



Bureau of Energy Efficiency (BEE)
Government of India, Ministry of Power

Request for Proposal (RfP)
for
Engagement of Agency
to
Support BEE
For
National Energy Conservation Awards 2024 (NECA 2024)
&
National Painting Competition on Energy Conservation 2024

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1.0 LETTER OF INVITATION

The Bureau of Energy Efficiency (BEE) invites Request for Proposal (RfP) (Technical & Financial Bids) from interested and technically qualified agencies for “**Supporting BEE for National Energy Conservation Awards 2024 and National Painting Competition on Energy Conservation Awards 2024**”.”

BEE reserves the right to modify, amend, supplement or cancel this RfP document, without assigning any reason.

While this RfP document has been prepared in good faith, neither BEE nor their employees make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP document, even if any loss or damage is caused by any act or omission on their part.

Sd/-
Secretary, BEE

2.0 GENERAL INFORMATION

Pre-bid meeting	The pre-bid meeting will be held in the Conference Room, BEE, 4th Floor, Sewa Bhawan, R. K. Puram, New Delhi – 110066. (Intended agency to nominate a maximum 02 persons for the meeting & provide their name, designation, mobile number, and email address by 1700 hours at least 2 days before the pre-bid meeting to Shri Rahul Joshi, Project Engineer, BEE for the arrangement of passes)
Contact person for queries/clarification	Shri Rahul Joshi, Project Engineer Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Tel No.: +91-11-26766819 Email: rahul.joshi@beeindia.gov.in
Type of proposal required	Technical & Financial
Proposal submission language	English
Bid validity period	120 days after the last date of bid submission
Earnest Money Deposit (EMD)	₹1,70,000/- Bidders registered under MSME are exempted from depositing EMD as defined in the MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME)
Performance Security	5% of Contract Value (Performance security should remain valid for 60 days beyond the date of completion of all contractual obligations. It should be in the form of an Account Payee Demand Draft or Bank Guarantee from a Commercial Bank or Online Payment)

3.0 BACKGROUND INFORMATION

3.1 Energy Conservation Act, 2001

The Energy Conservation Act, 2001 (EC Act) forms the core of the legal framework put in place by Govt. of India to promote energy efficiency and conservation. EC Act came into force with effect from March 1, 2002.

3.2 About BEE

The Government of India set up Bureau of Energy Efficiency (BEE) (www.beeindia.gov.in) on 1st March 2002 under the provisions of the EC Act, 2001. The mission of the BEE 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 energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in the industries, building, transport, institutions and appliances sectors.

3.3 National Energy Conservation Awards (NECA)

NECA has been one of the important endeavours under the awareness and outreach programme. To raise awareness of energy efficiency and its conservation, the BEE, under the guidance of the Ministry of Power, recognizes and encourages endeavours of industrial units, institutions and establishments in reducing energy consumption by felicitating them with Energy Conservation Awards on the occasion of National Energy Conservation Day, celebrated on 14th December every year.

The awards were given for the first time on December 14, 1991, which was declared as the 'National Energy Conservation Day'. Since then, the National Energy Conservation Awards (NECA) has been attracting the attention of all the stakeholders and has witnessed increasing participation levels year after year. These awards are presented on EC day by eminent dignitaries and highest functionaries such as the Hon'ble President, Hon'ble Prime Minister, Hon'ble Union Minister of Power, etc.

3.4 National Painting Competition on Energy Conservation

In an endeavour to bring cognizance to energy conservation at the grass route level, the Ministry of Power has launched the National Awareness Campaign in the country. Painting competitions for students at the School, State and National levels have been included as one of the activities of the campaign, which would not only make the students aware of the need to conserve energy but at the same time would educate and involve their parents as well in the above cause.

The competition aims to motivate children towards thinking about energy conservation and offers them a chance to explore their creativity. The competition is held for two groups: Group "A" consisting of students of classes of 5th, 6th and 7th Standards and Group "B" consisting of students of classes of 8th, 9th and 10th standards. The National level winners are felicitated on National Energy Conservation Day every year by eminent dignitaries.

4.0 SCOPE OF WORK

The overall objective is to hire a technically qualified agency to support BEE in organizing the NECA 2024 and the National Painting Competition on Energy Conservation. The broad scope of work as stated below:

1. A tentative list of categories/sectors for NECA 2024 is as follows:

CATEGORY – INDUSTRIES (SECTOR)	
SR. NO.	
1	Cement
2	Chlor-Alkali
3	Drug & Pharmaceuticals
4	Food processing
5	Glass
6	Iron
7	Paper & Pulp

8	Plastic
9	Tyre
10	Tea
CATEGORY – TRANSPORT (SECTOR)	
1	Zonal Railways
2	Aviation
CATEGORY – BUILDINGS (SECTOR)	
1	Hotels
2	Hospitals
3	Shopping Malls
4	Airports
CATEGORY – INSTITUTIONS (SECTOR)	
1	State Level Performance Award
2	Electricity Distribution Companies (DISCOM)
CATEGORY – APPLIANCES	
1	Energy Efficient Appliances (Ceiling Fans, LED Bulbs, Refrigerators, Deep Freezers, Distribution Transformers)
CATEGORY – INNOVATION AWARDS FOR PROFESSIONALS	
1	Industry
2	Building
3	Transport
4	Students and Research Scholars

2. The agency shall be responsible for assisting in re-designing the existing application forms and implementing NECA 2024 for ease of submission and increase in participation.
3. Agency shall coordinate with IT section of BEE for matters related portals of NECA & Painting Competition. If required, they shall support BEE to coordinate with the Ministry of Home Affairs, Govt. of India, for inclusion of the said portals in the Rashtriya Puraskar portal.
4. The agency shall study, understand, and analyze the existing schemes of NECA and the Painting Competition to provide suggestions to enhance the outreach of the programme and increase participation.
5. The agency shall develop a media strategy, including a media plan and its implementation by the agency, consisting of the development of overall communication & creative strategy for promoting NECA and Painting Competition. The cost of implementation shall be borne by the agency.
6. The agency shall do the preliminary scrutiny of the applications received for their technical correctness. If there is any error/discrepancy, the agency shall connect with the applicant for clarification, updating, etc.
7. The agency shall prepare preliminary evaluation reports of the applications as per the format provided by BEE for scrutiny.
8. The agency shall provide the application forms and evaluation reports to the concerned Evaluation Agencies/Committees and coordinate with them for short-listing of awardees. This would include but is not limited to, visiting the Evaluation Agencies and supporting them in data analysis, generation of reports, etc. in case of NECA.
9. The agency shall propose a suitable jury for the evaluation of the “Innovation Awards for Professionals” and National Painting Competition and coordinate with them for evaluation.
10. The agency shall create a database of CBSE/ICSE affiliated schools outside the country and facilitate their participation in the Painting Competition.
11. The potential participants for the awards must be reached through phone, email and social media. A detailed tracker of participants contacted for different programmes, along with their mode of communication & their responses should be made available in a suitable format preferably in the form of a dashboard.
12. At least 04 nos. of webinars, for each sector, must be organized for explaining the process of submitting applications and answering queries. No additional cost will be given for organizing webinars.
13. The agency shall nominate suitable team members for conducting the webinar as per approval from

BEE. The webinar shall be hosted on a professional platform, the licensing of such platform will be in the agency's scope and no additional cost will be given. Also, no additional cost would be given for sending bulk emails/messages or using communication servers.

14. The Company shall be responsible for the overall management and conduct of all of the events for activities. The implementation will include, but is not limited to:
 - a. Facilitate the development of FAQs, presentations, etc.
 - b. Assist the IT team of BEE in updating the portals.
 - c. Meetings related to NECA and Painting Competition for finalization of awards.
 - d. Facilitate event management, media coverage, etc.
 - e. Facilitate the conduct of the Award Function.
 - f. Detailed Reports of the events i.e., NECA, Painting Competition.
 - g. Any other work assigned by BEE for the above events.
15. The agency must design an e-award book for the NECA & Painting Competition 2024, containing profiles of awards including best practices adopted for energy efficiency and conservation and paintings of National winners.
16. The agency shall coordinate with representatives of the awardees to compile their profile for the award book and the award function.
17. After the conclusion of NECA, the agency must submit all the related data in soft copy, two sets, preferably in 2TB Hard Discs, with the make approved by BEE.
18. The agency shall Design and Print Certificates, Invitation Cards and Paintings with Frames as follows:
 - a. The certificates (bilingual), approx. 100 Nos. (+/- 10%), along with cover jackets to be awarded to the awardees shall be printed by the agency.
 - b. The agency shall print invitation cards (approximately 6000 nos., +/- 10%). The colour combination of the invitation cards in different categories, namely VIPs, Awardees and Guests (along with Parking stickers) would be different and shall be provided by BEE.
 - c. The quality of the paper to be used, should conform to the following at the minimum:

Sr. No.	Document	Color	Paper Quality / GSM / Size
1	Certificates	Multi	300 gsm Indian art card, A4 size
2	Invitation Cards		300 gsm Indian art card
3	Invitation Card Envelopes		135 gsm
4	Self-Adhesive Car Parking Labels		135 gsm

- d. Samples of certificates, jackets, envelopes and parking labels shall be provided by BEE.
- e. The agency shall be responsible for printing & framing high-resolution paintings of 1st, 2nd & 3rd prize winners of the National Painting Competition of each group (25 nos. +/- 10%).
- f. The paintings should be on A3 size, 300 gsm, Indian art card, in 18" X 24" wooden frames with glass & mounting.
- g. Since the paintings are to be presented to high-level dignitaries and senior officials, these should be framed in high-quality materials. Samples of such paints and frames shall be provided by BEE.

5.0 TENTATIVE TIMELINE

Sr. No.	Deliverables	Timeline (Week)
1.	Letter of Award (T0)	---
2.	Kick-off meeting (T1)	T0 + 1
3.	Meeting of Technical Committee (T2)	T1 + 2
4.	Inviting applications for Awards (T3)	T2 + 8
5.	Preliminary scrutiny of applications (T4)	T3 + 2
6.	Evaluation by Technical Committee / Jury (T5)	T4 + 2
7.	Meeting of Technical Committee (T6)	T5 + 1
8.	Meeting of Award Committee (T7)	T6 + 2
9.	Facilitate Award Function	14.12.2024
10.	Submission of final report	30.01.2025

6.0 PAYMENT TERMS

- (1) It is imperative for the agency to meet the minimum number of valid participants in each category, as stated below:

INDUSTRY	MINIMUM VALID PARTICIPATION (NOS.)
Cement	65
Chlor-Alkali	15
Drug & Pharmaceuticals	15
Food Processing	10
Glass	10
Iron	10
Paper & Pulp	20
Plastic	15
Tyre	10
Tea	10
TRANSPORT	
Aviation	05
BUILDINGS	
Hotels	20
Hospitals	45
Shopping Malls	25
Airports	10
INSTITUTIONS	
DISCOMS	25
INNOVATION AWARDS FOR PROFESSIONALS	
Industry	170
Building	15
Transport	10
Students and Research Scholars	35

- (2) Any decrease in the number of minimum valid participants will invite a penalty. The penalty will be calculated (Category-wise) as follows:
- $X\% = (\text{No. of target valid participants} - \text{No. of actual valid participants}) / (\text{No. of target valid participants}) \times 100$
 - Penalty = X% of NECA 2024 facilitation charges
- (3) The penalty amounts will be deducted from the Performance Security / Final payment.
- (4) The agency shall raise the invoice in favour of "The Secretary, Bureau of Energy Efficiency"
- (5) The payment may be considered, after deductions if any, on receipt of invoice from the agency on completion of deliverables & acceptance as stated below:

Deliverable as per section 5.0	% of order value
02 and Mobilization advance on submission of Bank Guarantee of Equivalent Amount	10
03 – 09	50
10	40

- (6) Deductions for non-deliverables shall be decided by the competent authority of BEE and shall be binding on the Association.

7.0 ELIGIBILITY CRITERIA

- (1) The bidder should be a National level industry body/Chamber with a minimum of 500 nos. registered members.
- (2) Joint Ventures & Consortiums can be formed. However, the eligibility criteria have to be met by the Lead Firm and work would be awarded to the Lead Firm. The Lead Firm would

be responsible for the assignment. Other criteria like work experience may be added along with other partners in the consortium.

- (3) The bidder's average turnover must be a minimum ₹3.00 crores over the three Financial Years i.e., 2021-22, 2022-23 and 2023-24.
- (4) The bidder must have a minimum of 10 years of working experience with industries preferably in the area of energy efficiency and conservation.
- (5) The bidder shall provide a team of a minimum 05 skilled manpower for the entire duration of the work, having below stated qualifications & experience with good communication skills:
 - a. 01 No. BEE-certified Energy Auditor (**Team Leader**)
BE / BTech with a minimum of 10 years' experience in energy audits.
 - b. 03 No. BEE-certified Energy Manager
 - c. BE / BTech with a minimum of 5 years' experience in the energy sector.
 - d. 01 No. IT Expert
 - e. BE / BTech in Information Technology or Computer Science with a minimum of 5 years' experience in the design and development of dynamic portals, preferably in DOT Net. Experience should be demonstrated through similar portals and the extent to which the developer was involved should be highlighted in the resume.
- (6) The team shall be full-time available at BEE's discretion in BEE's office till the completion of the work. No change in team members is permitted without the permission of BEE.
- (7) The team shall have their own desktops/laptops & internet devices.
- (8) The bidder must be registered with Goods and Services Tax (GST).
- (9) The bidder must not have been blacklisted by any Central / State Government institutions/departments / PSUs and there has been no litigation with any Government department on account of services. The proposal will be rejected straightway without assigning any reasons if the bidder is involved in any criminal cases, or declared blacklisted by any Govt. /Semi govt. department/agencies, etc.
- (10) The bidder should have a setup / Support Center in Delhi / NCR.
- (11) Bidder must be registered with Goods and Services Tax (GST).

8.0 INSTRUCTIONS & OTHER TERMS AND CONDITIONS

- (i) Preliminary scrutiny of the proposal will be made to determine whether the applications are complete and whether the qualifying documents are submitted and in order and have been properly signed and stamped. Proposals not conforming to such preliminary requirements will be rejected prima facie.
- (ii) The bidder shall properly align all the required documents and mark page numbers.
- (iii) All copies of certificates/documents required as per the RfP should be signed and stamped.
- (iv) The work shall be constantly reviewed during its development. Any defects found during review shall be fixed to the satisfaction of BEE.
- (v) The deputed team will report at BEE Office on all working days and if required, on holidays.
- (vi) The successful agency will have to enter a Contract Agreement on ₹100/- non-judicial stamp paper within 10 days after receiving of work order.
- (vii) In case the bidder who has been awarded the work refuses to accept the work issued by the BEE or fails to respond to the work order by BEE in decided time or backs out after acceptance, then action would be taken as deemed fit, including forfeiture of EMD (if submitted) and/or Performance Security.
- (viii) If the bidder violates any of the conditions prescribed in the RfP document & contract agreement, the EMD / Performance Security shall be forfeited.
- (ix) EMD of unsuccessful bidders shall be returned within 30 days after the award of the contract. EMD of the successful bidder shall be returned on receipt of Performance Security.
- (x) No interest will be payable by BEE on EMD / Performance Security.
- (xi) The successful agency will have to submit the Performance Security within 10 days after receiving of work order. The Performance Security shall be returned on completion of all contractual obligations to the satisfaction of BEE. Performance security should remain valid for 60 days beyond the date of completion of all contractual obligations. No interest shall be payable by BEE on Performance Security.

- (xii) To ensure transparency, equity and competitiveness in public procurement, as mandated by the Central Vigilance Commission, as a part of this RfP document, an Integrity Pact is required to be furnished by the bidder as an essential preliminary qualification requirement under this RfP.
- (xiii) An Integrity Pact, as per the format stated in the RfP document, shall be duly signed and sealed by the authorized signatory of the bidder and submitted as a part of the Technical Proposal. If the bidder is a Joint Venture or Consortium, then this Pact must be signed by all partners or members.
- (xiv) The Integrity Pact shall be read as an integral part and parcel of the RfP document. The Integrity Pact shall be operative from the date it is signed by both the Parties till the completion of the contract.
- (xv) In case the Agency who has been awarded the contract refuses to accept the contract issued by the BEE or fails to respond to the letter of award of work in 10 days or backs out after acceptance or violates any of the conditions prescribed in RfP document, then they will be suspended for one year and/or other action as decided by the competent authority of BEE.
- (xvi) If the successful bidder is found performing the work as stated in the work order not to the satisfaction of BEE, it shall be lawful for BEE, at its discretion, to remove or withhold any part of the work until it is found satisfactory or cancel the contract and/or take suitable action and forfeit the performance security. The BEE reserves the right to deduct/withhold an amount from the contract amount and/or forfeit performance security for deficiency/incomplete services & the amount shall be decided by the competent authority of the BEE.
- (xvii) BEE has the right to cancel/modify the RfP at any stage of the engagement process without any claim or reason for its action to be given.
- (xviii) In case of any dispute during the process of engagement or work, the decision of DG, BEE will be considered final.
- (xix) Acceptance of the proposal rests with BEE. No reasons will be given for acceptance or rejection of the proposal.
- (xx) All other terms and conditions specified in the RfP, Agreement & Minutes of Meetings (If any), shall be applicable.

9.0 DEFINITION OF TERMS

- (i) "BEE" means the Bureau of Energy Efficiency (BEE), a statutory body under the Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066 and shall include their legal representatives, successors and assigns.
- (ii) The "Agency" shall mean the Agency whose both technical and price bid will be accepted by the BEE for the award of the Work and shall include such successful Agency's legal representatives, successors and permitted assignees.
- (iii) The term "Contract Price" shall mean the lump-sum firm price quoted by the agency in his bid with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of Work.
- (iv) "Date of Contract" shall mean the date on which notification of award of contract/letter of award has been issued.
- (v) "Work" shall be as per the agreed scope defined in the contract.

10.0 CONFLICT OF INTEREST

The agency that is selected for the work will have to maintain the confidentiality of the information compiled. In no case, the agency would be allowed to use the data or share the information with anyone else, except for the BEE. The BEE shall hold the copyrights over any of the data collected or compiled during the awards.

11.0 AMENDMENTS TO RFP

At any time before the last date for receipt of bids, BEE, may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Agency, modify the RfP document by an amendment. To provide prospective bidders a reasonable time in which to take the amendment into account in preparing their bids, BEE may, at its 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.

12.0 RESOLUTION OF DISPUTES

- (i) BEE and the agency shall make an effort to resolve amicably by direct informal negotiations on any disagreement or dispute arising in connection with the contract.
- (ii) The decision of the Director General (DG), BEE, shall be final and binding on both parties.

- (iii) For any arbitration proceedings, they shall be held in Delhi.
- (iv) The laws applicable to the contract shall be the laws in force in India. The courts of Delhi only shall have exclusive jurisdiction in all matters arising under this contract.

13.0 FORCE MAJEURE

Shall mean and be limited to the following:

War/hostilities, Riot or Civil commotion, Earthquake, flood, tempest, lightning or other natural physical disaster, restrictions imposed by the Government or other statutory bodies which prevent or delay the execution of the contract by the agency.

In the event of any force majeure cause, agency or 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 the agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist. The agency shall at all times, indemnify and keep indemnified, 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 consultant or any JV partner or sub-contractor, and/or the servants or agents of the consultant, or any other JV partner or any sub-contractor and/or of the BEE).

14.0 DISCLAIMER

BEE and/or its officers, and 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.

15.0 TECHNICAL BID DOCUMENTS

The technical bid document shall include the following forms

Format 1: Covering Letter from Agency

Format 2: Document Index

Format 3: Agency Details

Format 4: Work Experience

Format 5: Undertaking for Integrity Pact

Format 6: Integrity Pact

Format 7: Declaration

Format 1: COVERING LETTER

(On Agency's Letterhead)

To,
Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan
R.K. Puram, New Delhi – 110 066.

Subject: **Engagement of Agency to Support BEE for National Energy Conservation Awards 2024 (NECA 2024) and National Painting Competition on Energy Conservation 2024**

I/We, the undersigned, having read and examined in detail all the RfP documents, do hereby express interest in providing our services as specified in the scope of work.

I/We have submitted the supporting documents in the desired formats with their relevant documents.

I/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

Date: (Signature)
Place: (Name of Authorized Person & Designation)
..... (Agency Seal)

Format 2: DOCUMENT INDEX

Sr. No.	Requirement	Documentary Evidence Provided	Page No.
1	Bidder should be a National level industry body/Chamber with a minimum of 500 nos. registered members.	<ul style="list-style-type: none">• A Certificate by an authorized signatory on letterhead certifying active members supported with documentary proof such as an abstract of Annual Report / Accounts mentioning Annual Subscription fees by members, etc.	
2	Bidder's average turnover must be a minimum ₹3.00 crores over the three Financial Years i.e., 2021-22, 2022-23 and 2023-24.	<ul style="list-style-type: none">• Copy of CA certificate & audited balance sheet.• Self-certificate shall not be accepted and the bidder will be disqualified	
3	Minimum of 10 years of working experience with industries preferably in the area of energy efficiency and conservation	<ul style="list-style-type: none">• Copy of the Work Order / Supporting Documents preferably with completion certificates	
4	Team Composition	<ul style="list-style-type: none">• CVs of the manpower with supporting documents for their required credentials	
5	EMD Exemption	Copy of certificate from the appropriate authority	
6	Undertaking for Integrity Pact	As per format	
7	Integrity Pact	As per format	
8	Declaration	As per format	

Format 3: BIDDERS DETAILS

Name of the Organization	
Details of the Organization	<ul style="list-style-type: none">• Address of the Registered Office:• Website:
Information about organization	<ul style="list-style-type: none">• Year of Establishment:• Status of the Organization: Public Ltd./ Private Ltd./LLP/Registered Society/Others• Locations of all registered Offices (within India)• Locations of all registered Offices (outside India)
Name and designation of the authorized person to communicate with BEE regarding the RfP	<ul style="list-style-type: none">• Name• Designation• E-mail• Mobile Number

Format 4: WORK EXPERIENCE

(Details of work experience should be provided in the following format along with supporting documents)

Name of Bidder		
Name of Work		
Client Name with Address		
Start Date of Project (MM/YY)	End Date of Project (MM/YY)	Work Order Amount (₹ Lacs)
Brief description of the project		

Please note that the bidder should provide experience details as per the eligibility criteria with relevant documents. Based on the review of the details, if in the view of BEE, the experience details do not meet the requirements of BEE, that project/assignment will not be considered for evaluation and no reason shall be given for the rejection. Hence, the bidder should ensure details of the project/assignment are clear and easy to comprehend.

Format 5: UNDERTAKING FOR INTEGRITY PACT
(Clearly Typed on Agency Letter head)

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

Subject: **RfP for Engagement of Agency to Support BEE for National Energy Conservation Awards 2024 (NECA 2024) and National Painting Competition on Energy Conservation 2024**

Dear Sir,

I/We have taken note of the Integrity Pact of the above-stated RfP. I/We understand that only those agencies who commit themselves to such a Pact with BEE would be considered competent to participate in the bidding process; signing the Integrity Pact and furnishing the same as a part of our intent is an essential preliminary qualification requirement.

I/ We understand that the Integrity Pact shall be read as an integral part and parcel of the RfP document and Contract/Agreement to be signed between the successful Agency and BEE and I/We undertake to remain bound by its provisions.

Any violation of the same at any stage i.e., during the bidding process and/or during the contract execution stage, would entail disqualification of the Agency and exclusion from future business dealings.

I/We hereby confirm and undertake that in the event I/We commit any violation of the Integrity Pact at any stage, it would entail disqualification of the Agency from the bidding process and if the work has been awarded to me/us, then it would lead to the cancellation of the letter of award and termination of our Contract/Agreement with BEE, and my/our exclusion from future business dealings with BEE as per the existing provisions of GFR 2017, Prevention of Corruption Act, 1988 and other financial rules/guidelines as may apply to BEE.

I / We further certify that I/we am/are competent and authorized to give this undertaking on behalf of _____ (Name of Agency). The duly signed Integrity Pact is enclosed with the proposal.

Date:
Place:
Name of Authorized Official:
Designation:

(Signature with Agency Seal)
.....

Format 6: INTEGRITY PACT

(To be executed on the plain paper and submitted along with Technical Bid)

This Integrity Pact is made at _____ on this _____ day of 20__.

BETWEEN

The Bureau of Energy Efficiency, a statutory body formed under the Energy Conservation Act, 2001 under the auspices of the Ministry of Power, Government of India, having its office at 4th Floor, Sewa Bhavan, Sector-1, R.K. Puram, New Delhi (hereinafter called the “**BEE**” which expression unless repugnant to the context shall mean and include their successors and assigns) of the **FIRST PART**;

AND

_____ (Name of the Agency), acting through Shri/Smt/Ms. _____ (Name of the Authorized signatory), holding the designation of _____ [Designation of the Authorized signatory] (hereinafter referred to as the “**Agency**”, which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns) of the **SECOND PART**.

Preamble

WHEREAS, BEE had issued an Expression of Interest (“RfP”) dated _____ to invite proposals for RfP for Engagement of Agency to Support BEE for National Energy Conservation Awards 2024 (NECA 2024) and National Painting Competition on Energy Conservation 2024 (hereinafter referred to as the “**Work**”).

AND WHEREAS, BEE 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 Agencies.

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 RfP documents and the Contract Agreement between the Parties.

The “BEE” and the “Agency”, 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 BEE

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

(a) No employee of BEE, personally or through family members, will in connection with the RfP, or the execution of contract/agreement, 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) BEE will, during the bidding process, treat all Agencies with equity and reason. BEE will, in particular, before and during the bidding process, provide to all Agencies the same information and will not provide to any Agency, confidential/additional information through which the Agency could obtain an advantage in relation to the tendering process or the contract execution.

(c) BEE will exclude all known prejudiced persons from the process.

(2) If BEE 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, BEE 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 Agency

The Agency commits himself to take all measures necessary to prevent corruption and commits to observe the following principles during its participation in the bidding process and during the contract execution:

- (a) Agency will not directly or through any other person or firm offer, promise or give to any of BEE's employees, involved in the bidding 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) Agency will not enter with other Agencies 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 consents/interest or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) Agency will not commit any offence under the relevant IPC/PC Act and other Statutory Acts. Further, Agency will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by BEE as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) Agency will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. It shall also disclose the details of services agreed upon for such payments.
- (e) Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (f) Agency will not bring any outside influence through any Govt. bodies / quarters directly or indirectly on the bidding process.

Article-3 Disqualification from bidding process and exclusion from future contracts

- (1) If the Agency, 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 its reliability or credibility in question, BEE is entitled to disqualify the Agency from the bidding process including blacklist and put on holiday the Agency for any future works. 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 BEE, taking into account the severity of the transgression. The severity will be determined by BEE 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 Agency and the amount of the damage.
- (3) A transgression is considered to have occurred if BEE after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".
- (4) Agency with its free consent and without any influence agrees and undertakes to respect and uphold BEE'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 BEE to the effect that a breach of the provisions of this Integrity Pact has been committed by Agency shall be final and binding on Agency, however, Agency 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, Agency shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of BEE, the exclusion of Agency could be revoked by BEE if Agency can prove that it has restored/recouped the damage caused by it and has installed a suitable corruption

prevention system in its organization.

Article-4 Compensation for Damages

(1) If BEE has disqualified the Agency from the bidding process prior to the award according to Article-3, BEE shall be entitled to demand and recover the damages as deemed suitable apart from any other legal right that may have accrued to BEE.

(2) If the work has been awarded/agreement signed, then in addition to (1) above, BEE shall be entitled to cancel the letter of award /agreement issued to the Agency and recover liquidated and all damages as per the provisions of the contract / agreement against termination.

Article-5 Previous Transgression

(1) Agency 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 bidding process.

(2) If the Agency makes incorrect statement on this subject, it can be disqualified from bidding process or action for its exclusion can be taken as mentioned under Articles above and shall be liable for compensation for damages as per Article-4 above.

Article-6 Equal treatment of all Agencies

(1) BEE will enter into agreements with identical conditions as this one with all Agencies.

(2) BEE will disqualify from the bidding process all Agency who do not sign this Pact or violate its provisions.

Article-7 Criminal charges against violating Agency

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

Article-8 Independent External Monitor (IEM)

(1) BEE 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/her functions neutrally and independently. He/she will report to BEE.

(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/her, as and when warranted.

(4) The Monitor shall examine all complaints received by him/her and give his/her recommendations/views to BEE at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.

(5) Agency accepts that the Monitor has the right to access without restriction to all project documentation of BEE including that provided by Agency and will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors also.

(6) The Monitor is under contractual obligation to treat the information and documents of the Agency with confidentiality. In case of any conflict of interest arising at a later date, the IEM shall inform BEE and recuse himself/ herself from that case.

(7) BEE 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 BEE

and the Agency. 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 BEE 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 BEE within 8 to 10 weeks from the date of reference or intimation to him/her by BEE and, should the occasion arise, submit proposals for correcting problematic situations.

(10) If the Monitor has reported to BEE, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and BEE 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 till the complete execution of the contract to the satisfaction of both BEE and Agency, including defects liability period. In case the Agency is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the agreement with the successful Agency.

(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 BEE.

Article-10 Other Provisions

(1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of BEE, i.e., 4th floor, Sewa Bhawan, R K Puram, New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing only.

(3) If the Agency 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) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by BEE in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) 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. Provided however, the Agency 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 hereto have caused this pact to be signed in their respective names as of the day, date and year first above written: -

(For & On behalf of BEE)

(Office Seal)

Place _____

Date _____

(For & On behalf of Agency)

(Seal/ Stamp)

Name:

Designation:

Signature of Witness 1:

(Name & Address):

Signature of Witness 2:
(Name & Address)

**Format 7: DECLARATION OF NOT BEING BLACK-LISTED BY ANY GOVERNMENT
AGENCY/DEPARTMENT IN INDIA**

(Clearly Typed on Agency Letterhead)

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

This is to certify that I/We, Proprietor/ Partner(s)/ Director(s) of M/s (**Name of Agency**) have not been blacklisted by any Central / State Government Ministry, Institutions, Departments, PSUs, etc. in the last 5 years preceding the Bid Submission date and there has been no litigation with any of them on account of our services.

M/s (**Name of Agency**) hereby declares that it is not involved in any criminal cases and is neither involved in corrupt or fraudulent or coercive practices nor has been declared or blacklisted by any Central / State Government Ministry, Institutions, Departments, PSUs, etc.

If at any stage of bidding or after the award of Work Order or execution of the Contract, it is found that M/s (**Name of Agency**) has concealed any such information or if this Declaration is found to be false in any manner, BEE may take suitable action against M/s (**Name of Agency**) including but not limited to the rejection of bid/termination of Work Order or Contract, and such action shall be without prejudice to any other right or remedy of BEE including blacklisting or future debarment for 1 year and forfeiture of EMD and/or Performance Security.

Date:

(Signature with Agency Seal)

Place:

.....

Name of Authorized Official:

Designation:

15. FINANCIAL BID FORMAT

To,
Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066

Subject: **Financial Bid for Engagement of Agency to Support BEE for National Energy Conservation Awards 2024 (NECA 2024) and National Painting Competition on Energy Conservation 2024**

***Note:** The agency will facilitate BEE in carrying out the activities and will quote only facilitation charges for the NECA event.*

Sr. No.	Item	Unit	Category	Amount (₹) (Excl. GST)	Applicable GST (%)	Total Amount (₹) (Incl. GST)
1	National Energy Conservation Awards 2024 (Facilitation Charges)	1	Industry			
			Transport			
			Buildings			
			Institutions			
			Innovation			
2	Certificates with Jackets	100				
3	Invitation Cards with Envelopes	6000				
4	Parking Stickers	3000				
5	Paintings with Frames	25				
	GRAND TOTAL					

For items in Sr. nos. 1 to 5, any quantity over and above the estimated, the charges shall be paid on a pro-rata basis.

Grand Total Amount (excluding GST) would be considered for evaluation of the Lowest Cost (L1).

Date: (Signature)

Place: (Name of Authorized Person & Designation)

(Association Seal)