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# Request for Proposal

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## Proforma development and Baseline Energy & GHG Emission Data Collection for Zinc Sector under CCTS Scheme



**Last date of submission:** 06<sup>th</sup> July 2024

**Bureau of Energy Efficiency, Ministry of Power, Government of India,  
4<sup>th</sup> Floor Sewa Bhawan, R. K. Puram,  
New Delhi - 110066**

### Critical Information

1	Availability of Request for Proposal Document	06 <sup>th</sup> June 2024
2	Date & Time for Pre-bid Meeting	19 <sup>th</sup> June 2024 at 15:30 PM
3	Last date for submission for Bid-queries	<b>18<sup>th</sup> June</b> 2024
4	Venue for Pre-Bid Meeting	BEE Conference Room 4 <sup>th</sup> Floor Sewa Bhawan, R. K. Puram, New Delhi – 110066 Web Meeting: Meeting link is provided in section-2 of this document
5	Last date & Mode for Submission of Proposal	5 <sup>th</sup> July 2024 by 5 PM, Through GeM only
6	Date of Opening of Financial Proposal for qualified Bidders	Will be informed to qualified bidders only through e-mail at least a day before the date of opening of financial bid.
7	Contact Person for Clarification	Shri. Jagadeesan V Sector Expert; Tel No.: -91-11-26766700 Email: jagadeesan.v@beeindia.gov.in  Shri. Sudhanshu Kumar Singh Project Engineer Tel No.: -91-11-26766700 Email: sudhanshu.singh56@beeindia.gov.in

Note:

- Bids submitted after due date and time or/and without relevant documents as specified in this RFP, will be summarily rejected.
- Bidders may apply through GeM portal only. Any other modes of submission will not be accepted in any condition.
- The submission of the proposal must be accompanied with the payment of the bid processing fees.

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## Section 1: Letter of Invitation

Bureau of Energy Efficiency, a statutory body under Ministry of Power, Government of India invites bids for “Baseline Energy & GHG Emission Data Collection for Zinc Sector under CCTS Scheme”.

Interested agencies may submit their proposal through the online GEM (Government E market place) portal only. The submission of the proposal must be accompanied with the payment of the bid processing fees of **Rs.5,000/- (INR Five Thousand only)**. The payment will be accepted in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details are mentioned at **Annexure-I**.

**Last Date for Submission of RfP: 17:00 hrs. (IST), 05/07/2024.**

The tender document can be downloaded from the website of BEE (<https://www.beeindia.gov.in/>) under Tender Section and as well as from GeM Portal.

## Section 2: Letter of Invitation for Pre – Bid Meeting

BEE invites all interested bidders for Pre-Bid meeting for “Proforma development and Baseline Energy & GHG Emission Data Collection for Zinc Sector under CCTS Scheme”. The detail of the meeting is as follows:

**Date & Time:** 19<sup>th</sup> June 2024 at 03:30 PM

Venue: Web Meeting with Bureau of Energy Efficiency.

Reputed Firms who are interested in bidding for this Tender kindly attend the pre-bid meeting.

Note: The bidders, who are interested in attending the pre-bid meeting, should indicate the names of their representatives (maximum two per bidder). Such intimation should be given by email to [jagadeesan.v@beeindia.gov.in](mailto:jagadeesan.v@beeindia.gov.in) and [sudhanshu.singh56@beeindia.gov.in](mailto:sudhanshu.singh56@beeindia.gov.in) at least a day before the date of the pre-bid meeting.

In case of any difficulty, contact to the above-mentioned email ids.

## **Section 3: Overview and objective of the RfP**

### **3.1 About BEE**

The government of India enacted the Energy Conservation (EC) Act, 2001 to realize the benefits of energy efficiency through reduced energy consumption. The Act provides the legal framework, institutional arrangement and regulatory mechanism to embark upon an energy efficiency drive in the country. Energy efficiency institutional practices and programs in India are being guided through various voluntary and mandatory provisions of the Act.

The Government of India set up Bureau of Energy Efficiency (BEE), also referred to as 'BEE' or 'Bureau' on 1<sup>st</sup> March 2002 under the provisions of the EC Act, 2001. The mission of the Bureau is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the EC Act, 2001 with the primary objective of reducing the energy intensity of the Indian economy.

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.

### **3.2 About CCTS scheme**

The Central Government has notified the Carbon Credit Trading Scheme (CCTS), 2023 vide S.O. 2825(E) dated 28th June 2023 under the powers conferred by clause (w) of section 14 of the Energy Conservation Act, 2001 (52 of 2001) which defines the Indian carbon market where a national framework is established with an objective to reduce or remove or avoid the greenhouse gases emissions from the Indian economy by pricing the greenhouse gases emission reduction through trading of the carbon credit certificates.

### **3.3 Objective of this RfP**

The objective of conducting the study is to Proforma development and inventarization of baseline GHG emission (tonne of CO<sub>2</sub>e) and establishment of GHG Emission Intensity (GEI) (tonne of CO<sub>2</sub>eq / tonne of product) of Obligated Entity (OEs) in Zinc Sector.

1. The objective of conducting the study is to include Zinc industries under CCTS Scheme.
2. Preparation and Finalization of Sector Specific Pro-forma for the Zinc sector separately along with Sub-Sector inclusion, if any which includes Specific Energy Consumption (SEC) and GHG Emission Intensity (GEI)
3. Identification of Prospective Obligated Entities along with complete contact details.
4. 3 years (FY 2021-22, 2022-23, 2022-24) baseline data collection and verification audit of the units in the Zinc sector.

## Section 4: Scope of Work

The selected agency shall provide resource persons for incentivisation of baseline GHG emission (tonne of CO<sub>2</sub>e) and establishment of GHG Emission Intensity (GEI) (tonne of CO<sub>2</sub>eq / tonne of product) of Obligated Entity (OEs) in Zinc Sector as follows:

Sr. No	Sector	Criteria of selection of Unit	No of Units
1	Zinc	All Zinc production plants	5

Final number of plants with available mailing address/contact details of plant's concerned person will be shared with final selected agency after LoA (Letter of Award of work) is accepted by the agency.

The tasks under the categories are as follows:

### 4.1 General

- (a) Inception meeting with BEE after award of contract, briefing the approach, methodology to finish the awarded work within the timelines i.e. within one week of issuance of work order.
- (b) Signing of an agreement with BEE within 14 days of issuance of work order / Letter of Award (LoA).
- (c) Prepare gate-to-gate concept for respective sectors / sub-sectors.
- (d) Development of comprehensive sector specific proforma in excel which shall include instruction sheet, general information sheet, summary sheet, Form-1, data capture sheet and the normalization sheets, emission accounting sheet with sector specific process emission for Zinc Sectors.
- (e) To develop normalization equations based on the input by BEE and other organization.
- (f) Beta testing of proforma by taking the actual data of some plant.
- (g) Preparation of presentation explaining the final sector specific proforma and address queries and concerns related to proforma.
- (h) Development of Normalization document which shall include:
  - I. Sector specific write-up/ process details
  - II. Details on normalization equations
- (i) Preparation of checklist for Baseline Energy Audit.
- (j) Submission of team member details and detailed itinerary for visiting the unit.
- (k) Prepare gate-to-gate concept for respective sector / sub-sectors.
- (l) Preparation of checklist for Baseline Energy and GHG emission data collection.



- (m) Presentation regarding Indian Carbon Market, CCTS Scheme, Sector Specific Pro-forma (SSPF), GHG Inventorization etc to be carried out by the agency for the plant personnels. The Bureau officials may join through online/ offline mode in the meeting.
- (n) Collection and Review of the energy consumption, GHG Emission and production data of last 3 years in the Sector Specific Pro-forma (SSPF) for the years FY 2021-22, 2022-23 & 2023-24 by visiting the plant physically. Plant visit should be carried out by all team members of the agency as per the team declaration in technical proposal.
- (o) Prepare final report of every industrial unit in a standard format duly indexed, covering profile of the unit and its details of energy consumption, GHG emissions (Direct and Indirect emission including process emissions), plant production, analytical & Statistical details and any other relevant information.
- (p) Copies of relevant authentic and certified documents should support the report and to be submitted to BEE. Each document should be sealed and signed by Plant authorized representative as well as by agency's AEA and Lead Verifier.
- (q) Submission of minutes of meeting for each plant visit duly signed by every team member and plant officials. BEE will interact with that team member only who had visited the plant while verification & finalization of the report, not with the others.
- (r) Each industrial unit has to be visited minimum of four members team consisting of 1 AEA, 1 Lead Verifier, 1 Sector Expert and 1 Team. Any other person, not mentioned in the technical proposal shall not be allowed to visit.
- (s) Comments on the draft reports as indicated by sector expert must be incorporated while preparing the final report for all the prospective DCs.
- (t) The Final report covering details as stated above should be prepared and submitted to respective audited unit, respective State Designated Agency and BEE i.e. 1 copy of final report should be submitted at BEE and SDA each.
- (u) It is to be noted that the information so collected vide sector specific pro-forma & Form-1 shall only be dealt between the bidder unit and BEE, hence the same is to kept strict and confidential during the contract assignment and in future too. If the same is found to be shared with others, the bidder is liable for discontinuation of the contract and strict action will be taken against the bidder as deemed fit by BEE.

#### **4.2 Technical**

- (a) Study the process of the entire plant considering a gate-to-gate concept which would mention type & quantity of energy and emission sources consumed, self-generated energy and emission, process technology, raw material, process by-products, product output and various variable factors which affect the energy consumption and emission significantly.
- (b) Study and report the process emission in each process's static, dynamic and operational characteristics.
- (c) Investigate possible emission reduction options and identify the emission reduction opportunities. Accordingly, recommend various technically sound and economically viable measures to reduce GHG Emission Intensity.

- (d) Establish the baseline SEC and GHG Emission Intensity (GEI) for monitoring and reduction in emission Intensity as per Gate-to-Gate concept.
- (e) Establish and report the Plant Mass and Energy Balance for entire plant on gate-to-gate basis and similarly Mass and Energy Balance for each section of the plant.
- (f) Ensure the authenticity of data/values used for calculating baseline SEC/ GEI.

The Final report covering details as stated in section (A) and (B) should be prepared and submitted to respective industrial unit, respective State Designated Agency and BEE i.e. 3 copies of final report should be submitted.

It is to be noted that the information so collected vide sector specific pro-forma shall only be dealt between the bidder, industrial unit and BEE, hence the same is to be kept strict and confidential during the contract assignment and in future too. If the same is found to be shared with others, the bidder is liable discontinuation of the contract and strict action will be taken against the bidder as deemed fit by BEE.

### 4.3 Timelines and Deliverables

The assignment shall be completed within 90 days from the date of award of the contract. Deliverables under the contract will include the following:

- **1st Milestone:** Submission of Sector Specific Pro-forma for Zinc sector for carryout baseline audit includes energy and emission intensity. It should be submitted to BEE within 30 days from the date of award of the contract.
- **2nd Milestone:** The filled pro-forma duly signed by unit competent authority, should be submitted along with the authenticated supporting documents of all the industrial unit awarded within 70 days from the date of award of the contract.
- **3rd Milestone:** The final findings/report should be submitted within 90 days from the date of award of the contract for the review of BEE.

**\*Note:** Days means calendar days i.e., including holidays and Saturdays and Sundays. If the last date for any milestone falls on weekly off or on holiday, next working day shall be treated as last date for that particular milestone only and the timeline for next milestone shall be adjusted so that cumulative days shall not be affected.

## Section 5: Qualification Criteria

### 5.1 Pre-qualification Criteria:

- (a) Should be a firm/company registered/incorporated in India (Copy of the certificate to be submitted). Government agencies will be given preference in this regard.
- (b) Should have annual turnover of **INR 50 lakhs** in any one of the last three (3) years i.e., FY 2021-22, 2022-23 and 2023-24.
- (c) The agency should have experience in Energy auditing/ GHG Inventarization or verification in Industries.
- (d) The agency should have successfully completed at least five energy audit projects in last five years.
- (e) Shall have experience of consulting assignments in energy efficiency/energy conservation projects. Copies of credentials shall be included in technical proposal in the desired format. The assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.
- (f) Agency should not be black-listed by any Central / State Government / Public Sector Undertaking in India.
- (g) Agency 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) Should have experience in carrying out similar studies and study of other scheme of Government of India. Necessary documents should be provided to substantiate the claim.
- (i) Should have experience of PAT related work or similar work or GHG Inventory and Verification. Necessary documents should be provided to substantiate the claim.
- (j) For the purpose of the study the team must be ready to travel at any locations in the country.

### 5.2 Team Structure and Qualifying Criteria for personnel

The data verification activity is to be done by a team comprising a team leader and a member with the following qualifications:

Role in project	Required Nos.	Minimum Qualification	Minimum Experience/ requirements
Team Leader	1	Accredited Energy Auditor	Minimum 5 Nos of detailed Energy Audit, Energy Mapping/ Potential Assessment Study or similar experience
GHG Lead Verifier	1	GHG Lead Verifier	Minimum 10 projects in GHG Inventory, Life Cycle Assessment, CBAM Assessment or similar (Excluding CDM, all kinds of Offset projects)

Sector Expert (Process)	1	Engineer/ Diploma Engineer	15 years of process experience
Member	1	Certified Energy Auditor	5 years industrial/ Auditing experience/ similar experience
Member	1	Certified Energy Manager/ Engineer/ Diploma Engineer	4 years industrial/ Auditing experience/ similar experience

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

### 5.3 Additional terms & conditions

- (a) Sector expert should have minimum 15 years of process expertise (Excluding Consultancy, project and utility experience) in Zinc sector and the agencies shall enclose the supporting document in technical proposal.
- (b) The work shall be carried out as per the finalized time schedule and requirements of BEE, providing fortnightly updates (in writing). In case of non-responsive plant, coordinate with local SDA and BEE.
- (c) Any kind of deviation from any activities as stated under section 3 (Scope of work) of this RfP without the knowledge and prior consent of BEE, will liable for no payment against the respective industrial unit's baseline verification job.

### 5.4 Obligation of the firm/ Agency

- (a) The agency or agency team member or firm or company or other legal entity, who has involved in this baseline data collection exercise in any of the Obligated Entity, shall not be eligible to perform any kind of work in the CCTS scheme such as Verification, Consultancy etc for a duration of four years from the Completion date of this audit work.
- (b) The agency team member shouldn't be a direct employee of any Obligated Entity of respective sector.
- (c) A person who was in the employment of an Obligated Entity within the previous four years, shall not be part of the team to perform this work.
- (d) A visiting team of minimum 4 members should be present at the site during complete data collection exercise. Proposed composition of visiting team shall be as follows:
  - (i) 1 AEA, 1 Lead Verifier and 1 SE/CEA/CEM
  - (ii) If AEA and LV is same person, then 1 AEA, 1 SE any 2 of CEA/CEM

BEE may ask to submit the proof to verify that the all the visiting team members were present for the entire time of visit.

- (e) The opening and closing meeting MoM shall be signed by all members of visiting team and the Obligated entity. Provided further, the opening and closing meeting photograph with GPS coordinates must be included in the report submitted to BEE.

- (f) Provided further, if any visiting team member is not in a position to visit the site due to unforeseen circumstances (medical reasons, personnel emergencies etc), agency will have to provide replacement of the member from the proposed team members with the prior intimation and approval of the Bureau. In that case only, the bidder will get the respective plant data collection fees.
- (g) In reference to above points (d) and (g), the agency should ensure that minimum three members should be available in any circumstances, if fails, site visit should be rescheduled.

## Section 6: Evaluation of Proposals

### 6.1 Preliminary Scrutiny

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

The rectifiable discrepancies in the Technical Proposal, if any would have to be corrected by the Bidder within a period of two (2) working 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.

### 6.2 Stage 1 Evaluation: Minimum Pre-qualification Criteria

Compliance with the pre-qualification criteria given in **Section 5** 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.

### 6.3 Stage 2: Technical Evaluation

- a) Only the technical proposals considered as technically responsive would be evaluated based on the bidder's capabilities, experience, approach and methodology and the CV's of the proposed personnel and the scores would be given (out of 100).
- b) The proposals would be evaluated on the basis of evidence of satisfying all the qualification requirements listed out in **Section 5**. The specific experience would be evaluated on the basis of the information provided in the technical bid along with the prescribed documents.

The technical bids of those bidders who fulfils the pre-qualification criteria will be evaluated in accordance with the technical evaluation criteria given below:

Sl. No.	Criteria	Minimum Qualification Criteria	Weightage/ Marks	Max. Marks
<b>Agency's Criteria</b>				
1	Agency's Experience in Detailed Energy Audit/Mandatory Energy Assessment Study/GHG Inventory & Verification projects in Zinc Sector	on pro rata basis	2 Marks/ project	30
2	Technical Evaluation of projects <b>(other than the projects mentioned for Sl. No. 1)</b> under Energy/ power/ renewable / GHG Inventory and Verification audit.	on pro rata basis	2 Marks/ project	20

3	Proposed Approach and Methodology for carrying out the Scope of Work which includes GHG Inventarization (Direct, Indirect and Process emission) with sample calculation.	Clarity & understanding of Scope of Work, Approach & Methodology Proposed (Qualitative)	05	15
4		Work Plan (Qualitative), Timeline (Qualitative)	05	
5		Sample calculation and methodology of GHG accounting	05	
6	Agency's Experience in ESG/GRI/ISO14064/LCA Similar Projects or Studies	Per Project/Study 1 Mark	05	05
<b>Team Criteria</b>				
7	Qualification, Experience & Competence of the proposed team	≥ 5 Number of audit Experience of AEA in Energy Audit	05	20
8		≥ 5 Number of Projects/ audit Experience of Lead Verifier	10	
9		≥ 15 Number of years' Experience of sector Expert in Zinc Sector	05	
<b>Other Criteria</b>				
10	Experience in Investment Grade Energy Audit Projects of any industry/building/facility etc.	Per project 1 marks	05	05
11	Experience in Environment Impact Study (Any Emission and Water conservation) related projects	Per project 1 marks	05	05
<b>Total</b>			<b>100</b>	

Technical proposals from firms scoring 70 marks or above will be considered responsive and only those proposals will be evaluated for financial bid evaluation.

#### **6.4 Financial Evaluation**

The financial proposal submitted should specify the lump-sum cost inclusive taxes. The work will be awarded only to the lowest (L1) bidder after financial bid evaluation based on quoted man-day cost.

#### **6.5 Award of Contract**

After completing negotiations 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 award. 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.



## Section 7: Instructions to the Bidders

### 7.1 Procedure for Submission of the Proposal

The proposal must be submitted on the GEM (Government E Marketplace) portal only and any other means of submission shall not be considered and liable for rejection of the proposal. The proposal is to be submitted in the prescribed format (provided in Section 9 of this RfP document) along with the necessary documents as required. The proposal shall be liable for rejection in the absence of requisite supporting documents.

The proposal shall be in two parts viz. Technical Proposal and Financial Proposal.

#### 7.1.1 Technical Proposal

The technical proposal to be uploaded in searchable pdf format and shall include-

- (a) Organization background
- (b) Organization's suitability for this activity
- (c) Proposed Approach and Methodology for carrying out this work including GHG Inventarization (Direct, Indirect and Process emission) with sample calculation.
- (d) A proposed work plan / timeline of the study
- (e) CVs of team members including their roles in the project. Proof of sectoral expertise in case the agencies opt for sector other than its expertise, as per empanelment with BEE.
- (f) Audited Financial Statement for annual turnover of the last 3 completed financial years viz. 2021-22, 2022-23, 2023-24.
- (g) **An EMD of Rs. 20,000/- (Twenty thousand) & Bid processing fees of Rs, 5,000/- (five thousand)** in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details as mentioned in **Annexure-I**.
- (h) An agency/bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim.
- (i) Bid Processing Fees must be submitted by all the bidders including MSEs, even if it is not mentioned in RfP document downloaded from GeM portal/e-procurement portal.
- (j) Duly signed Integrity Pact on plain paper as per Form-A1 of this RfP.
- (k) Duly signed Undertaking as per Form-A2 of this RfP.

**Note:** Quoted amount or financial proposal must not be mentioned anywhere in the technical proposal, doing so shall be led to disqualification of the technical proposal.

### 7.1.2 Financial Proposal

- a) It should be developed in a transparent manner and contain estimation of costs as per major expense categories including travel expenses, lodging boarding expenses etc.
- b) The amount quoted would include all the taxes and GST, if any. If bidder, quote the amount excluding GST mistakenly, the same shall be treated as final cost and the GST shall not be paid in addition to the quoted amount in any circumstances.
- c) Financial evaluation for L1 consideration will be on per plant basis in according to the GeM portal.
- d) Evaluation will be based on the total lump sum cost quoted by the bidder for per plant. Financial bid with the lowest cost among all bids, will be awarded as L1 bidder.
- e) Ensure that the financial bid is not included with the technical proposal.

### 7.2 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.

### 7.3 Bid Processing Fees

The agencies / firms should submit a non-refundable bid processing fee of Rs.5, 000/- (INR Five Thousand Only) at time of submission of the technical and financial proposal in GeM, even if it is not mentioned in RfP document downloaded from GeM portal/eprocurement portal.

- a) The payment will be accepted in the form of crossed demand draft on any scheduled bank, payable at New Delhi in favour of Bureau of Energy Efficiency, New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details are mentioned at **Annexure-I**. Transaction reference copy should be enclosed in bid document.
- b) Bid Processing fee should be submitted in the envelope to the mentioned address.
- c) Any kind of exemption is not permitted for Bid Processing Fee.
- d) The softcopy of the Bid processing fee must be uploaded along with other documents on the GeM portal.

### 7.4 Earnest Money Deposit

The agency/firm shall furnish, as a part of its proposal, an earnest money deposit of Rs. 20,000/- (INR Seventy-Five Thousand Only) in the form of demand draft issued by any nationalized/ scheduled bank, in favor of "Bureau of Energy Efficiency" payable at New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details are mentioned at **Annexure-I**. Transaction reference copy should be enclosed in bid document.

- a) The EMD will be returned to non-selected agency after finalization of the agency.
- b) The EMD should remain valid for a period of forty-five days beyond the final bid validity period.
- c) EMDs of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

- d) EMD should be accompanied with Bid processing fee and to be sent to BEE address if submitted through Demand Draft
- e) A bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim.

### **7.5 Performance Security**

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

### **7.6 Conditions for consortium**

Any kind of Consortium is not allowed.

### **7.7 Conditions for outsourcing**

Outsourcing of any activity or part of activity will not be allowed in any condition. If in the future, it is found that the bidder has outsourced any activity or part of activity, suitable action shall be taken even if assignment is completed. This may even lead to blacklisting of the Agency.

### **7.8 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.

### **7.9 Conflict of Interest**

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

### **7.10 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.

### **7.11 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.

### **7.12 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.

### **7.13 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 authority.

### **7.14 Contact details of the Agency**

The agencies / firms who want to receive BEE response to queries should give their contact details to BEE along with technical bid as per the **Section-9 Form-1 in correspondence details**.

### **7.15 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.

### **7.16 Amendment of RFP**

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

Modification/amendment to the terms and condition after issuance of LoA to the selected bidder can be done subject to the mutually agreed terms & condition and the approval of the competent authority, however the approved cost of the project shall not be affected.

### **7.17 Integrity Pact**

All the participating bidders are compulsorily required to enter into Pre-bid/ Pre contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (Copy of the Integrity Pact is enclosed as per Section-9.12). The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the parties. In case bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

### **7.18 Documents Comprising the Technical Proposal**

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

Form 1: RfP Letter Proforma

Form 2: Eligibility and Other Details

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

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

Form 5: Resumes of the members in the proposed team.

Form 6: Declaration Letter

Form A1: Integrity Pact Format.

Form A2: Undertaking Format under Integrity Pact Declaration Letter.

### **7.19 Power of Attorney**

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.

### **7.20 Force Majeure**

Shall mean and be limited to the following:

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

damage, personal accident, injury or death of or to property or person, of the agency or sub-contractor, and / or the servants or agents of the consultant or any sub-contractor and / or of the BEE).

### **7.21 Termination of the Bid**

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

### **7.22 Termination of Contract**

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

If terminated at any stage of the contract, the agency/firm/bidder will not be liable for rest of the milestone payment and also the performance security will be forfeited by BEE.

## Section 8: Payment Terms

### 8.1 Payment Schedule

Successful Bidder can raise each milestone Invoice only after lapse of 7 days from the date of completion/submission of all deliverables against each milestone Job. Prior to this 7 days' time period, Bidder's Invoice will not be considered for payment.

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

- (a) 30% of the order/ contract value as on successful completion of 1st Milestone.
- (b) 30% of the order/ contract value on successful completion of 2nd Milestone.
- (c) 40% of the order/ contract value on successful completion of 3rd Milestone and final acceptance of all reports by BEE after incorporation of all short-comings/ /comments/suggestions/corrections as per BEE review of draft Reports.

### 8.2 Penalty Clause

- (a) Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/firm/bidder beyond the time schedule as agreed or any extension thereof granted by the BEE shall attract penalty at the rate of **2.5% of the total contract value per week of delay subject to maximum of 10% of the total contract value\***.
- (b) Completion of awarded work is mandatory for successful bidder. In case, bidder fails to complete the awarded work fully or partially, an amount against the uncompleted work will be deducted from final payment to bidder on pro-rata basis. Also, bidder will not be allowed to participate in any BEE tender/job for next one year.
- (c) If found non completion/ partial completion of assigned work due to the agency negligence/ delay, then the amount of uncompleted work will be deducted from the payment of the remaining completed work.
- (d) Delay of more than 10 days beyond the contract period of 90 days in execution of the contract due to whatsoever reasons, agency/firm/bidder will not be liable for respective milestone payment and also the performance security will be forfeited by BEE.

\*Contract value shall be calculated as [Total No. of units awarded x quoted amount per unit].

## Section 9: Forms for the Proposal

### Form-1: Letter Pro-forma

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

**Subject:** Proforma development and Baseline Energy & GHG Emission Data Collection for Zinc Sector under CCTS Scheme and declaration in the proposal.

Sir,

The undersigned is the authorized representative of the (M/s.....), having read and examined in detail the complete RfP document in respect of Request for Proposal for Proforma development and Baseline Energy & GHG Emission Data Collection for Zinc Sector under CCTS Scheme, do hereby express their interest to provide consultancy services as specified in the scope of work.

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

Sl. No.	Sectors	No of Units
1.	Zinc	5

I hereby declare that I have submitted financial quotation for the above-mentioned sector only.

Thanking you.

Yours faithfully

Authorized Signatory  
Name and Title of Signatory  
Name of the Firm  
Seal

### Correspondence Details

Our correspondence details are:

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



8	Fax No. (with STD code)	
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**Document forming part of RfP**

We have enclosed the following:

RfP Form 2: Eligibility and Other details

RfP Form 3: Prior Experience

RfP Form 4: Approach and Methodology

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

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

RfP Form 7: Declaration Letter.

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

Bid Security/ EMD of INR 20,000/- (INR Twenty Thousand Only)

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

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

Thanking you,

Yours faithfully

(Signature of the Authorised Representative)

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

Witness:  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Company \_\_\_\_\_  
 Date \_\_\_\_\_

**Form 2: Minimum Eligibility**

1	Name of Firm/Company	
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2	Year and Place of Registration/Incorporation			
3	Prior experience (as mentioned in the table in section 6.3) Yes/No			
	If, Yes Number of Projects done			
4	Total Number of years of work experience in the field of Energy Efficiency and GHG inventarization and verification			
		FY 2021-22	FY 2022-23	FY 2023-24
5	Annual Turnover from Consultancy Services**			
6	Net Worth **			

# Please attach a list of the Energy Audit/Mandatory Energy Audit/Potential Assessment Study/GHG Inventory & Verification projects in Zinc Sector.

@ list of the projects other than the projects mentioned for Sl. No. 3

\* Enclose a copy of Registration document

\*\*Enclose a copy of Audited Financial Statement

Witness:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

Consultant:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

### Form 3: Prior Experience

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

(Should be given separately for each Project)

Name of Agency/Firm:	
Assignment/job name:	
Nature of Assignment:	
Description of Project:	
Approx. value of the contract (in INR):	
Country:	
Location within country:	
Duration of Assignment/job (months):	
Name of Employer:	
Address and contact details:	
Total No of staff-months of the Assignment/job:	
Approx. value of the Assignment/job provided by your firm under the contract (in INR):	
Start date (month/year):	
Completion date (month/year):	
Total duration (months)	
Name of associated Consultants, if any:	
No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of your firm involved and functions performed.	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

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

Witness:  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

Consultant:  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Company \_\_\_\_\_  
 Date \_\_\_\_\_

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

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

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

Bidders shall submit a summary (in tabular format as shown below) of team proposed for the assignment clearly mentioning their names, role for this assignment, and relevant qualification.

Proposed team					
Role in project	Name	Qualification	Years of Total work Experience	Years of Relevant work Experience	Remarks if any
Team Leader-1					
GHG Lead Verifier					
Sector Expert (Process)					
Member					
Member					

Full resumes of the project leader and members including contact information has to be provided by the bidders as per the following format (in max. 2 pages).

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

**Form 6: Declaration Letter**

Declaration Letter on official letter head stating the following:

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

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

Witness:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
\_\_\_\_\_

Consultant:  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_

## Form A1: Format for Integrity Pact

Integrity Pact

(Refer clause 4.3)

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

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

BETWEEN

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

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

Preamble

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

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

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

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

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

### Article-1-Commitments of the Principal

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

- (a) No employee of the Principal, personally or through family members, will in connection with the Tender for \_\_\_\_\_ {Name of the work}, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the Tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution.
  - (c) The Principal will exclude all known prejudiced persons from the process.
- (2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

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

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

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



- (f) The Bidder/ Contractor/ Consultant/ Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder/ Contractor/ Consultant/ Vendor will not bring any outside influence through any Govt. bodies/ quarters directly or indirectly on the bidding process in furtherance of its bid.

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

- (1) If the Bidder/ Contractor/ Consultant/ Vendor, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder/ Contractor/ Consultant/ Vendor from the tender process.
- (2) If the Bidder/ Contractor/ Consultant/ Vendor has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Consultant/ Vendor for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR, 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to the Principal, taking into account the severity of the transgression. The severity will be determined by the Principal by taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Consultant/ Vendor and the amount of the damage.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".
- (4) The Bidder/ Contractor/ Consultant/ Vendor with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Consultant/ Vendor shall be final and binding on the Bidder/ Contractor/ Consultant/ Vendor, however, the Bidder/ Contractor/ Consultant/ Vendor can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc. arising from violation of this Integrity Pact, the Bidder/ Contractor/ Consultant/ Vendor shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Consultant/ Vendor could be revoked by the Principal if the Bidder/ Contractor/ Consultant/ Vendor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article 4 Compensation for Damages**

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

#### **Article 5 Previous Transgression**

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

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

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

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

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

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

- (1) The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review

independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.

- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the Principal.
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him, as and when warranted.
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on '**Non-disclosure of Confidential Information**' and of '**Absence of Conflict of Interest**'. In case of any conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case.
- (7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.
- (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- (9) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (10) If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (11) The word 'Monitor' would include both singular and plural.

#### **Article 9 Pact Duration**

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

**Article 10 Other Provisions**

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

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

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

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

(Office Seal)

(Seal/ Stamp)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

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

Witness 2:

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

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

**Form A2: Undertaking Format under Integrity Pact Declaration Letter.**

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

To

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

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

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

Seal/ Stamp of Bidder

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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.”

## Format for financial proposal

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

**Subject:** Financial proposal Request of proposal for Proforma development and Baseline Energy & GHG Emission Data Collection for Zinc Sector under CCTS Scheme- Reg.

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

The financial proposal shall take into account all expenses and tax liabilities associated in execution of the deliverables as per the RfP.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Sl. No.	Cost of development of Proforma	Number of Plants (Awarded)	Per plant rate including GST as per scope of work (in Rs.)	Total cost (in Rs.) incl. GST as per scope of work (figures)	Total cost incl. GST as per scope of work (in words)
	A	B	C	$D=A+B*C$	E
1	5				

### Other terms & conditions

- Quoted prices shall be inclusive of duties, taxes, Travel expenses for proforma back testing and baseline audit etc.
- The prices shall remain firm till completion of the project.
- The bidder shall submit PAN and GST Registration Certificate in support of claim of GST.
- If there is a discrepancy between words and figures, the amount written in words will prevail.
- The offered prices should be firm and no request for variation of prices shall be entertained till completion of the project.

We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Seal:



~~~~~End of the RfP document~~~~~