RFP without the knowledge and prior consent of BEE, will liable for no payment against the work allotted for the respective DC.
- c) The bidder shall apply through the **GEM** portal only.

## **3. Agencies Eligibility Criteria**

### **3.1 Selection Criteria.**

The eligibility will be seen based on the required criteria and BEE has the right to reject the Bids not meeting the required criteria.

1. The Bidders interested in being considered for this task preferably shall fulfill the following criteria:
  - (a) Should be a firm/company registered/incorporated in India.
  - (b) Should have the work experience of at least 05 years in the field of facilitating the required services as per scope of work in large energy intensive industries.
  - (c) Should have a minimum Annual Turnover of INR 10 Lakh in the last three (3) financial years i.e. FY 2019-20, 2020-21, 2021-22.
  - (d) Should have been profitable for at least two (2) of the last three (3) financial years.

### **3.2 Preliminary Scrutiny.**

Preliminary scrutiny of the Bids will be made to determine whether they are complete, whether required Bid Processing Fee and EMD has been furnished or not, whether the documents have been properly signed by the authorized signatory, and whether the Bids are in order, and whether the bidder meets all the pre-qualification criteria as set out under Clause 3.1 above.

Bids not conforming to these requirements will be outrightly rejected.

### **3.3 Evaluation of Bidder.**

1. All the Bidders meeting qualification criteria are required to present their proposal where they must explain as to what is expected from them. Each Bidder will be provided with a

maximum of 10 minutes duration to make the presentation to BEE.

- BEE will evaluate Bids and will give marks to all the technically qualified Bidders from technical scrutiny on the basis of following table:

S. No	Category	Max. Marks	Criteria
1	Experience of the Firm		
	Earlier Experience in the implementation of energy monitoring system	20	5 years : 10 Marks 6-10 years : 15 Marks More than 10 Years: 20 Marks
2	Sector wise Experience		
	Experience in benchmarking of energy usage pattern on industry and prepared Digital readiness report for RT EMS implementation	20	For Each sector will provide 4 marks subject to maximum of 20 marks
	Experience in Investment Grade Energy Audit Projects including detailed financial analysis of any industry/building/facility etc.	20	For Each project will provide 4 marks subject to maximum of 20 marks
3	Quality of service		
	Feedback of customers on reliability of the RT EMS services and products	10	Feedback from 5 customer :5 Marks Feedback from 10 or more customers: 10 Marks
4	Cost benefit analysis to the solution provided via Energy Monitoring		
	Cost benefit analysis on customized solutions offered to the industry	15	1 mark for each such cost benefit analysis from previous implemented projects
5	Presentation		
	Understanding of tendered work & showing the methodology of work plan	15	Evaluation will be based on quality of submission
	<b>TOTAL TECHNICAL SCORE</b>	<b>100</b>	

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

4. The Bidders will be technically qualified if it obtains minimum 70 marks in technical evaluation.
5. **The Financial Proposal** will be opened only for the 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 Proposal**.

### **3.4 Selection of the Bidder.**

1. The Bidder with lowest Financial Bid against the quote shall be declared as the successful Bidder for the Project and will be called as L1 Bidder/ Hired Agency. BEE reserves the right to place the order with the L2 Bidder, in case the L1 Bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 Bidder matches the price quoted by the L1 Bidder. In case the 2<sup>nd</sup> lowest Bidder is unable to match the L1 price, BEE reserves the right to place order with the shortlisted L3 Bidder and so on.
2. In case more than one Bidder quotes the same value, then the Bidder having maximum technical evaluation marks will be reckoned as L1. A list of L1, L2, L3 and so on will be prepared.
3. In case of selected L1 Bidder refuses to work within the time frame given by BEE, the offer would be treated as withdrawn and the Bidder's EMD will be forfeited and L2 Bidder shall be reckoned as L1 for further process. If other Bidders refuse to work, their EMD will be forfeited and offer will be extended to another qualified Bidder. The defaulting Bidder may also be debarred from participating in BEE tenders for a period of 2 years.
4. If there is discrepancy between words and figures, the amount in words will prevail. The decision of BEE arrived at above will be final and no representation of any kind shall be entertained.
5. If the Bidder is applying, then partial quote in any not allowed and shall be considered as non-responsive.

## **5. Other Conditions.**

### **5.1 Procedure for Submission of Proposal**

The Bidders should submit the Technical and financial proposal on the GEM Portal only.

### **5.2 Cost of RFP**

The Agency 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 Bidding Process.

### **5.3 Earnest Money Deposit**

As per MoF/DoE O.M.No.F.9/4/2020-ppd dated 12th November, 2020, "Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of EMD (Bid security). Further, in lieu of Bid Security, Ministries/ Departments may ask bidders to sign 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the

time specified in the tender documents.

#### **5.4 Performance Security**

The successful Bidder would be required to deposit an amount equivalent to 5% of the value of the Contract as a Performance Security after 14 days of the issuance of the Letter of Award by BEE . This should be furnished through the Demand Draft in favour of “Bureau of Energy Efficiency”, payable at Delhi. The Performance Security amount furnished by Demand Draft will be returned without interest within 60 days of completion of all obligations under the Contract. The Performance Security shall be returned after adjusting for penalties on account of deficiencies, if any, in the performance of the Contract.

#### **5.5 Contents of the RFP**

The Agency is expected to examine all instructions, forms, terms & conditions and Statement of Work in the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the Agency’s risk and may result in the rejection of the RFP.

#### **5.6 Conflict of Interest**

The Agency who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Agency would be allowed to use the data or share the information with anyone else, except for the BEE.

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

#### **5.7 Language of Bids.**

The Bids prepared by the Agency and all correspondence and documents relating to the bids exchanged by the Agency and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Consultant 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.

#### **5.9 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.

#### **5.10 Authorized Signatory (Consultant).**

The "Consultant" as used in the RFP shall mean the one who has signed the RFP document forms.

The Consultant should be the duly Authorized Representative of the Agency, 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 Representative. The power or authorization, or any other document consisting of adequate proof of the ability of the

signatory to bind the Consultant shall be annexed to the bid. BEE may reject outright any proposal not supported by adequate proof of the signatory's authority.

#### **5.11 Contact details of the Consultant**

Consultant who wants to receive BEE's response to queries should give their contact details to BEE. The Consultant should send their contact details in writing at the BEE's contact address.

#### **5.12 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, modify the RFP Document by an amendment. In order to provide prospective Agencies 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 Invitation for RFP.

#### **5.13 Bid Processing Fees**

The bidders shall be required to submit their proposal along with the Bid Processing Fees of Rs, 5,000/- (Rupees Five Thousand only) in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi.

#### **5.14 Power of Attorney**

The Bidders shall be required to provide as part of the RFP, a duly notarized Power of Attorney (PoA) executed on the stamp paper of appropriate value, by the duly authorized person of the Bidder in favour of any principal officer or the duly authorized representative, certifying him/her as an authorized signatory for the purpose of this RFP.

#### **5.15 Penalty for delay in deliverables**

Delay at any stage in execution of the Contract due to reasons solely attributed to successful bidder/ Hired Agency, beyond the time schedule as agreed or any extension thereof granted by the BEE shall attract penalty. A penalty of 1% per week or part of the week, subjected to a maximum of 10% of the total work order value, will be imposed for delay in submission of deliverables after the stipulated time frame from the date of issue of such work order.

#### **5.16 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 given at format section a form 11 and Form 12



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 submitted as a part of the Technical Proposal. 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 Hired Agency with the BEE.
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 Hired Agency and BEE. The Integrity Pact shall be operative from the date it is signed by both the Parties till the final completion of the contract. 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 authorized signatory of the Bidder and submitted as a part of the Technical Bid under this RFP Document.

## 6. Terms of Payment.

Payment authority will be Bureau of Energy Efficiency.

The Hired Agency shall raise the invoice in favour of “The Secretary, Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, Sector– 1, R.K. Puram, New Delhi”.

Payment will be made as per the timeline mentioned below:

Milestone	Payment Terms	Payment Percentage
1	After completion of the assignment	100%

**\*Note:** BEE shall process the payment after the receipt of the invoice at the end of each milestone. However, the work schedule shall be adhered and shall not be affected due to payment related process.

**Quoted prices shall be inclusive of duties, taxes etc. except GST. GST as applicable shall be payable extra.**

Travelling, boarding and lodging expenses will be supposed to include in price quoted.

No extra amount shall be paid on any ground whatsoever.

## 7. Pre-Bid meeting.

Pre-bid meeting will be convened virtually on MS Teams. However, if competent authority at BEE agrees for physical meeting, same will be communicated to the Bidders at least 2 (two) days prior of meeting.

During the course of pre bid meeting, the Bidders may seek clarifications and make suggestions for consideration of the BEE.

The BEE shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

All the queries from the Bidders relating to this RFP notice document must be submitted to BEE before the deadline mentioned in this RFP.

These queries should be emailed at [vivek.negi@beeindia.gov.in](mailto:vivek.negi@beeindia.gov.in) and [ajitesh.upadhyay@beeindia.gov.in](mailto:ajitesh.upadhyay@beeindia.gov.in) prior to the last date for the same as specified in this RFP. BEE shall reply to such queries within the timeline specified in the RFP for the same.

### 7.1 Forms to be submitted

Bids are to be submitted using the formats specified under Clause 8 of the RFP along with the necessary supporting documents as listed. The Bids shall be liable for rejection in the absence of requisite supporting documents. The Bids should provide information against

each of the applicable requirements. In absence of the same, the Bids shall be liable for rejection. BEE shall not be responsible for non-receipt / non-delivery of the Bids due to any reason whatsoever. Bidders are advised to study the RFP carefully. Submission of RFP shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.

## **8.0 Formats and letters for submission**

## 8.1 Form 1: Letter Pro-forma

To,  
The Secretary,  
Bureau of Energy Efficiency  
4<sup>th</sup> Floor, Sewa Bhawan,  
R.K. Puram,  
New Delhi -110066 India.

**Sub: Hiring of an Agency to carry out feasibility study for Implementation of Real Time Energy Monitoring System in PAT industries.**

Sir,

The undersigned Bidder, having read and examined in detail all the terms and conditions of the RF in respect of appointment of an agency for BEE, do hereby express their interest to provide Consultancy Services as specified in the scope of work.

Our correspondence details are:

1	Name of the Bidder	
2	Address of the Bidder	
3	Name of the contact person to whom all references shall be made regarding this RFP	
4	Designation of the person to whom all references shall be made regarding this 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 1: Letter Pro-forma
- Form 2: Minimum Eligibility
- Form 3: Team Composition
- Form 4: CV of team members
- Form 5: List of Projects implemented by the Bidder

- Form 6: Prior Experience
- Form 7: Comments and Suggestions
- Form 8: Approach and Methodology
- Form 9: Declaration Letter
- Form 10: Financial Proposal
- Form 11: Integrity Pact Format
- Form 12: Undertaking Format under Integrity Pact
- Pen drive containing soft copy of technical proposal
- EMD of INR 50,000 (INR Fifty Thousand Only)
- Bid Processing Fees of INR 5,000/- (INR Five Thousand Only)
- Registered Power of Attorney executed by the Bidder in favor 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 RFP 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,

Name:

Designation:

Date:

Place:

Address:

**8.2 Form 2: Minimum Eligibility**

1	Name of the Bidder			
2	Year of Registration/Incorporation			
3	Year of Registration/Incorporation in India*			
4	Experience in years in the field of facilitating Energy Monitoring System implementation in large-scale industries			
4	Number of Employees in India as on March 31, 2021			
		<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>
5	Annual Turnover from Consultancy Services**			
6	Annual Profits **			

\* Enclose a copy of Registration document

\*\*Enclose a copy of Audited Financial Statements

Witness:

**Signature**

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signatory of the Bidder:

**Signature**

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company \_\_\_\_\_

### 8.3 Form 3: Team Composition

S.No	Name of Person	Role (Team Leader/ Team Member/ Other) <sup>1</sup>	Year of relevant experience <sup>2</sup>	Signature of the Person <sup>3</sup>

#### 1. Role of the Person in this Project

Year of relevant experience and same should also be depicted in the attached CV of the person.

Signature should be original and signed in ink by all Team Members and also attach self-attested copy of PAN card/Passport etc. for verification of signature. Bid will be rejected, if signatures are not valid/not signed in original.

Witness:

**Signature**

Name

Address

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signatory of the Bidder:

**Signature**

Name

Designation

Company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**8.4 Form 5: List of RT EMS Projects implemented by the Bidder**

Type of Projects	List of Projects/Name of industry
Implementation of RT EMS in MSMEs	1.
Implementation of RT EMS in large industries	1.
No. of industries Certified in EnMS by agency (if agency is also authorized as CB)	
Any Other relevant Project	1. 2. 3.

The Bidder has to submit proof for undertaken and completion of Project enlisted above (such as work order/completion certificate for these projects).

BEE has right to ask for other relevant documents. Non-availability of such documents may lead to rejection of Bid at any stage of the Project.

Witness:

**Signature**

Name

Address

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signatory of the Bidder :

**Signature**

Name

Designation

Company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



### 8.5 Form 6: Prior Experience project wise implementation of the RT EMS

Please indicate at least minimum requirement of assignment directly related to the experience as specified in this document.

Name of Bidder:	
Details of the Assignment:	
Nature of Assignment:	
Description of Project	
Approx. value of the contract (in Rupees):	
Country:	
Location within country:	
Duration of Assignment (months) :	
Name of Employer:	
Address and contact details:	
Total No of staff-months of the Assignment:	
Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
Start date (month/year):	
Completion date (month/year):	
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 provided by your staff within the Assignment:	

Witness:

**Signature**

Name

Address

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signatory of the Bidder :

**Signature**

Name

Designation

Company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 8.6 Form 7: Comments and Suggestions

[Suggest and justify here any modifications or improvement to the scope of work, tasks to be performed, timeline, deliverables, payment terms etc. to improve performance in carrying out the Assignment. The Agency can suggest deleting some activity or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point.]

(Maximum 2 Pages)

Witness:

**Signature**

Name

Address

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signatory of the Bidder :

**Signature**

Name

Designation

Company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 8.7 Form 8: Approach and Methodology

[Explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the probIRT EMS being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach]

Witness:

**Signature**

Name

Address

Date

Authorized Signatory of the Bidder :

**Signature**

Name

Designation

Company

**8.8 Form 9: Declaration Form.**

**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 RFP.

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

Witness:

**Signature**

Name

Address

Date

Authorized Signatory of the Bidder :

**Signature**

Name

Designation

Company

## 8.9 Form 10: Format for Financial Proposal

*Should be sealed separately from Technical Proposal in a different envelope and super scribed as follows:*

**Financial Proposal for “Hiring of an Agency to carry out feasibility study for Implementation of Real Time Energy Monitoring System in PAT industries.”**

[Location, Date]

FROM: (Name of Firm)

To,

Secretary,

Bureau of Energy Efficiency,

4<sup>th</sup> Floor, Sewa Bhawan,

R.K. Puram,

New Delhi -110066 India.

Sir/ Madam,

**Sub: Hiring of an Agency to carry out feasibility study for Implementation of Real Time Energy Monitoring System in PAT industries.**

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

Our attached Financial Proposal is for Hiring of Agency for assisting in the Implementation of RT EMS in selected PAT Industries is as per financial bid template and is exclusive of the GST\*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, and are valid upto 1 year from the date of opening of Financial Proposals.

We confirm that, the contract may be cancelled at any stage by Bureau of Energy Efficiency without giving any reason and will be completely binding on us. 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 Signatory of the Bidder

Signature

Name and Title of Signatory:

Name of the Firm:

Seal:

\* Each Stage of payment will be released on submission of the deliverables as mentioned in Clauses 4 & 6.

\*Note: GST will be paid extra as per the applicable rules of Government of India.

## 8.10 Financial Bid Template

Date XX/XX/2021

Financial Bid No. <<if any>>

Client: Bureau of Energy Efficiency, New Delhi – 110066

Validity of the proposal – <<01 year from the date of bid submission/opening of financial bid>>

Summary of Costs

S.No.	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)
1			

There is no other additional cost thereon.

Yours sincerely,

(Authorized Signatory)

Name of Firm



## 8.11 Form 11: Integrity Pact Format

### *Integrity Pact (Refer clause 2.6)*

*(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)** \_\_\_\_\_

\_\_\_\_\_

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





**8.12 Form 12: Undertaking Format under Integrity Pact**

**FORM OF UNDERTAKING**

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

**To**

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

**Subject: BID for the “.....”**

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

Dear Sir,

I/ we have taken note of the Integrity Pact (Form A1) appended to the aforesaid RFP. We understand that only those Bidders who commit thRT EMSelves 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 Member)

Seal/ Stamp of Bidder

**Note:**

*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.”*