



Hiring of Retainer
Consultancy Agency
to Setup Project
Management Unit
for National Mission
for Enhanced Energy
Efficiency (NMEEE)
Programme of BEE”.

Request for Proposal

Last Date of Submission:
26/07/2024

Bureau of Energy Efficiency

Ministry of Power, Government of India,
4th Floor Sewa Bhawan, R. K. Puram,
New Delhi – 110066.

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1. Critical Information

1	Availability of Request for Proposal Document	26/06/2024
2	Last Date for acceptance of queries	10/07/2024
3	Date & Time for Pre-bid Meeting	11/07/2024 online Mode/VC
4	Last date for submission of bids	26/07/2024 till 16:00PM
5	E-mail address for queries	To - vivek.negi@beeindia.gov.in Cc: sudhanshu.singh56@beeindia.gov.in
6	Date of Opening of Financial Proposal for qualified Bidders	Will be informed by e-mail at least 5 days prior to the date of opening of financial bid
7	Contact Person for Clarification	Shri Vivek Negi, Joint Director, Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R. K. Puram New Delhi - 110066 Tel No.: -91-11-26766700 Email: vivek.negi@beeindia.gov.in Cc: sudhanshu.singh56@beeindia.gov.in
8	Bid Validity Period	90 days from the last date of submission of bids

2. Introduction

2.1. About BEE

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

2.2. Background

National Action Plan on Climate Change (NAPCC) outlines Eight National Missions, representing multi-pronged, long-term and integrated strategies for achieving key goals in the context of climate change. The National Mission for Enhanced Energy Efficiency (NMEEE) is one of the eight national missions with the objective of promoting innovative policy and regulatory regimes, financing mechanisms, and business models which not only create, but also sustain, markets for energy efficiency in a transparent manner with clear deliverables to be achieved in a time bound manner. It also has inbuilt provisions for monitoring and evaluation so as to ensure transparency, accountability, and responsiveness. The Ministry of Power (MOP) and Bureau of Energy Efficiency (BEE) were tasked to prepare the implementation plan for the NMEEE.

NMEEE spells out the following two initiatives to enhance Energy Efficiency, in addition to the programs on energy efficiency being pursued.

1. **Perform Achieve and Trade (PAT):** It is a market-based mechanism to enhance cost effectiveness of improvements in energy efficiency in energy-intensive large industries and facilities, through certification of energy savings that could be traded. The Perform, Achieve and Trade (PAT) Scheme focuses on reducing energy consumption and promoting enhanced energy efficiency among energy intensive industries in the country. BEE is the implementing agency for the PAT scheme across the country. PAT is a market-based mechanism in which identified energy intensive industries and other establishments (called Designated Consumers) are given targets for reducing their Specific Energy Consumption (SEC). The SEC targets for each plant are different and are set by BEE based on energy efficiency performance and classification, e.g., similar processes, CPP/Non CPP, etc. The DCs need to achieve

the SEC targets in a 3-year period which is called a PAT cycle. DCs which over-achieve the given SEC target will get incentives in the form of energy saving certificates. These certificates are tradeable and can be bought by other DCs which are unable to achieve their targets. Alternately, the DCs unable to achieve the target would have to pay the penalty, at the price determined and notified by the BEE, which is based on the price of metric tonne of oil equivalent (Mtoe). The price of these certificates is determined by the market.

The PAT scheme in its first cycle, operationalized in April 2012 covered 478 industries known as 'Designated Consumers (DCs)' from 8 sectors: Aluminium, Cement, Fertilizer, Pulp & Paper, Thermal Power Plant, Chlor-Alkali, Iron & Steel and Textile. Since 2016, PAT is under rolling cycle and new industries and new sectors get added every year. Subsequently, new industries and new sectors like Railways, Refinery, Petrochemical, DISCOM and Hotels (under commercial buildings) are also being covered under PAT. As of April- 2021, 1196 No. of DCs from 13 energy intensive sectors are notified as Designated Consumers based on their annual energy consumption. These numbers are likely to increase in coming three years.

2. Energy Efficiency Financing Programme (EEFP): It is a creation of mechanisms that would help finance demand side management programmes in all sectors by capturing future energy savings. The major components of the scheme, amongst others, are:

- a) Capacity building of Institutions, outreach activity, investment bazar summits, conferences etc.
- b) Grading of EE projects
- c) EE financing cells for public sector banks
- d) Fiscal incentives
- e) Demonstration projects for financing schemes
- f) Energy Efficiency financing facility through Facilitation Center and digital platform for FIs and reimbursement of transaction cost for FIs.
- g) Creating SPV for EE financing
- h) Scheme for MFIs financing at SDAs, hiring of agency for demo projects
- i) Interest subvention scheme for EE loans by SDAs

3. Media & Outreach:

Some of the communication activities under the programme are:

- a) Communication support for the various initiatives under mission
- b) Monitoring the news/media/social media for understanding the requirement and trends, to design communication and outreach for the mission
- c) Drafting communication plan/strategy for the mission
- d) Gathering important information and collating for Content Development for use as SM posts, advt. (print/ video) etc.
- e) Conversion of raw information, data into presentable infographics.
- f) Writing technical papers, reports, notes and releases for press and developing presentations.
- g) Scripting for citation, talking points for dignitaries as per the requirements
- h) Coordinating/managing events/conferences/seminars etc.
- i) Writing articles/ stories for news letters

2.3. Objective

BEE seeks to engage a Consultancy Agency to establish PMU for NMEEE Programme of BEE, initially for a period of two years, which may be extended on yearly basis upto one more year (total three years) depending upon satisfactory performance of the consultancy agency, which shall be evaluated annually, and on approval by competent authority of BEE.

3.0 Scope of Work

The Consultancy Agency will provide a team of 7 nos. of dedicated manpower, as follows:

- Team Leader: Graduate / Post Graduate in Engineering & Certified EA/CEM with ten years or more of relevant experience: **One**
- Project Associate (PA): Graduate / Post Graduate in Engineering with two years relevant experience: **Three**
- Project Associate (Economist/ Statistician): Post Graduation in Economics/Statistics/ Data Analysis from a recognized University or Institute with two years relevant experience: **One**
- Project Assistant (Finance): Post Graduation in Commerce or MBA (Finance) or CFA or ICWA or CA or CS with two years relevant experience: **One**

- Communication Expert for media & outreach activities: Post Graduate in Mass Communication or equivalent having 5 years of experience in communication cell/division/unit of any technical organization: One
(A mass com professional with engineering degree/diploma will be preferred)

The PMU with above manpower shall be for a period of two years, which may be extended on yearly basis depending on the satisfactory performance of the agency further for a period of one more year. Also, on need basis, the requirement of number of experts may increase, which the agency shall provide on pro-rata basis. The PMU shall be responsible for all work related to NMEEE scheme of BEE including PAT scheme covering 13 sectors & 1196 DCs (as of now, which may increase in future during the course of the contractual period): Aluminium, Cement, Fertilizer, Pulp & Paper, Thermal Power Plant, Chlor-Alkali, Iron & Steel and Textile Railways, Refinery, Petrochemical, DISCOM and Hotels (under commercial buildings).

The major tasks to be performed by the PMU for NMEEE scheme of BEE are as follows:

Scope of Work of PMU for NMEEE:

The broad Scope of Work of the PMU shall include, but not limited to, the following:

A. Perform Achieve & Trade (PAT) Scheme:

I. Project Management/Consultancy related to project monitoring, evaluation, reporting, coordination, development & support for implementation in sectors related to PAT scheme

- a) The PMU shall assist BEE in issuing various Notifications, in connection to the PAT Scheme.
- b) The PMU will support BEE to conduct Feasibility/identification study of new sectors, new DCs, support in conducting baseline audits & their evaluation, prepare Monitoring & Verification and check-verification protocol
- c) The PMU will support & prepare guidelines for BEE on Energy Mapping of PAT sectors, Industry 4.0, Energy Management System (EMS) and ISO 50001
- d) The PMU shall support BEE in conducting Study to Establish or Revise threshold limit for existing DC sectors for PAT widening and deepening
- e) The PMU shall assist BEE in deepening & widening of the DCs covered under PAT scheme & also in addition of DCs in new sectors BEE intends to cover in coming PAT cycles

- f) The PMU will support / facilitate BEE for Demonstration/Promotion of cross cutting technologies, innovations for sectors under the PAT sectors
- g) The PMU shall assist in conducting Impact/potential assessment and benchmarking studies
- h) The PMU will prepare Standard Bidding Document (SBD) / RfP for procurement of services as per the requirement of SFC/EFC
- i) The PMU will support BEE in conducting various Capacity building seminars / workshops / meetings etc. with various stakeholders
- j) The PMU will prepare detailed work implementation plan of PAT related projects in consultation with BEE, State Nodal Agencies and any other designated agencies
- k) The PMU will support BEE in Verification of the invoices of the agencies working for the project
- l) The PMU shall maintain all relevant records and correspondences and keep them updated from time to time for coordination of BEE
- m) PMU shall liaise and coordinate with the international experts as well as the agency hiring the international experts for all matters related to PAT scheme.
- n) Any other work to be assigned by BEE under the NMEEE programme

II. Project Appraisal/Due-diligence, Monitoring and Reporting of energy performance of DCs under PAT scheme.

- a) Assist in energy performance related data collection & its verification, assist in Sectoral Technical Committees, assist conducting PAT Workshops and any other work as assigned by Program Directors.
- b) The PMU shall review DC's various PAT related reports such as Baseline Audit Report, MEA Reports, M&V reports or other reports and prepare the detailed analytical summary
- c) The PMU shall provide technical assistance for preparation / modification of Normalisation protocol & also for analysis of the data submitted by DCs for Normalization calculation of individual plants.
- d) The PMU will support BEE during various audits / inspections / investigations and will follow up / prepare and submit to BEE the replies on the comments / observations raised by any stakeholder and court cases also. The evaluation of all reports shall be done by the PMU

- e) The PMU will support BEE in Budgeting, Techno commercial appraisal/ due-diligence of proposals submitted by different State Nodal Agencies (SDAs) for seeking funding etc.
- f) The PMU will provide domain support for examining projects with specific focus on deep analytical and financial modelling skills.
- g) The PMU shall assess key financial & technical metrics of projects and risk factors highlighting measures to hedge/mitigate risks.
- h) The PMU will be responsible for coordinating & maintaining a regular progress schedule with updates to BEE in coordination with SDAs. The PMU will support BEE in identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with BEE and SDAs.
- i) The PMU will support BEE in establishing, monitoring & supervision of the complaint redressal system of the project as per the requirement of BEE.
- j) Any other work to be assigned by BEE under the NMEEE programme

III. Preparation of Policy related documents related to PAT scheme, under the guidance of BEE

- a) The PMU shall prepare all policy related documents related to PAT scheme, in consultation with BEE
- b) The PMU will, in consultation with BEE, develop guidelines & provide recommendation to the State Nodal Agencies, as & when desired by BEE.
- c) The PMU will prepare model proposals/agendas/notes/write-ups/Business models/Technical specifications/power point presentations etc for the consideration of Ministries, Government department of Centre & State
- d) The PMU shall act & demonstrate itself as a think tank to BEE in preparing/developing/formulating new guidelines as well as revision of old guidelines/programmes for GoI/SDAs/Regulatory authorities in consultation with BEE
- e) Any other work to be assigned by BEE under the NMEEE programme

IV. Coordination with external agencies / SDAs/Regulatory Authorities

- a) The PMU will support BEE to coordinate with different State Designated Agencies (SDAs) regarding PAT activities

- b) The PMU shall follow-up with DCs, SDAs and other key stakeholders for on-time submission of various Energy Forms/PAT Obligations as per EC Act 2001 (amended in 2022) and maintain the record of same
- c) The PMU will give comments/opinions/clear recommendations sought by the Ministries/ departments / State Nodal Agencies /implementing agencies with respect to projects being developed / implemented.
- d) The PMU shall carry out inspection against concerned DCs for Non-compliance under EC Act and PAT Requirements and coordinate with SERC who will undertake Adjudication Process on receipt of a Petition from SDA against concerned DCs for Non- compliance under EC Act and PAT Requirements.
- e) Any other work to be assigned by BEE under the NMEEE programme

B. Financing Energy Efficiency Programme (FEEP):

- (i) The PMU will support in organizing 'Investment bazaar' events across the states and for capacity building of Financial Institutions. Preparing social media contents, regular articles, newsletters and short reports on these events.
- (ii) The PMU will fortnightly conduct VC meetings with Finance experts in PAT cells where BEE concerned Programme officer and team members shall be present. PMU will assist in preparing Agenda, calling meetings and preparing minutes as well as circulation of MoM and other documents.
- (iii) Organizing monthly VC meetings with stakeholder - DCs, MSMEs, ESCOs, FIs (including MFIs), commercial & government buildings, industry & banking associations, etc. to discuss energy efficiency financing.
- (iv) Prepare case studies of projects financed by financial institutions which are registered with BEE's facilitation centre. Preparing social media contents, regular articles, newsletters and short reports on these events.
- (v) Writing emails to stakeholders about EE financing schemes, coordinating them on phone and identify EE projects for grading and BEE's Facilitation centre.
- (vi) Preparing database of EE projects identified by DCs and MSMEs where investment is required.
- (vii) Handholding of DCs for filling up willingness forms and technical details forms on the online BEE's Facilitation centre.
- (viii) Research on climate funds across the countries, to monitor utilization of climate

funds in India, helping BEE in preparing PPRs and other reports related to climate financing.

(ix) Any other work suggested by concerned Programme officer for EE financing.

C. Media & Outreach activities under NMEEE :

- a) Coordination with stakeholders /DCs/SDAs for various tasks
- b) Coordination with various departments/Officials of Ministries
- c) Supporting Program division for hand holding
- d) Obtaining authentic information for approval/vetting by concerned officials for media consumption.

3.1 General conditions / Guidelines for PMU Retainer Consultancy Agency:

- a. The PMU agency shall deliver the Services in full and on time
- b. The Services to be performed by the PMU agency encompass all the part services described and explained in this Terms of Reference document
- c. On need basis, the requirement of number of experts in PMU may increase from 7 nos initially, which the agency shall provide on pro-rata basis on the same terms & conditions within a period of 15 working days
- d. The agency shall provide replacement of the experts not found suitable by BEE or who do not report for duty, within a period of 10 working days
- e. The PMU agency shall work together with third parties wherever commissioned by the BEE & shall be responsible for performance of these third parties, when the work is assigned to PMU agency to co-ordinate with them. In addition, the PMU agency must comprehensively coordinate their services with its own services, as far as possible.
- f. The PMU agency shall inform BEE promptly of all extraordinary circumstances that arise during the performance of their services and of all matters requiring BEE approval. The PMU agency is to make reports as defined in scope of work and submit the same as per timelines defined in the contract.
- g. The PMU agency shall employ the staff specified in bid to implement performance of the Services. The list of designated key staff and any changes to it shall be informed two months in advance to BEE. No staff shall be put up in PMU without prior written approval of the BEE.
- h. BEE may depute personnel of PMU to any Central Ministry/State Department based on requirement basis
- i. BEE shall provide office space/ work stations & other day to day administrative

services for the staff of PMU

- j. The Consultancy Agency should provide 7 nos. (or more as per requirement) of latest Laptop with all licensed authentic software (such as Windows, MS Office etc.) for their deputed manpower at BEE office.
- k. BEE shall provide with Laser-jet Printer, Scanners or other infrastructure support required during project period.
- l. Travelling, Boarding & Lodging expenses shall be reimbursed to the agency for the consultants outstation duty (i.e. outside N. Delhi), as mentioned on quarterly basis, as per clause 8.0 below.

4.0 Team Composition and Eligibility Criteria for members:

The bidder has to provide a separate dedicated team as per the composition below:

Sl. No.	Role	No. of Person	Educational and Experience criteria
4.1	Team Leader	1	<p>Educational Qualification:</p> <ul style="list-style-type: none"> a. Graduate / Post Graduate or equivalent in Engineering from a recognized University or Institution in Electrical / Mechanical / Chemical / Production /Instrument Engineering from a recognized University or Institute b. Must be a full-time employee of the Retainer Consultancy Agency c. The Certified Energy Manager/Auditor (CEM/EA) of BEE shall be considered. <p>Experience:</p> <p>Relevant experience of 10 years or more as below:</p> <ul style="list-style-type: none"> a. Experience of National & State level policy implementation in India on Energy Efficiency, Emission reduction & Climate change. b. Must demonstrate the leadership and management of state policy implementation, coordination with Government officials and team. c. Experience in Energy Auditing is desirable d. Experience related to PAT activities/schemes of BEE is desirable

4.2	Project Associate (PA)	3	<p>Educational Qualification:</p> <ul style="list-style-type: none"> a. Graduate / Post Graduate or equivalent in Engineering from a recognized University or Institution in Electrical / Mechanical / Chemical / Production /Instrument Engineering from a recognized University or Institute b. Must be a full-time employee of the Retainer Consultancy Agency <p>Experience:</p> <p>Relevant experience of 2 years or more as below:</p> <ul style="list-style-type: none"> a. Related experience commensurate with the assignment, roles and responsibilities expected to be handled by the candidate specifically in the areas of Energy Efficiency, Emission reduction & Climate change. b. Working experience in Energy Auditing is desirable. c. Working experience in Energy Efficiency Projects d. Familiarity with low carbon technologies & projects on energy efficiency & emission reduction interventions e. Proficient communications skills in English f. Ability to work independently and as a team player in a multi-cultural environment g. Working knowledge of computers including MS Office package and related software
4.3	Project Associate (Economist)/ Statistician)	1	<p>Educational Qualification:</p> <ul style="list-style-type: none"> a. Post Graduation in Economics/Statistics/ Data Analysis from a recognized University or Institute b. Must be a full-time employee of the Retainer Consultancy Agency <p>Experience:</p>

			<p>Relevant experience of 5 years or more as below:</p> <ul style="list-style-type: none"> a. Minimum experience of 5 years which should include due diligence of projects & related experience commensurate with the assignment, roles and responsibilities expected to be handled by the candidate specifically in the areas of Energy Efficiency & Climate change. b. Experience in research paper writing, report writing, econometric modeling, financial modeling, etc of projects related to Energy efficiency or Renewable energy or Climate financing c. Data analysis & related analytical knowledge
4.4	Project Assistant (Finance)	1	<p>Educational Qualification:</p> <ul style="list-style-type: none"> a. MBA in Finance/ CA/CFA/ M.Com. from a recognized University or Institute b. Must be a full-time employee of the Retainer Consultancy Agency <p>Experience:</p> <p>Relevant experience of 2 years or more as below:</p> <ul style="list-style-type: none"> a. Minimum experience of 2 years which should include due diligence of projects & related experience commensurate with the assignment, roles and responsibilities expected to be handled by the candidate specifically in the areas of Energy Efficiency & Climate change. b. Experience in research paper writing, report writing, financial analysis of projects, assessment of financial

			<p>cash flows of projects related to Energy efficiency or Renewable energy or Climate financing</p> <p>c. Data analysis & related analytical knowledge</p>
4.5	Media Expert	1	<p>Educational Qualification:</p> <p>Experience:</p> <ul style="list-style-type: none"> ➤ Post Graduate in Mass Communication or equivalent having 5 years of experience in communication cell/division/unit of any technical organization. <p>(A mass com professional with engineering degree/diploma will be preferred)</p>

- CV of the team members is to be provided in the format as Form 4 (separate for each) signed and accepted by the person (scanned signature will not be considered). At least 2 CVs of proposed team members should be accompanied with the Technical bid for evaluation by BEE
- If any of the team leader/member is found involved in other projects of BEE or otherwise, the same will be treated as breach of contract terms and suitable action will be taken.
- If any of the team leader/member leaves the project before completion of the project the same is to be replaced by the person either with the person having similar or higher educational and Experience, within 10 (including non-working) days.
- On need basis, the requirement of number of experts in PMU may increase from 7 (seven) nos initially, which the agency shall provide on pro-rata basis on the same terms & conditions within a period of 15 working days.

5.0 Timeline

Engagement of PMU would initially be for a period of two years which may be extended for subsequent period of one more year (on yearly basis) upon satisfactory performance of PMU team.

6.0 Selection Process

6.1 Pre-Qualification Criteria

The Consultancy Agency interested in being considered for this task preferably shall fulfill the following criteria:

- Should be a Agency/firm /company registered/incorporated in India.
- Should have the work experience for not less than 10 (Ten) years in PAT scheme, Energy Efficiency, Emission reduction and climate change related activities in industries.
- Should have a minimum annual turnover of INR 5.0 Crores in the last three (3) years i.e., FY 2021-22, 2022-23, 2023-24.
- Should have been profitable for at least one (1) of the last two (2) years i.e., FY 2022-23 and 2023-24.
- Agency should not be black-listed by any Central / State Government / Public Sector Undertaking in India
- 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.
- JV/Consortium shall be permitted.

6.1.1 Conditions for Consortium

1. The agencies / firms may have the option to submit the proposal with other consortium partner. Consortium of not more than two agencies / firms may apply and agreement entered into by the consortium partner shall be submitted. Non-submission of agreement documents of the consortium partner will lead to disqualification. The organization submitting the proposal would be considered as the major one and would be contact point for BEE.
2. Consortium partner firms cannot bid separately if applied by their consortium. In case of any such discrepancy found, bid for the both consortium and firms will be rejected. The consortium partners should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The consortium partners should not have been black-listed by any Central / State Government or Public-Sector Undertakings. If at any stage of qualifying process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge, BEE shall have the

right to reject the proposal or terminate the contract, as the case may be, without any compensation to the consortium of agency / firms.

6.2 Preliminary Scrutiny

Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required process fee has been furnished, whether the documents have been properly signed, and whether the bids are in order, and whether the bidder meets all the pre-qualification criteria.

Proposals not conforming to these requirements will be rejected.

6.3 Evaluation of Proposals

6.3.1 Technical Evaluation

BEE will evaluate proposals and will give marks to all the successful bidders from preliminary scrutiny on the following basis:

Sl. No	Category	Max. Marks	Criteria
(i)	Turnover	10	a) Turnover less than Rs 5 crores: 0 Marks b) Turnover \geq Rs 5 crores & < Rs 10 crores: 5 Marks c) Turnover >Rs 10 crores: 10 Marks
PMU Team			
(ii)	Team Leader (No. of Projects)	15	No of projects related to experience mentioned in 4.1: between 2-3: 5 marks Between 4 -5: 10 Marks More than 5: 15 marks
(iii)	Project Associate (PA) (No. of Projects)	15	No of projects related to experience mentioned in 4.2: Between 2-3: 10 marks (for three person) More than 3: 15 marks (for three person)
(iv)	Project Associate (Economist/ Statistician)	10	No of projects related to experience mentioned in 4.3: Between 2-3: 5 marks (for three person) More than 3: 10 marks
(iv)	Project Assistant (Finance)	10	No of projects related to experience mentioned in 4.4: Between 2-3: 5 marks (for three person) More than 3: 10 marks
(v)	Media Expert	5	No of projects related to experience mentioned in 4.5: Between 2-3: 3 marks (for three person) More than 3: 5 marks
Agency/ Firm Experience & Manpower			
(vi)	Number projects similar to as mentioned in 3.0 & 6.1	20	Each Project will have 2.5 marks subject to maximum of 20 marks

(vii)	Skilled Employees on Roll of the company/agency	10	Manpower <15 nos: 0 marks Manpower >15<25 nos: 5 marks Manpower >25 nos: 10 marks
Approach & Methodology			
(viii)	Self-contained proposal on approach & methodology proposed to be followed as per the Scope of Work defined in Section 3.0 of this RfP	5	Average of marks from all the reviewers in the tender Committee (max 5 marks) (Subjective assessment)
TOTAL TECHNICAL SCORE		100	

Note: Only Bidders securing 70 marks will be qualified for the financial bid opening.

6.3.2 Financial evaluation criteria

Selection:

Financial bids of the agencies meeting the requirements of technical scores stated above, shall be opened and the selection of the Consultancy Agency will be evaluated on the 'Quality and Cost Based Selection'

6.3.3 Methodology.

Quality and Cost Based Selection, under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy percent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the Consultancy Agency shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = (C_{low} / C) * X + (T / T_{high}) * (1 - X)$$

where,

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids
T = the total Technical Score awarded to the Bid

Thigh = the Technical Score achieved by the Bid that was scored best among all responsive Bids
X = weightage for the Price as specified in the RfP

A committee will evaluate the above proposals (technical and financial) based on the qualifications specified below and as per clause 5.4.3 of the RfP:

- a) Past experience of carrying out the similar assignment inline to the detailed scope of work as mentioned in clause 5.3
- b) Approach & Methodology
- c) In case of a consortium, nos. of partner organizations should not be more than 2. The organization submitting the proposal would be considered as the major one and would be nodal contact point for BEE for all the matters related with this RfP

The separate sealed envelopes contain technical and financial proposals to be submitted:

To,

The Secretary,

Bureau of Energy Efficiency (Govt of India, Ministry of Power)

4th Floor, Sewa Bhawan, R. K. Puram, New Delhi.

Pin No.-110066

6.3.4 Other Important Terms & Conditions:

1. This is an open tender.
2. The work shall be carried out as per the finalized time schedule and requirements of BEE.
3. Any kind of deviation from any activities as stated under Section 3.0 (Scope of work) of this RfP without the knowledge and prior consent of BEE, will liable for no payment against the work allotted for the respective DC

6.3.5 Financial Proposal

1. Agencies / firms shall submit the financial bid, clearly indicating the total cost of service in both figure and words, in Indian INR. In the event of any difference between figures and words, the amount indicated in words will be taken in account. In the event of difference between the arithmetic total and the total shown in the financial proposal, the lower of the two shall be taken into account.
2. All the cost associated with the assignment shall be included in the financial proposal. These shall normally cover remuneration for all the personnel, accommodation etc.

The total amount indicated in the financial proposal shall be without any condition attached or subjected to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and liable to be rejected.

3. The financial proposal shall include GST. Further all payment shall be subjected to deduction of taxes at source as per applicable laws.

6.3.6 Award of Contract

After completing the tendering process & evaluation of the bids, 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.

Note: BEE has all the rights to change/rescind/cancel the tender at any stage before award of the contract to any bidder without any explanation.

7.0 Other Conditions

7.1 Procedure for Submission of Proposal

The Consultancy Agency should submit following documents:

- a. The Bidder must submit one original bid documents and one soft copy of the technical proposal documents (in searchable pdf form) duly signed by the authorized signatory of the Bidder.
- b. The technical proposal should be in a separate envelope super scribed with the wordings “Technical Proposal for “Hiring of Retainer Consultancy Agency to Setup Project Management Unit for National Mission for Enhanced Energy Efficiency (NMEEE) Programme of BEE”.
- c. One Hard Copy of Financial Proposal (in another separate sealed envelope), in ORIGINAL with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be super scribed with the wordings “**Financial Proposal for** “Hiring of Retainer Consultancy Agency to Setup Project Management Unit (PMU) for National Mission for Enhanced Energy Efficiency (NMEEE) programme of BEE”
- d. Demand Draft for the bid processing fees and EMD should be with ORIGINAL bid documents in separate envelope. The sealed envelope should be super scribed with the wordings **Bid processing Fee and EMD for** “Hiring of Retainer Consultancy Agency to setup Project Management Unit (PMU) for National Mission for Enhanced Energy Efficiency (NMEEE) programme of BEE” and name of Bidder Organization.

7.2 Cost of RfP

The Consultancy Agency shall bear all costs associated with the preparation and submission of its RfP, including cost of presentation for the purposes of clarification of the bid, if so desired by the purchaser. BEE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

7.3 Bid Processing Fee

All bids must be accompanied by a bid processing fee of ₹5,000 (Five Thousand Rupees 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” for applying for the task.

7.4. Earnest Money Deposit

An Earnest Money Deposit (EMD) of ₹3,00,000 (Three Lakhs Rupees only) is to be deposited by the bidders by way of Banker's Cheque/ Demand Draft drawn in favour of "Bureau of Energy Efficiency" payable at New Delhi. This should be enclosed in the same cover as that of the Technical Bid & super scribed with the wordings 'EMD' for "**Hiring of Retainer Consultancy Agency to Setup Project Management Unit (PMU) for PAT scheme**".

Note: MSME shall be exempted from submission of an EMD, provided a MSME registration certificate from Ministry of MSME is submitted. However, decision of the tender committee will be final in this regard.

7.4.1. EMD will not carry any interest.

7.4.2. EMD will be forfeited if:

- a) A bidder withdraws from the tender, or amends its tender, or impairs, or derogates from the tender in any respect within the validity period of his tender.
- b) A bidder having been notified of the acceptance of his tender by BEE during the period of its validity.
- c) Fails to furnish the performance security within the specified period for the due performance of the contract, or
- d) Fails or refuses to accept/execute the contract.

7.4.3. EMD submitted by the unsuccessful bidders would be returned without any interest on completion of the tender process, i.e., after award of the contract.

7.4.4. EMD of the successful bidder would be returned without any interest after receipt of the Performance Security as per the terms of the contract.

7.4.5. Bids received without EMD will be rejected.

7.5. Performance Security

The successful bidder would be required to deposit an amount equivalent to 5% of the value of the contract. This should be furnished through the Demand Draft in favour of "**Bureau of Energy Efficiency**", payable at Delhi. The Performance Security amount furnished by Demand Draft will be returned without interest within 60 days of completion of all obligation under the contract. The Performance Security will be returned after adjusting for penalties on account of deficiencies, if any, in the performance of the contract.

7.6 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.

7.7. Liquidated Damages

If the manpower provided by the hired agency for BEE's PMU, stationed at BEE or any other location designated by BEE for the purpose of this contract is found unavailable for more than 2 weeks in continuation in any quarter during the effective contract period. The agency hired shall attract Liquidated Damages at the rate 2.5% of the total cost of all resources per week subject to a maximum of 10% of the total contract value.

Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to BEE under the terms of the contract.

7.8. Contents of the RfP

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

7.9. Conflict of Interest

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

7.10. Language of Bids

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

7.11. Confidentiality

BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Consultancy Agency who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Consultancy Agency would be allowed to use the data or share the information with anyone else, except for the BEE.

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

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 (Consultancy Agency)

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

7.14. 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 Consultancy Agency, modify the RfP Document by an amendment. In order to provide prospective Consultancy Agency s reasonable time in which to take the amendment into account in preparing their bids, BEE may, at their discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the Invitation for RfP.

7.15. Documents Comprising the RfP

The proposal prepared by the Consultancy Agency shall comprise the following components:

- (i) Form 1: Letter Pro-forma
- (ii) Form 2: Minimum Eligibility
- (iii) Form 3: Team Composition
- (iv) Form 4: CV of PMU team members
- (v) Form 5: List of Projects implemented by the bidder organization
- (vi) Form 6: Prior Experience
- (vii) Form 7: Comments and Suggestions
- (viii) Form 8: Approach and Methodology
- (ix) Form 9: Declaration Letter
- (x) Bid processing fee of ₹5,000 (Five Thousand Rupees only)
- (xi) Earnest Money Deposit (EMD) of ₹3,00,000 (Three Lakhs Rupees only)
- (xii) Financial Proposal (in separate sealed envelope)

7.16. Power of Attorney

Registered Power of Attorney executed by the Consultancy 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.

BEE shall not be responsible for non-receipt / non-delivery of the RfP due to any reason whatsoever.

Consultancy Agency s are advised to study the RfP document carefully. Submission of RfP shall be deemed to have been done after careful study and examination of the RfP document with full understanding of its implications.

7.17. Force Majeure

In the event of either BEE or the selected bidder being rendered unable to perform any obligation under the contract on account of Force Majeure, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause exists. The term "Force Majeure" shall mean acts of God, war, civil riots, fire, flood, etc. directly affecting the performance of the contract. Upon the occurrence of such cause, and upon its termination, the party alleging that it has been rendered unable as aforesaid

shall notify the other party in writing the beginning of the cause amounting to Force Majeure, as also the ending of the said cause, by giving notice to the other party within 72 hours of the ending of the cause. The time for delivery of the obligations suspended under Force Majeure shall then stand extended by the period for which such cause exists. If deliverables under the contract are suspended by Force Majeure conditions, lasting for more than two months, BEE shall have the option of cancelling the contract in whole or part at its sole discretion without any liability on its part.

7.19. Contract Agreement

The successful Bidder shall be required to execute a contract Agreement with BEE as per Performa with his document on non-judicial stamp paper of Rs.100/- (Rupees One Hundred Only) within fifteen days of issue of Letter of Intent / Work Order. The cost of stamp paper shall be borne by the successful Bidder. Format for the contract will be shared to the successful bidder after acceptance of LoA by the bidder and submission of Performance Security amount.

7.20. Termination of Contract

If BEE considers that the performance of the bidder is unsatisfactory, or not up to the expected standard, BEE shall notify the bidder in writing and specify in detail the cause of such dissatisfaction. BEE shall have the option to invoke the Performance Security and / or to terminate the contract by giving 30 days' notice in writing to the bidder if he fails to comply with the requisitions contained in the said written notice issued by BEE.

7.20. IT Infrastructure for deputed manpower at BEE office

All the electronic gadgets like Laptops, Printers, Scanners or other IT related hardware and software as per requirement shall be borne by the agency.

8.0 Terms of Payment

The agency shall provide quarterly reports detailing support provided by them to BEE for the mentioned duration. The agency shall raise invoice on quarterly basis along with this report for seeking payments.

The PMU agency have to quote a fixed Monthly retainership fees in the Financial Proposal for providing PMU Services. The PMU agency is required to quote monthly rate for all manpower & other resources collectively (as in Format 9.11 of Financial proposal). Completion of Contractual formalities by the Agency/firm would be an essential requirement for claiming any payment. The Agency/firm shall be entitled to get payment on quarterly basis.

Travelling, Boarding & Lodging expenses, for outstation travel (i.e., outside N.Delhi), shall be reimbursed by BEE to the PMU agency separately on quarterly basis for the persons required to travel, as mentioned below:

- a). **Travel as per actual (for out of station travel)**-May travel by rail in AC 2-tier, or by any cheapest airline in economy class. Local conveyance i.e., to & from airport/railway station/ place of stay to the outstation destination will also be reimbursed subject to such ceiling.
- b). **Lodging & Boarding-** Re-imbursement of single room rent on actual basis, including Per-Diem TA/DA, subject to a maximum of Rs 3500/-per day for the team members described in 4.2-4.5 of clause 4.0 & Rs 5000/- per day for Team Leader as described in 4.1 of clause 4.0 (all-inclusive namely, rent, boarding, Per-Diem/ TA/DA, taxes etc.)

***Note:** BEE shall process the payment after the receipt of the invoice at the end of each quarter. However, the work schedule shall be adhered and shall not be affected due to payment related process. GST will be paid extra as per the rules of Government of India and should be cleanly spelt in the financial bid.

9. Forms to be submitted

RfP is to be submitted in the following format along with the necessary documents as listed. The RfP shall be liable for rejection in the absence of requisite supporting documents. RfP should provide information against each of the applicable requirements. In absence of the same, the RfP shall be liable for rejection.

9.1. Form 1: Letter Pro-forma

To

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

Sub: Hiring of Retainer Consultancy Agency to Setup Project Management Unit (PMU)
for NMEEE programme of BEE

Sir/ Madam,

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

Our correspondence details are:

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

We have enclosed the following:

- Form 1: Letter Pro-forma
- Form 2: Minimum Eligibility
- Form 3: Team Composition
- Form 4: CV of PMU team members
- Form 5: List of Projects implemented by the bidder organization
- Form 6: Prior Experience
- Form 7: Comments and Suggestions
- Form 8: Approach and Methodology

- Form 9: Declaration Letter
- Bid processing fee of ₹5,000 (Five Thousand Rupees only)
- Earnest Money Deposit (EMD) of ₹3,00,000 (Three Lakhs Rupees only)
- Financial Proposal (in separate sealed envelope)
- Notarized Power of Attorney executed by the agency in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP.

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

Thanking you,

Yours faithfully

(Authorized Signature of the Agency)

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

Witness		Consultancy Agency	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.2. Form 2: Minimum Eligibility

1	Name of Agency/firm/ Company			
2	Year of Registration/ Incorporation			
3	Year of Registration/ Incorporation in India*			
4	Number of Employees in India as on March 31, 2020			
		FY 2021-22	FY 2022-23	FY 2023-24
5	Annual Turnover from Consultancy Services**			
6	Annual Profits **			

* Enclose a copy of Registration document

**Enclose a copy of Audited Financial Statement

Witness:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.3. Form 3: Team Composition (PMU)

S. No	Name of Person	Role (Team Leader/ Project Associate) ¹	Year of relevant experience ²	List of projects (as mentioned in 4.1, 4.2) ³ As applicable	List of other relevant projects ⁴	Signature of the person ⁵ (Digital/Physical)
				1. 2.	1. 2.	
				1. 2.	1. 2.	

¹Role of the person in this project

² Year of relevant experience and same should also be depicted in the attached resume of the person.

³ List of projects related to 4.1 to 4.5 (as the case may be) and same should be depicted in the attached CV of the person

⁴ List of projects related to road transport & urban planning and same should be depicted in the attached CV of the person

⁵ Signature should be original and signed in ink by all team members and also attach self-attested copy of PAN card/Passport etc. for verification of signature. Bid will be rejected, if signatures are not valid/not signed in original.

9.5. Form 4: CV of Team Members

Provide CVs of the proposed team for undertaking the current assignment. The CVs to be included in the following format:

FORMAT

1. Name:
2. Proposed Position (in PMU):
3. Name of Agency/firm:
4. Date of Birth:
5. Nationality:
6. Education (In Reverse Chronology):

Name of Degree	Year	Name of Institution

7. Membership of Professional Associations:
8. Other Training:
9. Total relevant Work Experience (YY:MM)

10. Languages

Language	Speak	Read	Read

11. Employment Record (in chronological order starting from current organization):

Agency/firm /Organization	From - To	Designation/Role in project

12. Projects undertaken

Name of Project	Role in the project	Duration (From - To)	Organization Name	Relevant to technical evaluation as the case may be	Details of the Assignment

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name, Signature and designation of authorized representative:

9.6. Form 5: List of Projects implemented by the bidder Organization

Type of Projects	List of Projects
Projects related to 4.1 in India	1. 2. 3.
International Experience of similar experience	1. 2.
Any Other relevant Project	1. 2.

Details of all above mentioned these project shall be shown in Form 6 (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/copies of paid invoices (of 80% of project cost) along with work order for these projects. Non availability of such document may lead to rejection of bid/contract at any stage of the project.

9.7. Form 6: Prior Experience

[Please indicate at least minimum requirement of assignment directly related to the experience as specified in this document. List of other similar assignments / studies Agency/firm feel is important may be furnished in a separate sheet mentioning name of the assignments, year, approx. Value in INR of work etc.]

Name of Consulting Agency/firm:	
Assignment/job name:	
Nature of Assignment:	
Description of Project	
Approx. value of the contract (in Rupees):	
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 Agency/firm under the contract (in INR):	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultancy Agency's, if any:	
No of professional staff-months provided by associated Consultancy Agency's:	
Name of senior professional staff of your Agency/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:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.8. Form 7: Comments and Suggestions

[Suggest and justify here any modifications or improvement to the scope of work, tasks to be performed, timeline, deliverables, payment terms etc. to improve performance in carrying out the Assignment. The Consultancy 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:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.9. Form 8: Approach and Methodology

[Explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the 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]

Witness:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.10. Form 9: Declaration Form

Declaration Letter on official letter head stating the following:

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

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

Witness:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.11. Format for Financial Proposal

(Should be sealed separately from technical proposal and super scribed **Financial Proposal** for “Hiring of Retainer Consultancy Agency to setup Project Management Unit (PMU) for NMEEE programme of BEE”

[Location, Date]

FROM: (Name of Agency/firm)

TO

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

Sub: “Hiring of Retainer Consultancy Agency to Setup Project Management Unit (PMU) for NMEEE programme of BEE”

Sir/ Madam,

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.

Our attached Financial Proposal is for “Hiring of Retainer Consultancy Agency to Setup Project Management Unit (PMU) for NMEEE programme of BEE” is as below:

SI No	Description	No. of persons	Monthly retainership fee per person including other resources (Rs in figures)	Monthly retainership fee per person including other resources (Rs in words)
1	Team Leader	01		
2	Project Associate (PA)	03		
3	Project Associate (Economist / Statistician)	01		

4	Project Assistant	01		
5	Media Expert	01		
TOTAL	Manpower	07		

Grand Total (Rs).....[Amount in words and figures] (Monthly retainership fee for all Manpower & other resources collectively).

** Financial quote should be inclusive of all taxes(GST) levies and duties as applicable on the last date of submission of bids, any non-compliance will liable for rejection of the bid. Each Stage of payment will be released on submission of the deliverables as mentioned.*

Our financial proposal shall be binding upon us subject to the modifications resulting from Pre-bid, and are valid up to 4 years from the date of opening of financial bids.

We confirm that, contract may be cancelled at any stage by Bureau of Energy Efficiency without giving any reason and will be completely binding on us. We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Yours sincerely,

Authorized Signature

Name and Title of Signatory

Name of the Agency/firm

Seal

9.12 Format for Integrity Pact

Integrity Pact

(Refer clause 7.6 of the RfP Document)

(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 _____ [designiation 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 _____ [designiation of the Authorised Signatory] (hereinafter referred to as the "**Bidder/ Contractor/ Consultancy Agency/ 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/ Consultancy Agency/ 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/ Consultancy Agency/ 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/ Consultancy Agency/ Vendor

The Bidder/ Contractor/ Consultancy Agency/ 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/ Consultancy Agency / Vendor will not directly or through any other person or Agency/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/ Consultancy Agency / 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/ Consultancy Agency / Vendor will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts. Further, the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / Vendor of a foreign origin shall disclose the name and address of its Agents/ Representatives in India, if any. Similarly, the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / Vendor. Also all the payments made to the Indian Agent / Representative have to be in Indian Rupees only.
- (e) The Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / Vendor from the tender process.
- (2) If the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / Vendor shall be final and binding on the Bidder/ Contractor/ Consultancy Agency / Vendor, however, the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / Vendor could be revoked by the Principal if the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency's/ Vendor's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Consultancy Agency / 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/ Consultancy Agency's/ Vendors/ Subcontractors

- (1) The Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency s 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/ Consultancy Agency / Vendor/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Consultancy Agency / Vendor or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / Vendor. The Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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)
(Office Seal)
Place _____ Date _____

(For & on behalf of Bidder/Contractor)
(Office Seal)

Witness 1:
(Name & Address)
Witness 2:
(Name & Address)

Witness 1:
(Name & Address)
Witness 2:
(Name & Address)