



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5015740
Dated/दिनांक : 05-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-07-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-07-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (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 केटगरी	Hiring of Consultant for Energy Efficiency Services - Consulting Firm; Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC ECSBC ENS Compliant Buildings; As per RfP; As per RfP; Onsite; As per RfP
Contract Period/अनुबंध अवधि	2 Year(s) 6 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	5000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	200000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(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 दस्तावेज़ 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, NA, N/A, Ministry of Power
(Bureau Of Energy Efficiency)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Consultants Profile:[1717582742.pdf](#)

Scope of Work:[1717582752.pdf](#)

Payment Terms:[1717582755.pdf](#)

If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA:[1717582761.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	View file	Yes

Total Minimum Passing Technical Marks: 70

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
19-06-2024 15:00:00	Through VC, the Link is provided in the RfP Document

Hiring Of Consultant For Energy Efficiency Services - Consulting Firm; Hiring Of An Agency To Develop A Scheme For Empanelment And Certification Of ECBC ECSBC ENS Compliant Buildings; As Per RfP; As Per RfP; Onsite; As Per RfP (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Consulting Partner	Consulting Firm
Consulting Category	Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC ECSBC ENS Compliant Buildings
Qualification of the Consultant	As per RfP
Total Experience of the Consultant	As per RfP
Deployment of Consultant	Onsite
Certification of Consultant	As per RfP
Addon(s)/एडऑन	

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	<ul style="list-style-type: none"> Number of Months : 30

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

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Bureau of Energy Efficiency

Account No.

89830100010654

IFSC Code

BARB0VJBCPL

Bank Name

Bank of Baroda

Branch address

Bhikaji Cama Place, New Delhi-110066

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

3. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

4. 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

Request for Proposal (RFP)

For

Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC/ECSBC/ENS Compliant Buildings

Last Date of Submission: 05th July 2024 by 4:00 PM



Bureau of Energy Efficiency
Ministry of Power, Government of India

4th Floor, Sewa Bhawan,
R.K. Puram, Sector-1,
New Delhi -110066

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1.0 Letter of Invitation

1.1 Advertisement:

This Request for Proposal (RfP) document is for **“Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC/ECSBC/ENS Compliant Buildings”**.

The Government of India set up Bureau of Energy Efficiency (BEE) (Website: www.beeindia.gov.in) on 1st March, 2002 under the provisions of the Energy Conservation Act, 2001. The Bureau of Energy Efficiency is mandated 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 the primary objective of reducing energy intensity of the Indian economy.

Bureau of Energy Efficiency (BEE), Ministry of Power, Government of India invites bids for **“Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC/ECSBC/ENS Compliant Buildings”**. Interested bidders may download the RFP document from the website www.beeindia.gov.in or eprocure.gov.in.

The submission of the RfP document must be accompanied with the payment of bid processing fee of Rs. 5000/- (Rupees five thousand only). The payment will be accepted in the form of crossed demand draft drawn on any scheduled commercial bank, payable at par in New Delhi in favour of Bureau of Energy Efficiency, New Delhi.

Last Date for Submission of Proposal: 30 days from the date of publication 05th July 2024 by 4:00 PM

Interested bidders for any queries may contact Mr. Saurabh Diddi, Director, Bureau of Energy Efficiency for any clarification.

Tel:(+91)-11-2676-

6700 Fax:(+91)-11-

2617-8352

Email: sdiddi@beeindia.gov.in cc to m.anand@beeindia.gov.in and pankaj.sharma@beeindia.gov.in

1.2 RFP Key Information

RFP title	Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC/ECSBC/ENS Compliant Buildings
Availability of RFP	On GeM Portal from 05th June 2024
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • Task 1: Scheme design for ECBC/ECSBC/ENS projects rating platform • Task 2: Web Portal Development • Task 3: Empanelment, Evaluation and Operation
Last date for receipt of Queries	Within 12 days of upload of RFP i.e., 17 th June 2024 Agencies may send their queries through email at sdiddi@beeindia.gov.in and cc to m.anand@beeindia.gov.in and pankaj.sharma@beeindia.gov.in Queries sent after 17 th June shall not be entertained
Pre-bid meeting	19th June 2024 at 3:00 PM, through VC link is provided at the end of this table and shall be made available on BEE website on 'Tender' page also
Last date of submission of bids	Within 30 days of upload of RFP by 4:00 PM 05 th July 2024 by 4:00 PM
Mode of submission of bid	Through GeM Only
Date and Time of opening of Bids	05 th July 2024 at 5:00 PM
Place, time and date of opening of financial bids	This will be informed to successful bidders after technical evaluation
Earnest Money Deposit	Rs.2,00,000/- (Rupees Two lakhs Only) in the form of DD drawn in favour of Bureau of Energy Efficiency or through NEFT/RTGS (Bank details given at Annexure-IV)
Bid Processing Fee	Rs.5,000/- (Rupees Five Thousand Only) in the form of DD drawn in favour of Bureau of Energy Efficiency or through NEFT/RTGS (Bank details given at Annexure-IV)
Frequency of Reporting	As mentioned,
Expected duration of work	Phase I- 6 months, Phase II- 2 years
Currency of Proposal	Indian Rupees (INR)
Tax on Price Proposal	Cost must be Incl. of GST (As per requirement of GeM portal)
Validity Period of Proposals	120 days from the last day of submission of proposal
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Criteria for Preliminary Examination of Proposals	<ul style="list-style-type: none"> • Latest Certificate of Registration of Business submitted • Agency should not be black-listed by any Central / State Government / Public Sector Undertaking in India • Minimum annual turnover of INR Two Crore (INR 2Cr.) or its equivalent in last three (3) years • Profitable for at least two (2) of the last three (3) years (NGOs should not be at loss)
Pre-qualification criteria	As mentioned in Section 4 of the RFP
Criteria for the evaluation of Proposal	<ul style="list-style-type: none"> • Stage 1- Minimum Pre- qualification criteria

	<ul style="list-style-type: none"> • Stage 2- Technical Evaluation (Minimum 70 marks out of 100 is required to qualify for financial evaluation) • Stage 3- Financial Evaluation
BEE will award the contract to	The contract will be awarded to the evaluated L1 bidder. Consortium, Joint venture may be allowed. Subletting, Sub-contracting and Outsourcing shall not be allowed.
Criteria for Contract Award	<input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Compliance on Technical evaluation criteria (more than 70% marks in technical evaluation) <input checked="" type="checkbox"/> Lowest financial proposal of the technically qualified bid shall be opened in the presence of committee & bidders. A least cost (Lumpsum cost)-L1 bid shall be selected for award of work.
Contact Person for Inquiries (Written inquiries via email only)	Mr. Saurabh Diddi, Director, BEE Email: sdiddi@beeindia.gov.in Cc to: m.anand@beeindia.gov.in and pankaj.sharma@beeindia.gov.in Any delay in BEE's response shall be not used as a reason for extending the deadline for submission, unless BEE determines that such an extension is necessary and communicates a new deadline to the Proposal.
Submission of Proposal to be addressed to	Secretary Bureau of Energy Efficiency 4 th Floor, Sewa Bhavan, R.K. Puram, New Delhi -110066, India Tel:(+91)-11-26766-700
Other Information	<ul style="list-style-type: none"> • Proposals are invited from the institutions/organizations. • Proposal submitted by Individuals will not be accepted.

VC link for pre-bid meeting is as follows:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGUwNTYwNmEtMmMzZi00ZDc4LTljMTMtNGY4MmRhOWQyNjhl%40thead.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22394d572d-0ef0-4509-b6f5-4e01ab159695%22%7d

- Copy-paste the link in the browser to join the VC at scheduled date and time.
- A prior confirmation, with details of participants, to the above-mentioned email, is highly appreciated.

2.0 Background Information

2.1 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 with active participation of all stakeholders. The Act empowers the Central Government and in some instances the State Governments, in consultation with BEE, to:

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

2.2 Energy Efficiency in Building Sector

Codes:

For Commercial Building – ECBC

Commercial building sector in India is expanding rapidly at over 9% per year spurred largely by the strong growth in the services sector. It has been estimated that more than 50% of building stock that will exist in the year 2030 is yet to come up in the country – a situation that is fundamentally different from developed countries. Having regard to the fact that the rate of growth in commercial building sector is amongst the highest, and that this sector needs to be moderated in its energy consumption BEE introduced the Energy Conservation Building Code (ECBC) as a voluntary policy measure in 2007 to reduce the adverse impact of buildings on the environment. ECBC defines norms of energy performance for various building components, and takes into consideration, the climatic region. The application of these norms lowers the building's energy requirement without affecting the function, comfort, health or productivity of the occupants.

BEE has launched new version of code ECBC 2017 on 19th June 2017. The newly developed code is futuristic, pragmatic and easy to implement. The new version has three levels of compliance: ECBC, ECBC+, and Super ECBC. These additions are geared to encourage public and private sectors to not only meet the basic ECBC criteria, but to exceed them as well. Long-term success of the ECBC will depend heavily on the collaborative roles various stakeholders would play towards the

development, adoption and implementation of building code. Barriers and challenges for implementation of ECBC vary in terms of technical and design aspects, market barriers, policy and enforcement issues.

For Residential Building- ENS

In 2012, residential buildings accounted for 20.4% of India's total electricity consumption and the electricity consumption in residential buildings is about 2.3 times more than that of commercial buildings. Projections shows that electricity consumption in residential buildings is expected to increase 7-fold during the period 2012-2032. The residential sector will become the largest consumer of electricity in the country with 36.5% share of the total electricity consumed in 2032.

It aims to benefit the occupants and the environment by promoting energy efficiency in design and construction of homes, apartments and townships. Part-I of the Code has been launched which prescribes minimum standards for building envelope designs with the purpose of designing energy efficient residential buildings. The code provides design flexibility to innovate and vary important envelope components such as wall type, window size, type of glazing, and external shading to windows to meet the compliance.

ECSBC

Ministry of Power, Government of India, has amended the Energy Conservation Act 2001 & its provisions in December 2022. Wherein, Energy Conservation Building Code (ECBC) has been renamed as Energy Conservation and Sustainable Building Code (ECSBC) to include sustainable building features for both Commercial & Residential building sectors.

The Bureau of Energy Efficiency is currently in the process of developing Energy Conservation and Sustainable Building Codes (ECSBC) tailored for Commercial and Residential Buildings. The draft codes are available on BEE websites for reference.

2.3 Objective of the proposal

The objective of the RFP is to hire an agency for the development of a scheme that focuses on the evaluation and certification of ECBC/ ECSBC/ ENS compliant buildings. The overarching goal is to ensure the effective implementation of ECBC/ECSBC/ENS standards. This involves the creation of a web portal to facilitate the application of the evaluation process, leading to the issuance of certificates and plaques indicating the achieved ratings. Furthermore, the project will establish processes and guidelines for the empanelment of assessors dedicated to ECBC/ECSBC/ENS compliant buildings. These empanelled assessors will be responsible for conducting compliance checks at various stages of the building process.

The web portal is to be designed to facilitate the stakeholders in following manners:

- (i) Building Owners can file their applications online.
- (ii) Easy tracking of applications filed by Building owners.
- (iii) Reports can be generated and downloaded easily.
- (iv) Minimizes paperwork.
- (v) Analysis of energy savings and generation of reports thereof.
- (vi) Issuance of ECBC/ ECSBC/ ENS Certification
- (viii) More effective communication between building owner, third party assessors and BEE.

3.0 Scope of Work

The selected agency's scope of work shall include providing technical support in formulating the comprehensive scheme for compliance evaluation and issuing of certificates for buildings compliant with ECBC/ECSBC/ENS standards. The tasks involved will cover, but are not restricted to, various aspects related to the proposal's objectives.

The project is planned to be executed in two phases. Task 1 and Task 2 comprise Phase 1, while Task 3 is designated for completion during Phase 2 of the project. The project shall be executed in two phases as outlined in the timeline section 5. The agency is expected to provide dedicated personnel to support the activities specified in the section 4.

The selected agency is required to enter into a contract agreement with the Bureau of Energy Efficiency for the entire project duration.

The broad scope of the Consultant agency shall be but not limited to the following:

3.1 Task 1: Scheme design for ECBC/ ECSBC/ ENS Project Rating Platform

- a) Consultant shall Develop a comprehensive scheme design that includes all the necessary components for the web portal for the evaluation of ECBC/ECSBC/ENS Certification of the project PAN India.
- b) **Empanelment procedure and guidelines for ECBC/ECSBC/ENS Assessors:**
 - Consultant shall design guidelines for the empanelment of ECBC/ECSBC/ENS Assessors/firms and will be approved by BEE.
 - Consultant shall clearly define eligibility criteria for assessors, including educational qualifications, professional experience, relevant certifications, and expertise in energy efficiency and building codes compliances.
 - Consultant shall also define rules and ethics that assessors must adhere to. This should include guidelines on professional ethics, Assessors fees, conflict of interest, and confidentiality.
 - Consultant shall also define the periodic review process to assess the performance of empanelled assessors.
 - Consultant shall also be responsible for the logistics involved in the assigning of the assessor to the project site for the conduction of due diligence.
 - Consultant shall also develop Capacity building of assessors in their continued professional development by providing access to relevant workshops, seminars, and resources.
- c) **Certification procedure:**
 - Consultant shall design the certification procedure for the compliance of ECBC/ECSBC/ENS certification in discussion with the BEE.
 - Consultant shall clearly define the stages of the project site due diligence for ECBC/ENS/ECSBC certification pan India.
 - Consultant shall clearly define the applicable fees for certification application in consultation with BEE
- d) **Plaque and certificate Design:**
 - Consultant shall submit the design of plaque and certificate for the ECBC and ENS compliance separately.
 - Consultant shall design minimum of four design options for the plaque, with one default option provided at no cost to the applicant. The rest design options must be chargeable as per design

and size approved by BEE. Any additional plaques and certificates will incur charges as specified by the consultant and will be borne by the applicant.

- Consultant shall be responsible for the cost as per actuals of fabrication of the plaques and certificates for the default design option only, if chosen by the applicant.
- Based on the approval of BEE, consultant shall get plaque and design fabricated as per the approved designs.

Note- The project should commence with a kickoff meeting after the acceptance of the project, and the roadmap must be submitted within one week of the kickoff meeting. The selected bidder is required to provide monthly progress reports to BEE. The selected bidder may be contacted by BEE at any time for a meeting as required.*

3.2 Task 2: Web Portal Development

a) Web portal concept and design:

- Consultant shall finalize the web portal design that includes all the necessary components for the web portal in discussion with BEE.
- Define the database structure and data flow within the system in line with the empanelment and certification procedure.
- Consultant shall develop the web portal for the application request for ECBC/ ECSBC/ ENS compliance certifications within the 3 months' time after the acceptance of the LoA.

Web portal development and shall ensure the followings:

- Web portal must be user-friendly and intuitive interfaces for different user roles (administrators, assessors, building owners, consultants etc.)
- Consultant shall ensure to establish payment system through payment gateway for payment of registration fees. Applicable fee structure shall be designed in the scheme report with the approval of BEE and shall calculate automatically at the time of registration done by user.
- OTP generation for authenticating the login process and SMS facility to send status of the application to the user at various stages of the approval process.
- Consultant shall Ensure data privacy and security measures are in place.
- The web portal will be developed in bilingual language. There should be an option for selecting language. This should be done in such a way that there is no need of any additional software to support Hindi language. Software must support Unicode format
- Consultant shall establish a plan for ongoing maintenance and support, including bug fixes, updates, and user support.
- Consultant shall provide training materials and online sessions for users to understand the functionality of the web portal after its successful creation- {4 nos. of online session}.
- Consultant shall also create comprehensive documentation for system administrators and users.
- Complaint/Grievance Management System: Development of grievance management system where people can register their e-complaint, online disposal of grievances, status of the complaint to the complainant via mail etc.
- The web portal must be security audited from 3rd party security audit agencies, empanelled by Department of Information Technology, Government of India. It is bidder's responsibility to get the security audit done of the software before Go-live.
- Any change BEE may ask to the selected bidder during contract period /completion of project whichever is later including maintenance period of the application software.
- Bidder shall carry out any task as in and when required other than as mentioned above, stated and with the approval by BEE.

Note:

- To be designed on DOTNET/SQL platform only.
- The Software should be compatible to NIC Cloud Server.
- It should be STQC Certified.
- Agency should be responsible for uploading and running the software at NIC cloud after Vulnerability assessment.
- All the other necessary prerequisites/certificates which are not mentioned here, but are vital for the developing/hosting/operation for the website, has to be procured by the agency. The BEE will not provide any extra cost for such items.

3.3 Task 3: Empanelment, Evaluation and Operation (Continued activity)**a) Empanelment of the ECBC/ECSBC/ENS Assessor:**

- Consultant shall design advertisement which will be released by BEE to receive applications for empanelment process PAN India.
- Based on approved eligibility guidelines, consultant shall scrutinize applications and submit report to BEE for empanelment approval.
- Notify successful assessors about their empanelment status and provide certificates. Provide them with the necessary documentation and guidelines for carrying out assessments.
- Implement a periodic review process to assess the performance of empanelled assessors.
- Renew empanelment based on the review process approved by the BEE. Review process shall consider continued adherence to standards, successful completion of mandatory training updates, and satisfactory performance.
- Maintain database of all the ECBC/ENS Assessors/ Experts PAN India.

b) Technical Evaluation assistance

- Consultant shall support in appointing the assessor after the receiving of the application with in the decided timeframe, upon request of the user's application. User may also self-appoint their empanelled assessor from the list of the assessors as per their convenience
- Consultant shall coordinate with the appointed Assessor for review of the compliance report submitted by owner/Applicant for ECBC/ECSBC/ENS certification PAN India.
- Assessor shall be responsible for review of related documents and inform/reply to shortcoming/queries of buildings project applied for the certification.
- Assessor is required to conduct site due diligence visits to building projects twice: first during the construction phase and second after completion or as per the defined guidelines, before the issuance of the Occupancy Certificate, with approval from BEE. During these visits, the assessor must capture high-definition photographs with date and time stamps for the evaluation of the compliance report.
- The consultant is responsible for coordinating with the assessor to ensure timely execution of the site due diligence and submission of the due diligence report.
- The consultant will randomly assess the due diligence process to evaluate the assessor's performance.
- After evaluation, consultant shall coordinate with the assessor for the approval status and the result shall be uploaded on the website within a decided timeframe.

c) Web portal Operation and monitoring**i. Data Management:**

- Consultant shall manage and maintain the database of the applications received for the certifications. Consultant shall identify anomalies, and maintain data accuracy.
- Consultant shall regularly review and update data management processes based on feedback, technological advancements, and changes in standards or regulations

ii. Operation and maintenance of the web portal:

- Manage and monitor the function of the web portal during its operational phase till the expiration of the contract.
- Consultant should establish the feedback mechanism for applicants to provide input on the any challenges/issues faced by them.

iii. Plaque and certificate dispatch:

- After the approval of the desired compliance, Consultant shall fabricate the plaque upon request submitted by the applicant
- Consultant shall also be responsible for its dispatch PAN India as per the applicant request and adhering to the applicant's specified details provided during the application process.
- Consultant shall be maintaining the records of all the dispatched items.
- Consultant shall provide full support, until receipt.
- Consultant shall bear the costs associated with dispatching the items.

4.0 Qualification Criteria

4.1 Pre-qualification Criteria

General Eligibility Criteria

- a) Should be a firm/company registered/incorporated in India (Copy of the certificate to be submitted)
- b) The proposal can be submitted as a sole agency or in consortium with other agency/ organization. In case of consortium bidding, the consortium bidder shall self-declare the prime bidder among themselves. Suitable declaration shall be produced along with the technical bid document.

Conditions for Consortium / Joint Venture-

The agencies/firms/consultant may have the option to submit the proposal with other consortium partners with the following conditions:

- (i) One consortium partner can't associate with different lead partners. Also, no consortium partner can bid separately as lead partner for same project.
 - (ii) The bidder can't change the consortium partner during the course of the project.
 - (iii) In case of consortium, the lead partner must submit the letter of association (agreement). Non-submission of agreement documents of the consortium partners will lead to disqualification. In case of any such discrepancy found, bid for the both consortium and firm will be rejected.
 - (iv) The consortium partner 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.
 - (v) The consortium partner should not have been black-listed by any Central / State Government or Public-Sector Undertakings.
 - (vi) Selected Agency/Consultant cannot outsource their work to any third party at any point of time.
 - (vii) If at any stage of qualifying process or during the course 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 agency/consultant. BEE shall only deal with the lead member for all the purposes.
- c) The bidding firm or the prime partner (in the case of consortium) should have a minimum annual turnover of INR 2 Crores in the last three (3) years i.e. FY 2021-22, 2022-23 and 2023-24.
 - d) The bidding firm or the prime partner (in the case of consortium) should have been profitable for at least two (2) of the last three (3) years i.e. FY 2021-22, 2022-23 and 2023-24.
 - e) The bidding firm or the prime partner (in the case of consortium) should have at least 25 nos. of technically qualified manpower in the relevant field of building science/ green building certification management/ ECBC compliance/ software development & Deployment/ etc.
 - f) Bidder, or of each of the partners (in the case of consortium / joint venture) should not be black-listed by any Central / State Government / Public Sector Undertaking in India. Notarized/Self Attested copy of valid certificate of registration of service tax of the bidder, or of each of the partners (in the case of consortium / joint venture), is to be submitted along with the Technical Bid.
 - g) Bidder, or of each of the partners (in the case of consortium / joint venture) should not be involved in any major litigation that may have an impact affecting or compromising the delivery of services as required under this contract.
 - h) The Team Leader shall be responsible for overall coordination of the program and monthly report to BEE. The agency should either be stationed in Delhi NCR or have one of the agency's regional offices located in Delhi NCR.

- i) The Prime bidder must replace experts who are found unsuitable for the assignment with the approval of BEE.
 - j) The bidder during the operational phase of the web portal should deploy one of the resource manpower (as per the criteria mentioned in section 4.2) at BEE Office.
 - k) The bidder should at all time of the assignment possess the copy-rights / licenses of the documents, picture, technical papers, standards used etc. in the assignment.
 - l) Any data/software to be sourced from third parties, required for purchase shall be borne by the consultant on its own expense.
- m) The bidder or of each of the partners (in the case of consortium / joint venture) should have ECBC/ENS Compliance/Green building certification related experience as follows:**
- (i) At least 10 (ten) years of national or international experience in green buildings certifications, buildings energy audit and commissioning, energy efficiency policies and programs in the building sector; energy monitoring of energy-efficiency buildings or related fields; ECBC/green building initiatives/net zero building/sustainable building development etc.
 - (ii) Minimum 25 employees having an experience in the field of green buildings certification/ energy efficiency in buildings. And shall have at least 5 Green Building certified accredited professional (IGBC AP, GRIHA CP, Evaluator, LEED AP) /Buildings auditing etc.
 - (iii) Must have experience working collaboratively and successfully delivering a minimum of 15 projects focused on Green Building certification/ ECBC Compliance.
 - (iv) Shall have at least 2 BEE certified Energy Auditors/managers and 1 ECBC Master trainer.
 - (v) Shall have provided technical expertise in building science, design and construction, thermal engineering, energy efficiency and energy performance modelling in buildings for at least 5 such projects.
- n) The bidder, or any of the partners (in the case of consortium / joint venture) should have IT related experience:**
- (i) The bidder should have experience in successfully completion of web portal Application Development / Deployment in a leading organization preferable in Government sector during the last 5 years.
 - (ii) The bidder shall be successfully completed minimum 5 projects worth more than 50 lakhs of web portal Application Development / Deployment during the last 5 years.
 - (iii) An undertaking (self-certificate) that the agency has resources having domain knowledge in Web Development /Governance applications. Agency need to have a documentary proof of Guidelines for Indian Government Websites (GIGW) Compliance expertise.
 - (iv) The Agency should hold a valid CMMI Level 5 certificate or above certification from CMMI Institute partners only as on date of bid submission. (CMMI Partner name should be available in partner list at CMMI Institute's website.
 - (v) The prime bidder has to ensure that the CMMI certificate should remain valid for two years from the date of uploading of the RfP on GeM portal. if the validity expires within project duration, the same shall be renewed without any delay, or else contract may be terminated.
 - (vi) The Agency should hold a valid ISO 9001:2008 or higher (For Quality Management System) or ISO 27001:2022 or higher (Information security Management System).

4.2 Team Structure and Qualifying criteria for personnel

Team Structure and Qualifying criteria for personnel who will be working on the said project

Table 1: Team structure and Qualifying criteria for personnel

Work Profile	Educational Qualification	Nos. of resources	Years of Experience
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Team Leader	<ul style="list-style-type: none"> • Master's Degree (M. Tech./ MBA/ PGDM/ M. Arch./ M. Urban/ Planning) or similar area. • Shall have at least 10 years of experience in leading project management units in Centre/ State/ Public Sector Units or in any bilateral/ multilateral. • Shall have completed at least 5 projects related to Building Energy Efficiency/ Sustainability/ Green Building Certifications/ Net Zero Carbon Buildings design and compliance etc. • Shall preferably have national/ international experience in buildings code compliances. 	1	Minimum 25 Yrs.
Senior Team Member	<ul style="list-style-type: none"> • Bachelor's degree in Architecture/ Electrical/ Mechanical/ Civil Engineering from a recognized University or Institute. • Postgraduate or Master's degree in Engineering/ Architecture/ Energy Management / Sustainable Architecture/ Building Science will have an added advantage. • Should have sectoral experience in Energy efficiency in buildings / technical evaluation of Energy Saving / Compliance with Energy Efficiency building codes & standards/ECBC / Building Energy Simulation software / Green Building Ratings (LEED, IGBC, GRIHA, etc.) • BEE Certified Energy Auditor/ Manager/ ECBC Master Trainers/ CMVP/ IGBC/LEED/GRIHA certified professionals will be preferred. • Minimum 10 projects completed in evaluating and compliance for green building certification/ compliance for Energy Efficiency building codes & standards/ECBC. 	2	Minimum 10 Yrs.
Associate Team Member (Engineers/ Architect)	<ul style="list-style-type: none"> • Bachelor's degree in Architecture/ Electrical/ Mechanical/ Civil Engineering from a recognized University or Institute. • Having at least 8 years of sectoral experience in Energy efficiency in buildings/ technical evaluation of Energy Saving / Compliance with Energy Efficiency building codes & standards / Building Energy Simulation software / ECBC Compliance / Green Building Ratings (LEED, IGBC, GRIHA, etc.) • BEE Certified Energy Auditor/ Manager/ ECBC Master Trainers/ CMVP/IGBC/LEED/GRIHA certified professionals will be preferred. • Minimum 5 projects completed in evaluating green building certification/ compliance for Energy Efficiency building codes & standards/ ECBC/ Building Audit. 	6	Minimum 8 Yrs.
Lead IT Expert	<ul style="list-style-type: none"> • Education: Full time, regular B.E./ B.Tech. in Computer Science/ IT/ Electronics Engineering or MCA/M.E./M. Tech. (Computer Science/IT/Electronics) • General professional experience: 15 years • Specific professional experience: 8 projects (Development of similar projects) • Development Cooperation (DC) / Government project experience: At least 5 projects 	1	Minimum 15 Yrs.

IT Expert	<ul style="list-style-type: none"> Education: Full time, regular B.E/ B.Tech. in Computer Science/ IT/ Electronics Engineering or MCA/M.E./ M. Tech. (Computer Science/IT/Electronics) General professional experience: 8 years Specific professional experience: 5 projects (Development of similar projects) Development Cooperation (DC) / Government project experience: At least 2 projects 	1	Minimum 8 Yrs.
Help Desk Support	<ul style="list-style-type: none"> Education: Graduate in any stream General professional experience: 5 years Languages: Fluency in speaking and writing English and Hindi languages 	2	Minimum 5 Yrs.

4.3 Preliminary Scrutiny

- Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required process fee & Bid security/EMD Declaration form (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.
- A Technical Proposal including all Forms with relevant supporting documents should be in proper sequence and technical bid must be in form of properly binding proposal. Any kinds of unprofessional technical proposal in form of loose papers, stapled bunch of papers etc. will be prima facie rejected. Proper referencing of supporting documents against the relevant criteria must be mentioned.
- The rectifiable discrepancies in the Technical Proposal, if any would have to be corrected by the Bidder within a period of seven (7) days of the intimation given to them during the preliminary scrutiny of proposals.
- Proposals not conforming to above listed preliminary requirements will be prima facie rejected.

4.4 Evaluation of Proposals

Stage 1: Minimum Pre-qualification Criteria

- Compliance with the pre-qualification criteria given in **Section 4.1** will be evaluated first.
- The technical bids of those bidders who do not fulfil the pre-qualification criteria will not be evaluated and will be disqualified.

Stage 2: Technical Evaluation

- The technical bids of those bidders who fulfils the pre-qualification criteria will be evaluated in accordance with the technical evaluation criteria given below:
- Minimum marks for technical qualification are 70 out of 100 maximum marks. Those securing less than 70 will be disqualified and are not eligible to participate in the next stage of the tender evaluation process. The bidder who qualified stage 2 successfully will be considered for Stage 3 i.e. financial evaluation.

Table 2: Technical evaluation criteria

Sl. No.	Criteria		Max. Marks
1	Annual Turnover (Average of FY 2021-22, 2022-23 and 2023-24)	2-5 Crore: 3 Marks	10
		5-10 Crore: 5 Marks	
		Above 10 Crore: 10 Marks	

2	Experience in Energy auditing of Buildings for last five years (Minimum 5 Projects)	1 Marks for each project, maximum to 10 marks	10
3	Experience of executing at least one Project management consulting assignments in green building compliance certification/ Energy Efficiency & Conservation aspects with team members deployed for the project on continuous basis (Minimum 5 project)	1 Mark for each project subject to maximum of 10 Marks	10
4	Experience in web development/ software design (Minimum 3 project)	1 Mark for each project subject to maximum of 10 Marks	10
5	Relevant Experience of team leader	As per Table- 1	10
6	Average of Relevant experience of Senior team member	As per Table- 1	10
7	Average of Relevant experience of Associate team member	As per Table- 1	10
8	Average of Relevant experience of IT team members	As per Table- 1	10
9	Understanding/ Approach and Methodology and innovation		20
Total Maximum Marks			100

Stage 3: Financial Evaluation

The financial proposals of the technically qualified bidders (in stage 2) will be opened by the evaluation committee at BEE and in presence of technically qualified bidders.

The financial bids would be evaluated as under:

- The financial proposal submitted should specify the Development and Annual Maintenance cost (Excl. Taxes). Evaluation will be done based on the total cost adding both development and Annual Maintenance cost quoted by the bidder.
- **While mentioning the cost on GeM it may be asked to provide monthly cost or cost per mandays. The evaluation of the cost shall be done on the final lumpsum cost irrespective of the bifurcation of the cost on monthly basis or mandays basis. Hence agencies are requested to be careful that total final lumpsum cost mentioned at GeM must be same as mentioned in the financial proposal.**
- Unconditional discounts, if offered, would be considered for evaluation.
- Conditional discounts, if offered, will be ignored.
- Non-conformities, if any, between figures and words in the quoted prices would be considered as under:
 - If there is an error in the total corresponding to the addition or subtraction or subtotals, the subtotals shall prevail, and the total shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words, is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.
- The work will be awarded only to the lowest (L1) bidder after financial bid evaluation based on quoted cost.

5.0 Duration for the assignment

5.1 Project Duration

Project Duration will be 2 years 6 months from the date of Award of Contract (first 6 months for Phase 1 and 2 years for Phase 2).

Table 3 Timelines (from the date of award of LoA) of Project

Sl. No.	Activity	Timelines	Deliverables
1	Phase 1	6 months	
	Scheme design for ECBC/ECSBC/ENS Project Rating Platform		
Task 1	(i) Development of a comprehensive scheme design for the evaluation of ECBC/ECSBC/ENS Certification.	3 months	Submission of Inception Report (within 15 days of issuing LoA) Monthly meeting with BEE or as calls upon by the BEE and submission of report on the meeting discussion points. Submission of report Final report after approval of BEE.
	(ii) Empanelment procedure and guidelines for ECBC/ENS Assessors		Submission of report on design and finalised the procedure including eligibility, scrutiny criteria, ethics protocols, assessor's roles and responsibilities, grievances protocols, fee structure. Any other related documents related to it.
	(iii) Certification procedure		Submission of report highlighting certification process for building projects in line with the online request by the owner/users PAN India.
	(iv) Plaque and certificate Design		Submission of report highlighting the details on fabrication standards and design of Plaques and certificates including additional plaques & certificates. And protocols of dispatching structure and timeline of issuance of certificates, maintaining data base protocols.
Task 2	Web Portal Development	3 months	Submission of report on the design & architecture of the web portal Submission of quality report on the trial run of the web portal Submission of Web portal user manual and training material. Submission of Web portal administrative manual Submission of proceeding report on workshop sessions
<i>Note*- The Phase 1 is extendable on no cost extension, only in case of non-submission of deliverables as per timeline with subject to penalties as specified in the clause 7.2.</i>			
2	Phase 2	2 years	
	Empanelment, Evaluation and Operation (Continued activity)		
Task 3	(i) Empanelment of the Assessor	2 years	Submission of the timeline for the conduction of empanelment in discussion with BEE including eligibility guidelines, Work plan, timeline and fee's structure document. Submission of proceeding report on the process of the empanelment conducted.

			Submission of evaluation report of the entries or application received for the empanelment of the Assessors. Submission of the list of assessors empanelled assessors after scrutiny.
	(ii) Technical Evaluation Assistance		Submission of report on data base of monthly application received, its status of the compliance, compliance due diligence report, data base of certification approved and allotted. Submission of report of the building compliance approved by the assessor.
	(iii) Web portal Operation and monitoring		Submission of periodic/monthly audit report of the web portal.

Note- The phase 2 of the project's duration may be extended (with 10% increase in the quoted cost for the phase 2) by an additional 2 years contingent upon the agency's satisfactory performance. Penalty is applicable as specified in the clause 7.2.*

6.0 Instructions to the Bidders

6.1 Procedure for Submission of the Proposal

- a) It is mandatory to submit the proposal through GeM only. The complete proposal/bid should submit on or before 4.00 PM on last date of receipt of proposal. Other mode of submission shall not be accepted. All documents related to proposal must be uploaded in GeM portal.
- b) The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- c) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures overwriting shall be valid only if they are initiated by the authorized person signing the Proposal.
- d) The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s). The letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.

6.2 Cost of Proposal

Agency shall bear all costs associated with the preparation and submission of its Proposal, including cost of presentation for the purposes of clarification of the Proposal, 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 tendering process.

6.3 Earnest Money Deposit/Bid Security Declaration

An amount ₹2 Lakh need to be submitted by the bidder as EMD. As per General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of EMD. Further, in lieu of Bid Security, Ministries/ Departments may ask bidders to sign "Bid Security Declaration" (as given in Form 10 of this RfP) 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. The scan copy of demand draft of EMD shall be uploaded with RFP on GeM Portal. The demand draft drawn on any nationalized/ scheduled bank payable at New Delhi, in favour of —Bureau of Energy Efficiency, New Delhi.

Note: The DDs must be received in BEE on the last date of submission of Bid i.e., 05th July 2024 till 04:00 PM.

The EMD may be submitted through NEFT/RTGS, details for online payment are provided as **Annexure-IV**.

6.4 Review of Performance and Performance Security

For regular monitoring performance, the selected Agency/ Consultancy shall keep the BEE updated regularly. If there will be a delay in submission of this report for more than 2 weeks, then a show cause notice may be issued to the organization.

Performance security @5% of the contract value shall be deposited by the successful bidder by the way of Demand Draft drawn in favour of Bureau of Energy Efficiency, payable at New Delhi. Performance security shall remain valid for a period of sixty days (60 days) beyond the date of the completion of all contractual obligation of the successful bidder.

6.5 Contents of the Proposal

Bidding agency is expected to examine all instructions, forms, terms & conditions and Statement of

Work in the Proposal. Failure to furnish all information required or submission of a Proposal not substantially responsive to the Proposal in every respect will be at risk and may result in the rejection of the application.

6.6 Conflict of Interest

Bidding agency should not have any conflict of interest with the work that is needed to be undertaken.

6.7 Language of Proposal

The Proposals prepared by the agency and all correspondence and documents relating to the proposal exchanged by the agency and BEE, shall be written in the English language, provided that any printed literature furnished agency 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 Proposal, the English translation shall govern.

6.8 Confidentiality

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.

6.9 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.

6.10 Authorized Signatory for Agency

The "Agency as used in the Proposal shall mean the one who has signed the Bid document forms. The authorized signatory 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 agency shall be annexed to the Proposal. BEE may reject outright any Proposal not supported by adequate proof of the signatory's authority.

6.11 Queries on the RFP

Agency requiring any clarification on this document may send a query in writing at the BEE's contact address indicated in Para 1.2 of this document. BEE's response (including an explanation of the query but without identifying the source of inquiry) to all the queries, received not later than the dates prescribed by the BEE in Para 1.2 of this document, will be made available on the website and sent to all consultants who have given their contact details. BEE may also hold a pre-bid meeting if needed to give clarifications and invitation of the same will be sent to the consultants who have given their contact details.

6.12 Amendment of RFP

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

6.13 Bid Processing Fees

All Proposals must be accompanied by a bid processing fee of INR 5,000/- (INR Five Thousand only) in the form of a crossed demand draft drawn on any nationalized/ scheduled bank payable at par in New Delhi, in favour of -Bureau of Energy Efficiency, New Delhi. The Demand draft shall be posted at BEE office. The scan copy of demand draft shall be uploaded with RFP on Gem Portal. The RfP document can be downloaded from the websites – www.beeindia.gov.in , eprocure.gov.in.

Note: The DDs must be received in BEE on the last date of submission of Bid i.e., 05th July 2024 till 04:00 PM. If the DDs are not received within stipulated time, the bid shall be rejected on GeM even it is submitted before the last date of submission.

The EMD may be submitted through NEFT/RTGS, details for online payment are provided as **Annexure-IV**.

6.14 Integrity Pact

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.

An Integrity Pact on plain paper as per the format at Form 11 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 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.

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.

The Bidder shall also furnish an undertaking on its letter-head as per the format attached in Form 12 duly signed and sealed by the authorized signatory of the Bidder and submitted as a part of the 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.

6.15 Documents Comprising the Proposal

The Proposal prepared by the bidder shall comprise of the following components:

- Form 1 : Letter Proforma
- Form 2 : Minimum Eligibility
- Form 3 : Prior Experience
- Form 4 : List of Projects implemented by the bidder organization
- Form 5 : Approach and methodology for assignment
- Form 6 : CVs of proposed team
- Form 7 : Declaration Letter of not black listed
- Form 8 : Proposed Work plan (with timelines)
- Form 9 : Comments and Suggestions
- Annexure-I : Bid Security/EMD Declaration Form
- Annexure-II : Format for Integrity Pact
- Annexure-III : Format for undertaking of Integrity Pact
- Registered Power of Attorney executed by the bidder in favour of the Principal Officer or the duly

Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Proposal.

BEE shall not be responsible for non-receipt/non-delivery of the Proposal due to any reason whatsoever. Bidders are advised to study the Proposal carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Proposal with full understanding of its implications.

6.16 Travel

For the purpose of bid price estimation, the bidder is required to calculate the lump- sum travel expenses by the specified team and the experts proposed. This lump-sum should include all travel, boarding and lodging, per diem for team members included in your financial proposal.

6.17 Workshops, Meetings, Training

For all workshops/ consultations, agency shall

- (i) Provide all technical support such as develop agenda content and related communication materials. Printing of the same if required.
- (ii) Provide overall event support (delegate invites, follow up, social media content etc) if required.
- (iii) Virtual event platforms e.g. Webex, gotowebinar etc. are to be hired by the agency. Publishing on social media like youtube/ facebook can be done but with permission of BEE.
- (iv) The agency shall bear the logistics for any Physical Event (meetings, workshops, etc)
- (v) Record, edit and minute all events/ meetings. Database of invited and attended stakeholders (complete contact details) shall be done by agency and provided to BEE in excel sheet.

6.18 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 Payment Terms

7.1 Payment Schedule

The terms of payment are tentative, final terms of payment will be provided on award of work:

Sl. No.	Task	Payment Percentage
1	Phase 1: (Task 1 & 2) 6 months	
(i)	Completion & Acceptance of Task 1 (3 months)	50% of total quoted cost for Phase-1
(ii)	Completion & Acceptance of Task 2 (3 months)	50% of total quoted cost for Phase-1
2	Phase 2: (Task 3) 2 years	
(i)	Acceptance of quarterly progress report for 1 st & 2 nd quarter as per section 3 (SoW)	25% of total quoted cost for Phase 2
(ii)	Acceptance of quarterly progress report for 3 rd & 4 th quarter as per section 3 (SoW)	25% of total quoted cost for Phase 2
(iii)	Acceptance of quarterly progress report for 5 th & 6 th quarter as per section 3 (SoW)	25% of total quoted cost for Phase 2
(iv)	Acceptance of quarterly progress report for 7 th & 8 th quarter as per section 3 (SoW)	25% of total quoted cost for Phase 2

7.2 Penalty Clause

A penalty of 1% per week or part of the week, subjected to a maximum of 10% of the total value of Phase 1 or Phase 2, will be imposed for delay in submission of deliverables after the stipulated time frame from the date of issue of work order.

7.3 Award of Contract

The work will be awarded only to the lowest (L1) bidder after financial bid evaluation based on quoted cost. BEE shall issue a Work Order to the selected Bidder. The Bidder will sign the contract after fulfilling all the formalities / preconditions within 15 days of issuance of the letter of intent. The Bidder is expected to commence the Assignment / job on the date within 7 days after signing of the contract.

In case of non- acceptance of BEE's work order by L1, Second Lowest quote with reference to L1 bidder will be given opportunity to match the financial quote of L1 bidder and if agreed, will be selected as bidder L2.

The similar would be followed till L3 if not accepted by L2.

In case of non-acceptance by L1, L2 & L3, the tender would be cancelled.

8.0 Forms for the Technical Proposal

Form 1: Letter Pro-forma

To,

Secretary,
Bureau of Energy Efficiency
4th Floor, Sewa Bhavan,
R.K. Puram Sector-I,
New Delhi -110066

Sub: Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC/ ECSBC/ ENS Compliant Buildings

Sir,

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

Correspondence Details

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

We have enclosed the following:

- Form 2: Minimum Eligibility
- Form 3: Prior Experience (Project completion certificates conforming the experience to be attached as relevant and work-orders)
- Form 4: List of Projects implemented by the bidder organization
- Form 5: Approach and methodology for assignment
- Form 6: CVs of proposed team
- Form 7: Declaration Letter
- Form 8: Proposed Work plan (with timelines)
- Form 9: Comments and Suggestions
- Form 10: Bid Security/EMD Declaration Form. {The scan copy of demand draft shall be submitted on Gem Portal and hardcopy posted at BEE Office.}
- Bid processing fee of Rs. 5000/- (Rupees five thousand) only. {The scan copy of demand draft shall be submitted on Gem Portal and hardcopy posted at BEE Office.}
- 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.

We understand that any document/Information submitted by us, if established to be misleading by BEE, may lead to rejection of bid/contract at any stage of the project.

Thanking you,

Yours faithfully,

(Signature of the Authorized Person)

Name :
Designation :
Seal :
Date :
Place :
Business Address :

Form 2: Minimum Eligibility

[Agency should not include the figures of the subcontractors for Form-2]

1	Name of Agency			
2	Year of Registration/Incorporation in India*			
3	Number of Employees in India as on March 31, 2023			
		FY 2021-22	FY 2022-23	FY 2023-24
4	Net Worth (INR Crore) **			
5	Annual Turnover (INR Crore) **			
6	Annual Profits (INR Crore) **			
7	Empanelled NICSI Vendor (If yes, provide details & proof)			
8	Bid Processing fee and EMD			
9	CMMI 5 Level certificate or above (If yes, specify level of certification)			
10	ISO 27001 certificate (If yes, provide details & proof)			

* Enclose a copy of Registration document (including registration certificate)

**Enclose a copy of Audited Financial Statement

Witness:
Signature
Name
Address
Date

Agency/Firm:
Signature
Name
Designation
Company
Date

Form 3: Prior Experience

[Using the format below, provide information on each assignment for which your organization, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this assignment. Agency should give information on the similar areas of design as indicated.

A. Prior Experience in projects

Name of project:	
Objectives of the Project:	
Nature of project:	
Description of project:	
Financial Component	
Technical Component	
Country:	
Location within country:	
Duration of the project:	
Name of Employer along with contact details	
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.	
Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

Witness:
Signature
Name
Address
Date

Agency/Firm:
Signature
Name
Designation
Company
Date

(Project completion certificates conforming the experience to be attached as relevant and work-orders)

Form 4: List of Projects implemented by the bidder organization

Type of Projects	List of Projects
	1.
	2.

Details of all above mentioned these projects shall be shown in Form 3 (Prior experience), otherwise those projects will not be considered for evaluation. BEE has complete right to ask for relevant documents such as work order/completion certificate for these projects. Non availability or submission of misleading documents may lead to rejection of bid/contract at any stage of the project.

Form 5: Approach for Assignment

[Explain your understanding of the objectives of the assignment/job, approach to the assignment/job, detailed execution plan for the assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

Form 6: CVs of Proposed Team

[Provide CVs of the proposed team for undertaking the current assignment, especially of the Proposed Head of the Agency. The CVs to be included in the following format:

1.	Name of the Professional:	
2.	Current Organization:	
3.	Designation:	
4.	Official Address for Communication	
5.	Total Years of Experience	
6.	Total Years of Experience in Project Management	
7.	Experience in Building Design or Code Compliance (ASHRAE 90.1/ECBC) or green buildings certifications	
8.	Relevant Professional Certification	
9.	Relevant Skill Sets	
10.	Email address:	
11.	Mobile number:	
12.	Academic Qualifications: Degree/Certificate/Diploma awarded: Institution: Duration:	
13.	Experience (reverse chronological) Designation: Organization: Duration: Key Responsibilities:	
14.	Details of relevant Task Assigned:	
15.	Undertaking: I hereby declare that the above information is true to the best of my knowledge. I shall be available to provide the required services for the complete duration of the contract as set out in technical proposal.	

Date:

(Signature)

Form 7: Declaration Letter

Declaration Letter on official letter head stating the following:

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

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

Witness:
Signature
Name
Address
Date

Agency/Firm:
Signature
Name
Designation
Company
Date

Form 8: Proposed Work plan (with timelines)

[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 problems 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]

Maximum 4 pages

Witness:
Signature
Name
Address
Date

Agency/Firm:
Signature
Name
Designation
Company
Date

Form 9: 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. 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

Agency/Firm:
Signature
Name
Designation
Company
Date

9.0 Form for the Financial Proposal

Form A: Financial Proposal

To,

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

Sub: - Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC/ECSBC/ENS Compliant Buildings.

Sir,

- i. In response to the above-mentioned subject, hereunder is our financial cost for the project:
- ii. I/we _____ Consultant services firm herewith enclose Financial Offer of Rs. _____ (in words) for selection of my/our firm as consultant. The break-up of the above cost is given as below.

Table 4 Financial Proposal

S. No.	Cost Parameters	Total Cost (INR)
1	Phase 1:	
Task 1:	Scheme design for ECBC/ ECSBC/ ENS Project Rating Platform	
Task 2:	Web Portal Development	
	Total of Phase -1	
2	Phase 2:	
Task 3:	Empanelment, Evaluation and Operation (Continued activity)	
(i)	Cost of task-3 (a): Empanelment of the Assessor	
	Cost of task-3 (b): Technical evaluation assistance	
(ii)	Cost of task-3 I: Web portal operation and maintenance	
(iii)	Cost of a manpower deployed at BEE Office <i>Note*-The bidder during the operational phase of the web portal should deploy one of the resource manpower (as per the criteria mentioned in section 4.2) at BEE Office.</i>	
	Total of Phase -2	
	Grand Total Phase 1 + Phase 2	

Please provide per man-day Lump-sum cost of team structure as per the section 4.2 in below table:

{Note: This estimation is solely for future reference and the above financial proposal shall be inclusive of the man-days cost.}

Table 5 Man-days breakup

Sr.no.	Per man-day cost of team structure provided in the section 4.2	no. of resources	Per day Charges	No. of working days	Total Cost (INR)
1	Team Leader	1			
2	Senior Team Member	2			
3	Associate Team Member	6			
4	Lead IT Expert	1			
5	Associate IT Expert	1			
6	Help Desk Support	2			
	<i>Note*-The bidder during the operational phase of the web portal should deploy one of the resource manpower (as per the criteria mentioned in section 4.2) at BEE Office.</i>				

- iii. Above mentioned cost includes all logistics and no other extra charges are applicable except service tax, which may be quoted extra as applicable by Government of India.
- iv. 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

(Seal and Signature of the Officer)

Name :
Designation :
Date :
Place :
Business Address:

Annexure-I: Bid Security/EMD Declaration Form

To,
Secretary,
Bureau of Energy Efficiency
4th Floor, Sewa Bhawan,
R.K. Puram Sector-I,
New Delhi -110066

Sub: — Hiring of an Agency to Develop a Scheme for Empanelment and Certification of ECBC/ECSBC/ENS Compliant Buildings

Sir

The undersigned agency declares that if we withdraw or modify the Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Thanking you,

Yours faithfully
(Signature of the Officer)

Name :
Designation :
n : Seal :
Date :
Place :
Business Address:

Annexure-II:Format for Integrity Pact

Integrity Pact
(Refer clause)¹

(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 4th 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

¹ Insert relevant clause of the RFP where reference to Integrity Pact is coming

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/
- (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.

- (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:-

²

(For & On behalf of the (Principal)

(For & On behalf of Bidder/
Contractor/Consultant/ Vendor)²

(Office Seal)

(Seal/ Stamp)

Place _____

Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

_____ ² In case the Bidder/ Contractor/ Consultant/ Vendor is a Joint Venture/ Partnership/ Consortium, then this Pact shall be signed by all members/ partners.

Annexure-III: Undertaking for Integrity Pact

FORM OF UNDERTAKING

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

To
Secretary
Bureau of Energy Efficiency (BEE),
4th Floor, Sewa Bhawan,
R.K. Puram, New Delhi – 110066

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

Dear Sir,

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

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

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

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

{I/ We further certify that I am competent and authorized to give this undertaking on behalf of

_____ *(name of the Bidder). The duly signed Integrity Pact is enclosed with my/ or Bid.}*³

Yours faithfully,
(Signature of the Authorized Signatory of the Bidder/ Lead Members)
Seal/ Stamp of Bidder

³ 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

Annexure-IV: Bank details for NEFT/RTGS payment

Bank Details

Name of the Beneficiary : Bureau of Energy Efficiency
Bank A/c No. : 89830100010654
Name of the Bank : Bank of Baroda
Branch Address : Bhikaji Cama Place, New Delhi-110066
E Mail ID : divaccounts@beeindia.gov.in
A/c Type : Saving
Branch Code : 6020
IFSC Code : BARB0VJBCPL
Swift Code : BARBINBBNND
MICR Code : 110012308

PAN No. of BEE : AAAAE0631J

	बी सी प्लेस, दिल्ली B C PLACE, DELHI RTGS / NEFT IFSC CODE: BARB0VJBCPL	वारी वी वई राईस से तीन माह के लिए वैध/ VALID FOR THREE MONTHS FROM THE DATE OF ISSUE	CBS	<input type="text"/>
		सेविंग खाता /SAVINGS ACCOUNT	D	<input type="text"/>
			D	<input type="text"/>
			M	<input type="text"/>
			M	<input type="text"/>
			Y	<input type="text"/>
			Y	<input type="text"/>
			Y	<input type="text"/>
			Y	<input type="text"/>
Pay	Or Bearer			
Rupees रुपये	या धारक को			
	अदा करें	₹	<input type="text"/>	
खा. नं. A/c No.	89830100010654	FOR BUREAU OF ENERGY EFFICIENCY		
5B/2012/SE	भारत की सभी शाखाओं में समान्यवर देय Payable at par at all branches in India	Please sign above		
⑈00000⑈ 110012308⑈ 010654⑈ 3⑈				

~~~~~ End of the RfP Document ~~~~~