



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5588857
Dated/दिनांक : 08-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-12-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-12-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Bureau Of Energy Efficiency
Item Category/मद केटेगरी	Hiring of Agency for IT Projects- Milestone basis
Contract Period/अनुबंध अवधि	5 Year(s) 6 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2000 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण

Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	10 Days
Estimated Bid Value/अनुमानित बिड मूल्य	60000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	2000000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	68

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

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

Beneficiary/लाभार्थी :

Secretary
Bureau Of Energy Efficiency, 4th Floor, Sewa Bhawan, R K Puram, New Delhi-66
(Milind Deore)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1731064447.pdf](#)

Payment Terms:[1731064459.pdf](#)

Pre-Qualification Criteria:[1731064463.pdf](#)

Instructions to Bidder:[1731064466.pdf](#)

Additional Document 1:[1731064472.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	60	View File

Total Minimum Qualifying Marks for Technical Score: 60

QCBS Weightage(Technical:Financial):70:30

Interview Venue:BEE Conference Hall, 4th Floor, Sewa Bhawan, R K Puram, New Delhi-66

Presentation Venue:BEE Conference Hall, 4th Floor, Sewa Bhawan, R K Puram, New Delhi-66

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
18-11-2024 15:00:00	BEE Conference Hall, 4th Floor, Sewa Bhawan, R K Puram, New Delhi-66

Hiring Of Agency For IT Projects- Milestone Basis (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Sp eci fic ati on	Values
Core	
Scope of Work	Project Planning and Management , System Study and Design , Business Process Reengineering , Development of Application , Network Connectivity , Data Digitization , Site Preparation , Hardware Procurement & Commissioning , STQC Certification , UAT & Go live , Data Migration , Integration with external applications , Capacity Building , Operation & Maintenance (O&M) , Infrastructure , Warranty , Assistive Application Development for Disabled Persons (As per GIGW guidelines) , As per RFP and client requirement
Resources Needed	As specified in Scope of work
Deployment of core team	hybrid(Buyer to specify model in scope of work)
Deliverables / Timelines	As per RFP and client requirement
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity set to 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Abhinav Kumar Tamta N	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	N/A

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

1. Generic

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

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

5. Generic

In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:

- Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
- A certificate from the CEO/CFO of the Holding Company as per the format enclosed in the bid documents stating that the unaudited unconsolidated financial statements form part of the consolidated annual report of the company.
- In case where audited results for the last financial year as on the date of Techno Commercial Bid Opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial Bid Opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Note: (i) Other income shall not be considered for arriving at annual turnover.

6. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

7. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

8. Generic

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

Government of India Empaneled
for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

9. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

10. Generic

The service provider shall comply with ISO 27001:2018 for Information Technology Services. The service provider shall also ensure that the certificate is valid till the validity of contract.

11. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Bureau of Energy Efficiency
payable at
New Delhi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

12. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Bureau of Energy Efficiency
payable at

New Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

13. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा

जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Request for Proposal

Development, Implementation & AMC (05 years) of National RCO Portal



**Bureau of
Energy Efficiency**
Ministry of Power, Government of India

Last date of submission 09th December 2024

Bureau of Energy Efficiency
Ministry of Power, Government of India,
4th Floor Sewa Bhawan, R K Puram,
New Delhi-110066

Critical Information

1	Availability of Request for Proposal Document	8th November 2024
2	Date & Time for Pre-bid Meeting	18 th November 2024 at 15:00 PM
3	Last date for submission for Bid-queries	17 th November 2024
4	Venue for Pre-Bid Meeting	Meeting at BEE Office, Conference Hall, 4 th floor, Seva Bhawan, New Delhi, 110066
5	Last date & Mode for Submission of Proposal	9 th December 2024 by 15:00 Hrs. Through GeM only
6	Date of Opening of Financial Proposal for Qualified Bidders	Will be informed to qualified bidders only through e-mail at least a day before the date of opening of financial bid
7	Contact Person for Clarification	Shri. Nikhil Prasad Senior Sector Expert Tel No: 011-26766750 Mob: +91-9868750076
8	Bid Validity period	90 days from the last date of submission of bids

Note:

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

The submission of the proposal must be accompanied with the payment of the bid processing fees.

Table of Contents

SECTION 1: LETTER OF INVITATION 6

SECTION 2: LETTER OF INVITATION FOR PRE – BID MEETING 7

SECTION 3: OVERVIEW AND OBJECTIVE OF THE RFP 8

 3.1 About BEE 8

 3.2 About Renewable Consumption obligation (RCO)..... 8

 3.3 Objective of this RFP..... 8

SECTION 4: SCOPE OF WORK..... 9

 4.1 Development, Implementation & AMC (05 years) of National RCO portal 9

 4.2 Development & Implementation of RCO portal (Section-A): 9

 4.3 Operation and Maintenance of the RCO Portal (Section – B): 9

SECTION 5: QUALIFICATION CRITERIA 10

 Pre-qualification 10

 5.1 Pre-qualification Criteria: 10

 5.2 Additional Terms and Conditions: 11

 5.3 Team Structure and Qualifying Criteria for personnel..... 12

SECTION 6: EVALUATION OF PROPOSALS 15

 Preliminary Scrutiny 15

 Stage 1 Evaluation: Minimum Pre-qualification Criteria..... 15

 Stage 2: Technical Evaluation 15

 6.1 Technical Evaluation Criteria: 15

 6.2 Bid Evaluation 18

 6.3 Award of Contract..... 19

SECTION 7: INSTRUCTIONS TO THE BIDDERS 20

 7.1 Technical Proposal 20

 7.2 Financial Proposal 20

 7.3 Cost of Proposal 20

 7.4 Bid Processing Fees..... 21

 7.5 Earnest Money Deposit 21

 7.6 Performance Security 21

 7.7 Mobilization Advance 21

 7.8 Conditions for consortium..... 22

 7.9 Rates 22

 7.10 Destination/Site to be Integrated..... 22

7.11 Conditions for Outsourcing	22
7.12 Contents of the Proposal	23
7.13 Conflict of Interest	23
7.14 Language of Proposal	23
7.15 Confidentiality	23
7.16 Disclaimer	23
7.17 Authorized Signatory for Agency.....	23
7.18 Contact details of the Agency	23
7.19 Queries on the RFP.....	23
7.20 Amendment of RFP.....	24
7.21 Integrity Pact	24
7.22 Documents Comprising the Technical Proposal:	24
7.23 Power of Attorney	24
7.24 Force Majeure.....	24
7.25 Termination of the Bid.....	25
7.26 Termination of Contract	25
7.27 Terms and Conditions of Bidders	25
7.28 Purchase Preference to Make in India bidders:.....	26
7.29 Over payments and Under payments	26
7.30 Penalty for Manpower Absentees	26
7.31 Liquidated Damages.....	27
7.32 Blacklisting of firms/ banning of business	27
7.33 Confidentiality	27
7.34 Limitation of Liability.....	27
7.35 Arbitration.....	28
SECTION 8: PAYMENT TERMS	29
8.1 Payment for Application Development and License:.....	29
8.2 Payment for Cloud Server:.....	29
8.3 Payment for Resident Engineer & C-AMC:.....	29
8.4 For Training Charges:	30
8.5 Mode of Payment:	30
8.6 Taxes & Duties:	30
SECTION 9: FORMS FOR THE PROPOSAL	31
Form-1: Letter Pro-forma.	31
Form 2: Minimum Eligibility	33
Form 3: prior Experience	34

Form 4: Proposed Work Plan and Methodology including the timelines.	36
Form 5: Resumes of the members in the proposed team	37
Form 6: Declaration Letter	38
Form A1: Format for Integrity Pact	39
Form A2: Undertaking Format under Integrity Pact Declaration Letter	44
Form A3: Bill of Quantity.....	45
Format for financial proposal.	46
ANNEXURE-I:	48
Bank Details.....	48
ANNEXURE-II.....	49
TECHNICAL SPECIFICATION	50
Background	54
Regulatory Provisions	55
Institutional Mechanism, Roles, and Responsibilities for monitoring PRO/RCO compliance, criteria, and framework.	58
Scope of Work.....	61
Development, Implementation & AMC (05 years) of National RCO portal	61
Section-A:	62
Section -B	71
Form – A.....	74
Form – B.....	77
Form – C.....	79
Form – D.....	80
Form – E.....	83
Form – F	87
Form – G	88

Section 1: Letter of Invitation

Bureau of Energy Efficiency, a statutory body under Ministry of Power, Government of India invites bids for Development, Implementation & AMC (05 years) of National RCO portal.

Interested agencies may submit their proposal through the online GeM (Government E marketplace) portal only. The submission of the proposal must be accompanied with the payment of the Non-refundable bid processing fees of Rs. 25,000/- (INR Twenty-Five Thousand Only). The payment will be accepted in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details are mentioned at Annexure-I.

Last Date for Submission of RFP: 9th December 2024, 15:00 hrs. (IST).

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

Section 2: Letter of Invitation for Pre – Bid Meeting

BEE invites all interested bidders for Pre-Bid meeting for “Development, Implementation & AMC (05 years) of National RCO Portal”. The detail of the meeting is as follows:

Date & Time: 18th November 2024 at 15:00 PM

Venue: Meeting at BEE Office, Conference Hall, 4th floor, Seva Bhawan, New Delhi, 110066

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

Note: The bidders, who are interested in attending the pre-bid meeting, should indicate the names of their representatives (maximum two per bidder). Such intimation should be given by email to nikhil.prasad@beeindia.gov.in at least a day before the date of the pre-bid meeting. In case of any difficulty, contact to the above-mentioned email ids for the resolution.

Section 3: Overview and objective of the RFP

3.1 About BEE

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

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

The mission of Bureau of Energy Efficiency (BEE) is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act (EC Act), 2001 with the primary objective of reducing energy intensity of the Indian economy with active participation of all stakeholders.

3.2 About Renewable Consumption obligation (RCO)

India's renewable energy expansion program ranks among the largest in the world in terms of installed capacity. This growth has been driven by policy and regulatory support aimed at incentivizing both demand and supply in the renewable energy sector. One such measure is the implementation of Renewable Consumption obligations (RCOs), which mandate obligated DCs like Discoms, Open Access Consumers, and Captive Power Plants to purchase a minimum percentage of electricity from renewable sources.

Earlier, RCO were referred as Renewable Purchase obligation (RPO), Defined under Section 86(1)(e) of the Electricity Act 2003 and the National Tariff Policy 2016. As per RCO obligated DCs are required to procure a certain percentage of their electricity from renewable sources as part of their total consumption. Initially RCOs were divided into Solar and Non-Solar categories and their trajectory were notified by MoP with consultation of Ministry of new and renewable energy (MNRE).

On October 20, 2023, the Ministry of Power (MoP) issued a significant notification authorizing the Bureau of Energy Efficiency (BEE) as the nodal agency responsible for maintaining data related to the compliance of renewable energy utilization by designated consumers.

3.3 Objective of this RFP

The intent of this Project is to build a portal which can be used by intended users (Distribution Licensee, Captive Power Producers, Open Access Consumers, State Designated agency (SDA), RLDC/NLDC/SLDC, JERC/SERC/CERC/BEE, MNRE/MoP) as a centralised platform for providing RCO compliance data by obligated DCs, auditing and verification of compliance data by nodal agencies or any other assigned agencies, generating compliance reports (monthly/quarterly/annually) on real-time basis.

Section 4: Scope of Work

The detailed scope of work and other specifications of the contract is available in the attached annexure-II as Technical Specification Document. Salient points of the scope of work are brought down hereunder.

4.1 Development, Implementation & AMC (05 years) of National RCO portal

The intent of this Project is to build a portal which can be used by intended users (Distribution Licensee, Captive Power Producers, Open Access Consumers, State Designated Agency (SDA)/BEE/RLDC/NLDC/SLDC, JERC/SERC/CERC, MNRE/MoP as a centralised platform for providing RCO compliance data, Auditing and verification of compliance data by nodal agencies or any other assigned agencies, generating compliance reports (monthly/quarterly/annually) on real-time basis.

4.2 Development & Implementation of RCO portal (Section-A):

Scope includes the Requirement gathering and development of an RCO portal. It includes all services associated with the building of the portal i.e., SRS, FRS, LLD, HLD, UI&UX design, DB Design, web portal development, Integration of SMS gateway, Payment gateway, Artificial Intelligence Reporting, testing, UAT, Security Audit, deployment and Go-Live, and also includes all services associated with the procurement, validation, and deployment of all required software/licenses , if any, that is required for operationalizing and maintaining the web portal for the complete period of the contract (inclusive of services required for Operations and Maintenance Phase). The portal is envisaged with advance features to include future integration with external applications through Web API and FTP

4.3 Operation and Maintenance of the RCO Portal (Section – B):

The scope of work for all services associated with operations, maintenance, and support services for managing the RCO portal for a period of Sixty (60) months from the Go-Live of the RCO portal. The system will also be flexible enough to cater to future changes in RCO regulations, long term growth trajectory of RCOs issued by MoP, inclusion of new categories of applicants in the system, addition of any new categories of obligations, etc.

Section 5: Qualification Criteria

Pre-qualification:

Pre-qualification criteria bid will be used for assessing the bidders on the basis of eligibility criteria laid down in this RFP. Therefore, the bidders are required to submit the bid in the specified format furnishing all the required information and supporting documents. A bid may be rejected at the prequalification stage itself and not considered for technical evaluation if it fails to satisfy the Eligibility Criteria specified in this RFP.

The bid shall be reviewed for determining the Compliance Eligibility Criteria and any deviation to eligibility criteria shall lead to rejection of the bid.

Before opening and evaluating their Technical Bids, bidders are expected to meet all the pre-qualification criteria of the RFP. Bidders failing to meet these criteria or not submitting requisite supporting documents/ documentary evidence for supporting eligibility criteria are liable to be rejected summarily.

Technical Bids of only the pre-qualified bidders will be evaluated. The bidders' technical bid shall be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria mentioned in this RFP. The Bidders are required to submit all required documentation in support of the technical criteria specified as required for the technical evaluation.

5.1 Pre-qualification Criteria:

1. The bidder should be a company registered under the Companies Act, 1956 and/or 2013 OR Partnership firm registered under LLP Act 2008 / Government Organisation and should be in existence since last 10 years from the original bid opening date and the Bidder shall be Registered for GST and Income Tax in India.
2. The Bidder shall have Head or Branch office in Delhi & NCR with a strength of minimum 5 technically skilled and qualified permanent employees having minimum qualification of B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or higher having at least Three (3) year of professional experience required to provide the services envisaged under the contract from local resources i.e. Delhi & NCR.
3. The bidder should have at least 25 (Twenty-Five) technically skilled and qualified permanent employees or engineers directly on its own payroll working in India having minimum qualification of B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or higher having at least Three (3) year of professional experience as on the date of original bid opening.
4. The Minimum Average Annual Turnover (MAAT) of the bidder for best three (03) financial years out of last five (05) financial years i.e. FY2019-20,2020-21,2021-22,2022-23 and 2023-24. shall be at least INR 20 Crore (Relaxation in Annual Turnover shall be considered for MSME & Start-Up bidders as per Gol guidelines. In that case bidder has to submit the MSME registration/Start-up certificate).
5. The Bidder should have valid ISO 27001 certifications at the time of submission of the Bid.
6. The Bidder should have positive Net worth during each of the last three financial years (i.e. 2021-22, 2022-23 and 2023-24).
7. The bidder must have experience of at least Two Projects for Software Development and Maintenance of a national level portal in power sector operating in any Government Department / PSU / public listed company within India, in last 5 Years, from the date of original bid opening. Such Software shall be in operation for minimum of one Year.

Note: Software Development and Maintenance means any works/projects, in any field which includes Development and integration with database along with Maintenance.

8. The bidder shall have experience of Software Development work and maintenance of national level portal in power sector in any Government / PSU/ any Public Listed Company during the last five years from the original date of bid opening, as per the following:
 - a. Three successfully completed work for the development, Implementation with/without Maintenance of software where executed value of each work is not less than INR 1 Crores.
 - OR
 - b. Two successfully completed work for the development, Implementation with/without Maintenance of software where executed value of each work is not less than INR 1.5 Crores.

OR

- c. One successfully completed work for the development, Implementation with/without Maintenance of software where executed value of work is not less than INR 2 crores.

Note: Software development, Implementation with/without Maintenance of software means any works/projects, in any field which includes only Development, Implementation and Maintenance of software excluding supply & Installation of hardware, if any.

9. The bidder or any of its associates / subsidiaries/ parent entity shall not have been debarred or blacklisted by Central Government/State Government/PSU/ Govt. Undertaking in India anytime during the last Three years, from the date of original bid opening.
10. The bidder has the option to submit the bid/proposal either alone or along with other partner companies. Joint venture shall not have more than two partners. Lead bidder must be power sector domain expert. In case of Joint venture (JV) Work Experience shall be met collectively by all the members and the lead member shall have to possess at least 51% share and all other members shall have to possess at least 25% share. The financial criteria shall be considered only for the Lead Bidder and not for any associates/subsidiaries of the JV/Consortium.

5.2 Additional Terms and Conditions:

1. In case, bidder/OEM is a holding company, the technical and financial experience referred herein above shall be that of holding company only (i.e. excluding its subsidiary/group companies). In case bidder/OEM is a subsidiary of a holding company, the experiences shall be of that subsidiary company only (i.e., excluding its holding company).
2. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 10 (d) of Public Procurement (Preference to Make in India) Order, 2017.
3. Tender specific OEM authorisation letter.
4. OEM or Authorised Seller of OEM should have a registered office in India to provide after sale service support in India. The certificate to this effect should be submitted.
5. Malicious Code Certificate: The seller should upload following certificate in the bid:
6. This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
 - a) Inhibit the desires and designed function of the equipment.
 - b) Cause physical damage to the user or equipment during the exploitation.
 - c) Tap information resident or transient in the equipment/network.
7. The bidder will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
8. Following documents shall be submitted by the bidder:
 - a) Copy of PAN Card/ GST Registration.
 - b) Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable.
 - c) Undertaking on the letterhead of the company pertaining to 'No dues' towards any Government Company/PSU/ Govt. Undertaking towards.
9. BEE reserves the right to relax/waive-off minor deviations with respect to QR as stipulated above, the decision of BEE in this regard shall be final & binding on bidders.
10. Cut-off date for all the requirements shall be considered as original date of bid opening.
11. Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include:
 - a) Document verification Bidders work/manufacturing facilities visit.
 - b) Details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work.

- c) Details of Technical Expertise and Technical Manpower and Financial resources.
- d) Details of quality systems in place.
- e) Past experience and performance.
- f) Customer feedback.
- g) Banker's feedback etc.

5.3 Team Structure and Qualifying Criteria for personnel

The proposed work to be done by a team comprising a Qualification of Manpower to be deployed comprising a project manager/Team leader and a member with the following qualifications:

SI No	Role	Minimum No of Positions
1	Project Manager (should be Power Domain Expert)	1
	<ul style="list-style-type: none"> a) B.E./ B. Tech in electrical or equivalent or higher. b) Experience: Minimum twelve (12) in power sector c) Should have more than five (5) years of experience of leading such Power sector/ Digital Transformation/Large Projects implementation projects as Project Manager. d) Should have experience of at least Two Project of Software development and Maintenance of Transactional (data) portal operating on 24x7 basis, with least permissible down-time. e) Experience of at least one SLDC/RLDC/NLDC/ Discom / Indian Power Sector Utilities end to end software project implementation experience. f) Desirable to have knowledge and experience of Power sector related technology, system architecture, software design techniques and software engineering. g) Desirable to have significant experience of working with any Indian Power Sector utilities or any Public Sector Unit (PSU) in electricity sector. 	
2	Enterprise / Solution Architect/ Security Architect Engineer	1
	<ul style="list-style-type: none"> a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher. b) Experience: Minimum Eight (8) years in IT sector. c) Minimum 5 years of experience as enterprise solution architect in designing micro services-based architecture / containerization in large Project of similar nature of Application Development. d) Experience of at least two IT systems project. e) Solution Architecture from the Reputed Institute / Organization Security Architecture from Reputed institute / Organization (include all aspect of cyber security, Web Security and Database Security) f) Preferred to be Certified Security Architecture, which will be an advantage in the evaluation. 	
3	Quality Assurance (QA) Engineer / Manager	1
	<ul style="list-style-type: none"> a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher b) Minimum Two years' experience in testing/QA in DevOps environment. c) Should have worked as a tester/QA in at least two projects. d) Preferred to be Certified Quality Assurance (QA) from Reputed Institute / Organization, which will be an advantage in the evaluation. 	
4	Software development Engineer / Manager	1
	<ul style="list-style-type: none"> a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher b) Minimum Three years of experience in software development and have worked as a developer in at least Two project. c) Preferred to be Certified software Engineer from reputed Institute / Organization, which will be an advantage in the evaluation. 	
5	Technical Leads	1

SI No	Role	Minimum No of Positions
	a) B.E./ B. Tech in electrical or equivalent or higher b) Experience of Minimum Five (5) years, in similar/large projects of similar projects implementation on-premises infrastructure including Microservices / Containerization and Container Orchestration c) Experience of at least one SLDC/RLDC/NLDC/ Discom / Indian Power Sector Utilities end to end project implementation experience. d) Must have experience of working with any Indian Power Sector utilities or any Public Sector Unit (PSU) in electricity sector.	
6	Database Administrator (DBA)	1
	a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher b) Experience of more than Five (5) years of experience in database maintenance and administration of the provided database. c) Each have experience of Minimum Two Project d) Preferred to be Certification of Database Administrator Certificate from the OEM, which will be an advantage in the evaluation.	
7	Resident Engineer (BEE Location)	1
	a) At least 1 Support Engineer (B.E./ B. Tech in electrical or equivalent or higher with involvement in the RCO Portal project implementation and structuring for development phase as well entire C-AMC period b) Experience of Minimum of Two Project	
	(General Shift – for 5 days a week) from 9:00 to 18:00 hrs or as and when required by the BEE.	
	TOTAL	7

Note: If the above manpower is not on the payroll of the bidder at the time of submission of bid, the bidder will give an undertaking stating that the above-mentioned manpower shall be employed by the bidder on its payroll before signing of the contract agreement.

- a) Bidder to propose resources to be deployed on the project along with their CVs format.
- b) BEE shall reserve the right to interview resources proposed by the Bidder.
- c) Only after the approval from BEE the resource shall be deployed on the project. All the deployment of the resources shall be on mutually agreed basis.
- d) BEE reserves the right to ask bidder to replace any resource, any-time during the execution of project, to which the bidder shall always comply with.
- e) Different profiles need to be proposed against different roles. All resources proposed by the bidder must be deployed on the project.
- f) The deployed resources person shall be on company pay-role.
- g) In Resident Engineer:
 - (i) Resources deployed by bidder, at BEE site, shall bring their own computing devices. The computing devices (laptops / desktops) should have appropriate security solutions such as (Anti-Virus – Anti Malware etc.) to avoid security breach.
 - (ii) The Resident Engineer deputed at Site during development Period and AMC period and should have an experience of minimum two projects over and above the current project. BEE does not encourage replacement of resources unless it has been explicitly asked by the BEE. If, however, due to some pressing needs, the bidder proposes a replacement of resource, the proposed

resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise and shall intimate to the BEE at least 1 (One) month in advance.

Section 6: Evaluation of Proposals

Preliminary Scrutiny

Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required process fee & Bid security/EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

The rectifiable discrepancies in the Technical Proposal, if any would have to be corrected by the Bidder within a period of two (2) working days of the intimation given to them during the preliminary scrutiny of proposals. Proposals not conforming to above listed preliminary requirements will be prima facie rejected.

Stage 1 Evaluation: Minimum Pre-qualification Criteria

Compliance with the pre-qualification criteria given in Section 5 will be evaluated first.

The technical bids of those bidders who do not fulfil the pre-qualification criteria will not be evaluated and will be disqualified.

Stage 2: Technical Evaluation

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

6.1 Technical Evaluation Criteria:

Sl. No.	Technical Criteria			Marks
1	Proposed Approach and methodology for RCO compliance monitoring	Clarity & understanding of Scope of Work, Approach & Methodology Proposed (Qualitative).	05	20
		Work Plan (Qualitative), Timeline (Qualitative)	05	
		Sample calculation and methodology for RCO compliance monitoring.	05	
		Power Point Presentation Regarding Project execution as per RFP Provisions.	05	
2	The Bidder's having full time technically qualified personal on its own payrolls having minimum qualification of B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or higher having at least One (1) year of professional experience as on the date of original bid opening.			10
>= 100 Employees		: (10 marks)		
>=50 and <100 Employees		: (8 marks)		
>= 25 and <50 Employees		: (5 marks)		
3	The bidder having following valid Certification in addition to ISO 27001. (5 marks for each certificate subject maximum of 10 marks)			10
1) ISO 20000-1 (Information Technology Service Management)				
2) ISO 9001 - Quality Management System				
3) CMMi Level 3 Certification or above				

Sl. No.	Technical Criteria	Marks
4	<p>Bidder's Experience (Number of Projects) in Development / Maintenance of Software in the below mentioned areas, in power sector at NLDC/ RLDC/ SLDC/ RPC/ STU/ Discom/ BEE / in Power Utilities in last 5 years from the original date of bid opening.</p> <p>Software in the following Areas: Renewable Energy Certification / Renewable Consumption obligation Scheduling and Dispatch of Power Sharing of Inter-State Transmission Charges and Losses / Point of Connection Tariff Deviation Settlement Mechanism/Energy Accounting Open Access in Electricity Renewable Energy Scheduling Power Market Energy Scheduling / Power Trading Platform Power Transmission Losses Forecasting of Renewable Power / Power Load Forecasting/Demand Forecasting Smart Grid Applications Demand Side Management Utility Billing Applications</p> <p>>= 3 Projects : (15 Marks) 2 Project : (10 marks) 1 Project : (5 mark)</p>	15
5	<p>Bidder having experience of projects in multiple Fields in any Power industries involving Government Department / PSU / Private Power Utilities in last 5 years from the original date of bid opening.</p> <p>Field: Renewable Energy Certification/Renewable Consumption obligation/ Forecasting of Renewable Power / Power Load Forecasting/ Renewable Energy Scheduling Scheduling and Dispatch of Power/Open Access in Electricity/ Power Market Energy Scheduling / Power Trading Platform/Utility Billing Applications Sharing of Inter-State Transmission Charges and Losses / Point of Connection Tariff/Energy Accounting / Deviation Settlement Mechanism / Power Transmission Losses Smart Grid Applications/Demand Side Management</p> <p>>= 3 Field : (15 marks) 2 Field : (10 marks) 1 Field : (5 mark)</p>	15
	<p>Project Manager:</p> <p>Minimum twelve (12) years of experience in power sector. Should have more than five (5) years of experience of leading such Power Sector/ Digital Transformation/ Large Projects implementation as Project Manager.</p> <p>Should have experience of Project* of Software development and Maintenance of Transactional (data) portal operating on 24x7 basis, with least permissible down-time in power (electricity) sector. 02 Marks each per Project* subject to maximum of 08 marks.</p> <p>Experience of at least one (01) SLDC/ RLDC/ NLDC/ Discom / Indian Power Sector Utilities end to end software project implementation experience. 0.50 Marks each per Project* subject to maximum of 02 marks</p>	10

Sl. No.	Technical Criteria	Marks
7	<p>Database Administrator (DBA):</p> <p>Minimum five (05) years of experience in database maintenance and administration of the provided database.</p> <p>Should have experience of Project* in end-to-end software project implementation experience in power (electricity) sector. 01 Marks each per Project* subject to maximum of 03 marks</p> <p>1 Marks each per Certified Data Base Administrator (DBA), certified from OEM or OEM Approved Provider for the provided database on bidder's own Payrolls, having two projects* experience or more as DBA subject to maximum of 2 marks.</p>	5
8	<p>Software Development Engineer/Manager:</p> <p>Minimum Three years of experience in software development and have worked as a developer. Should have experience of at least Two project 01 Marks each per Project* subject to maximum of 03 marks.</p> <p>1 Marks each per Certified software Engineer/Manager from reputed Institute / Organization subject to maximum 2 marks.</p>	5
9	<p>Enterprise / Solution Architect/ Security Architect Engineer:</p> <p>Minimum eight (08) years of experience in IT sector. Should have minimum five (05) years of experience as enterprise solution architect in large Project of similar nature of Application Development.</p> <p>Should have experience of Project* in end-to-end software project implementation experience in power (electricity) sector. 01 Marks each per Project* subject to maximum of 03 marks</p> <p>Certified Enterprise / Solution Architect/ Security Architect Engineer (which include all aspect of cyber security, Web Security and Database Security), with two Project* experience or more, on bidder's own Payrolls. 1 Marks each per Resource subject to maximum of 2 marks.</p>	5
10	<p>Quality Assurance (QA) Engineer / Manager:</p> <p>Minimum two (02) years of experience in testing/ QA.</p> <p>Should have experience of Project* in end-to-end software project implementation experience in power (electricity) sector. 01 Marks each per Project* subject to maximum of 03 marks.</p> <p>Certified Quality Assurance Engineer with Certificate related to Quality Management for Project development life cycle, having two Project* experience or more, on bidder's own Payrolls. 1 Marks each per Resource subject to maximum of 2 marks.</p>	5
TOTAL		100

* Project shall mean "any software development/maintenance work".

BEE reserves the right to modify the technical evaluation criteria at any time.

6.2 Bid Evaluation

Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for the 'Quality' is 70 (seventy) and the weightage for the 'Quoted' price is 30 (thirty).

A bid shall have to meet the Minimum Qualifying Marks of 60 (Sixty) marks in 'Quality' Criteria. Bids not meeting the minimum qualifying marks in 'Quality' Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.

'Qualified Bids' (meeting the minimum Qualifying Marks of in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

- (i) Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST / UTGST or IGST).
- (ii) Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.

To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

- a) An Evaluated Bid Score (B) will be calculated for each bid, which meets the **minimum Qualifying marks of 60 (Sixty)** in 'Quality' Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{low}/C) \times 100 \times X + (T/T_{high}) \times 100 \times Y$$

Where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

T_{high} = The highest mark scored against "Quality" criteria among all responsive bids

X = 0.3 (The weightage for 'Quoted price' is 30 %)

Y = 0.7 (The weightage for 'Quality' is 70 %)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

- b) Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).
- c) In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against 'Quality' criteria will be recommended for award of contract. Even if there is a tie, 'draw of lots' will be resorted to arrive at the recommended bidder.
- d) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.

6.3 Award of Contract

After completing negotiations BEE shall issue a Work Order to the selected Bidder. The Bidder will sign the contract after fulfilling all the formalities / preconditions within 15 days of issuance of the letter of award. Bidders need to provide acceptance of letter of Award within 10 days from the date of issuance of letter of Award. The assignment period will begin once the Bidder accepts the Letter of Award and expected to commence the Assignment/job within 7days of acceptance of letter of award.

Section 7: Instructions to the Bidders

Procedure for Submission of the Proposal

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

7.1 Technical Proposal

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

- a) Organization background
- b) Organization's suitability for this activity
- c) Proposed Approach and Methodology for RCO compliance monitoring
- d) A proposed work plan / timeline of the study
- e) CVs of team members, sector experts, including their roles in the project.
- f) Audited Financial Statement for annual turnover of the last 3 completed financial years viz. FY 2021-22, 2022-23, 2023-24.
- g) An EMD of Rs. 20,00,000 (INR Twenty Lakh only & Non-refundable bid processing fees of Rs.25,000 (INR Twenty Thousand only) in the form of Demand Draft to be drawn on the name of Bureau of Energy Efficiency, and payable at New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details as mentioned in Annexure-I.
- h) An agency/bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim.
- i) Bid Processing Fees must be submitted by all the bidders including MSEs, even if it is not mentioned in RFP document downloaded from GeM portal/procurement portal.
- j) Duly signed Integrity Pact on plain paper as per Form-A1 of this RFP.
- k) Duly signed Undertaking as per Form-A2 of this RFP.

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

7.2 Financial Proposal

- a) It should be developed in a transparent manner.
- b) The amount quoted would include all the taxes and GST, if any. If bidder, quote the amount excluding GST mistakenly, the same shall be treated as final cost and the GST shall not be paid in addition to the quoted amount in any circumstances.
- c) Evaluation will be Quality & Cost Based Selection (QCBS) methodology as per GeM portal.
- d) Ensure that the financial bid is not included with the technical proposal.

7.3 Cost of Proposal

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

7.4 Bid Processing Fees

The agencies / firms should submit a non-refundable bid processing fee Rs.25,000(INR Twenty-five Thousand only) at time of submission of the technical and financial proposal in GeM, even if it is not mentioned in RFP document downloaded from GeM portal/procurement portal.

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

7.5 Earnest Money Deposit

The agency/firm shall furnish, as a part of its proposal, an earnest money deposit of Rupees 20,0000 (INR Twenty Lakhs only) in the form of demand draft issued by any nationalized/ scheduled bank, in favor of "Bureau of Energy Efficiency" payable at New Delhi. The same can be deposited by the bidder through NEFT/RTGS. Details are mentioned at Annexure-I. Transaction reference copy should be enclosed in bid document.

- a) The EMD will be returned to non-selected agency after finalization of the agency.
- b) The EMD should remain valid for a period of forty-five days beyond the final bid validity period.
- c) EMDs of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- d) EMD should be accompanied with Bid processing fee and to be sent to BEE address if submitted through Demand Draft
- e) A bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim. In case of JV/Consortium only both partner companies having MSME status can avail EMD exemption provision.

7.6 Performance Security

- a) Within fourteen (14) working days of the receipt of notification of award from BEE, the successful agency/firm shall furnish the Performance Security. Performance Security may be furnished in the form of an Account Payee Demand Draft, or online payment in an acceptable form. The value of Performance Security would be 5% of the total contract value. Any delay in submission of performance security shall be deemed as accruing of financial benefit to the bidder(s) and BEE may take necessary interest penalty recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the bidder(s) for the period of delay.
- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder or any such extended period as decided by BEE.
- c) Bid security/EMD will be refunded to the successful bidder on receipt of Performance Security.

7.7 Mobilization Advance

Mobilization advance not exceeding 10% of the contract value for development and implementation phase may be given, if requested by the bidder in writing within one month of the commence the work on the provision by the contractor of an unconditional BG.

Such advance shall be paid in two equal installments. The first installment of such advance shall be released on a request made by the successful bidder to the concerned BEE official in this behalf. The second Installment shall be released by the concerned BEE official only after the bidder furnishes a proof of the satisfactory utilization of the earlier installment.

Mobilization advance shall be released only after receipt of confirmation of the Bank Guarantee from the issuing Bank. The Mobilization advance shall bear simple interest at the rate of 8.5 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive on the outstanding amount of advance.

7.8 Conditions for consortium

The bidder shall have the option to submit the bid/proposal either alone or along with other partner companies. Prerequisites for bidder have been specified in qualifying requirement and other parts of the RFP document. The lead partner shall be in the power sector domain and the sole point of contact for all purposes of the Contract. The lead partner will have the prime responsibility for the execution of the scope of work. Any information/clarification submitted to the lead partner by BEE will mean that the same has been conveyed to all partners. The bidder or any of the partner companies should not have been blacklisted by any Central / State Government or Public Sector Undertakings. If at any stage of tendering 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 tenderer & forfeiture of bid security/EMD/Performance security. All partners of the consortium/joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

The bid submission must include documentary evidence to the relationship between JV members in the form of JV Agreement to legally bind all members jointly and severally for the proposed Agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

Work Experience shall be met collectively by all the associates/subsidiaries of the JV/Consortium. The financial criteria shall be considered only for the Lead Bidder and not for any associates/subsidiaries of the JV/Consortium. The lead member shall have to possess at least 51% share and all other members shall have to possess at least 25% share.

Evidence of possessing adequate working capital (at least 30% of the "Estimated value" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

7.9 Rates

Firm and Fixed during the entire duration of the contract without any price variation on any account whatsoever. The quoted price shall be inclusive of all charges/expenses towards cost of licenses / support / yearly subscriptions, for complete duration of the contract onsite visits, travelling, boarding and lodging etc. No charges shall be claimed over and above the quoted price under any head except for taxes.

7.10 Destination/Site to be Integrated.

For the deputation of Resident Engineer, the location of site is as follows:

Bureau of Energy Efficiency

Government of India, Ministry of Power

4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110066 (INDIA)

7.11 Conditions for Outsourcing

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

7.12 Contents of the Proposal

Bidding agency is expected to examine all instructions, forms, terms & conditions, and Statement of Work in the Proposal. Failure to furnish all information required or submission of a Proposal not substantially responsive to the Proposal in every respect will be at risk and may result in the rejection of the application.

7.13 Conflict of Interest

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

7.14 Language of Proposal

The Proposals prepared by the agency and all correspondence and documents relating to the proposal exchanged by the agency and BEE, shall be written in the English language, provided that any printed literature furnished agency may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7.15 Confidentiality

BEE requires that recipients of this document to maintain its contents in the same confidence. as their own confidential information and refrain from any public disclosure whatsoever. Bidders need to sign non-disclosure agreement.

7.16 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.

7.17 Authorized Signatory for Agency

The "Agency" as used in the Proposal shall mean the one who has signed the Bid document forms. The authorized signatory should be the duly Authorized Representative of the Agency, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the agency shall be annexed to the Proposal. BEE may reject outright any Proposal not supported by adequate proof of the signatory authority.

7.18 Contact details of the Agency

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

7.19 Queries on the RFP

Agency requiring any clarification on this document may send a query in writing at the BEE's contact address indicated in section 2 of this document. BEE's response (including an explanation of the query but without identifying the source of inquiry) to all the queries, received not later than the dates prescribed by the BEE in section 2 of this document, will be made available on the website and sent to all consultants who have given their contact details. BEE may also hold a pre-bid meeting if needed to give clarifications and invitation of the same will be sent to the consultants who have given their contact details.

7.20 Amendment of RFP

At any time prior to the last date for receipt of bids, BEE, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency/ firm, modify the RFP Document by an amendment. In order to provide prospective agencies / firms reasonable time in which to take the amendment into account in preparing their bids, BEE may, at their discretion, extend the last date for the receipt of bids and/or make other changes in the requirements set out in the RFP. Modification/amendment to the terms and condition after issuance of LoA to the selected bidder can be done subject to the mutually agreed terms & condition and the approval of the competent authority, however the approved cost of the project shall not be affected.

7.21 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. 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.

7.22 Documents Comprising the Technical Proposal:

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

- Form 1: Letter Pro-forma
- Form 2: Minimum Eligibility
- Form 3: prior Experience
- Form 4: Proposed Work Plan and Methodology including the timelines.
- Form 5: Resumes of the members in the proposed team.
- Form 6: Declaration Letter
- Form A1: Integrity Pact Format.
- Form A2: Undertaking Format under Integrity Pact Declaration Letter.
- Form A3: Bill of Quantity
- Financial Proposal (In separate sealed envelope)

7.23 Power of Attorney

Registered Power of Attorney executed by the bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Proposal. BEE shall not be responsible for non-receipt/non-delivery of the Proposal due to any reason whatsoever. Bidders are advised to study the Proposal carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Proposal with full understanding of its implications.

7.24 Force Majeure

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion.
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.
- e) In the event of any force majeure cause, agency or the BEE shall not be liable for delays in performing their obligations under this order and the completion dates may be extended, for a period not exceeding the period of delay attributable to the causes of Force Majeure. Neither BEE nor agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

- f) The agency shall at all times, Indemnify and keep indemnified, the BEE and its officer's servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss an damage, personal accident, injury or death of or to property or person, of the agency or subcontractor, and / or the servants or agents of the consultant or any sub-contractor and /or of the BEE).

7.25 Termination of the Bid

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

7.26 Termination of Contract

BEE shall have the right to terminate the contract of the agency at any time during the tenure of the work, if the performance of the agency is found to be unsatisfactory or violation of any clause of the RFP pertaining to execution of the work. For termination of the contract, BEE shall provide the agency a notice of minimum of 15 days, to allow the agency to clarify its position of unsatisfactory performance observed by BEE. If the clarification provided by the agency is not up to the satisfaction of the competent authority of BEE, the contract of the agency will be terminated. If terminated at any stage of the contract, the agency/firm/bidder will not be liable for rest of the milestone payment and the performance security will be forfeited by BEE. Alternatively, BEE shall recover all the paid milestone payment under the ongoing contract along with penalty and debarment/blacklisting from participation in any procurement process of BEE for specified time or indefinitely.

7.27 Terms and Conditions of Bidders

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- (ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (iv) The beneficial owner for the purpose of (iii) above will be as under.
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation: -
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent (25%) of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(v) An agent is a person employed to do any act for another, or to represent another in dealings with third person. Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

7.28 Purchase Preference to Make in India bidders:

Preference shall be given to Class 1 local Contractor as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local Contractor will be as defined in Public Procurement (Preference to Make in India), Order 2017.

7.29 Over payments and Under payments

- i. Wherever any claim for the payment of a sum of money to BEE, arises out of or under this contract against the Bidder/Seller the same may be deducted by BEE, from any sum due or which at any time thereafter may become due to the Bidder/Seller under this contract and failing that under any other contract with the company or from any other sum due to the Bidder/Seller from BEE which may be available he shall pay the claim on demand.
- ii. BEE reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. BEE further reserves the right to enforce recovery of any over payment when detected.
- iii. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Bidder/Seller or alleged to have been done by him under the contract, it shall be recovered by the Owner from the Bidder/Seller by any or all the methods prescribed above. If any underpayment is discovered the amount shall be duly paid to the Bidder/Seller by BEE.
- iv. Provided that the aforesaid right of the company to adjust over payments against amounts due to the Bidder/Seller under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Bidder/Seller under MINUS final bill is communicated to the Bidder/Seller.
- v. Any amount to the Bidder/Seller under this contract for underpayment may be adjusted against any amount due or which may at any time there after become due before payment is made to the Bidder/Seller, from him to the company on any other contract or account whatsoever.
- vi. BEE, if at any time after acceptance of the bid, decides to abandon or reduce the scope of works for any reason whatsoever, the concerned BEE official shall intimate in writing to the Bidder/Seller to that effect. The Bidder/Seller shall have no claim to any payment or compensation or otherwise whatsoever on account of such foreclosure.

7.30 Penalty for Manpower Absentees

The bidder shall provide manpower services as per the Contract and as per the instruction of concerned BEE official. The bidder shall adhere to the timeline given by the BEE for providing the required manpower.

In an event of deployed manpower availing leave, and if required by BEE, suitable substitute(s) shall be provided by the bidder as per mutual understanding with the BEE and without any additional liability to the BEE. However, if the bidder fails to provide substitute, an amount of Rs. 500/- plus applicable GST per person per day of absent, towards as a penalty, shall be recovered from bills of the bidder, in addition to non-payment of salaries for the days of absence.

In case of absence of deployed personnel without prior information to the BEE, in addition to non-payment of salaries for the days of absence, an additional amount of one day salary for each day of absence (Proportionate for the month) in respect of each and every absentee shall be deducted towards penalty from the bills of the Service Provider. However, if absent with prior permission, no such charges shall be deducted.

7.31 Liquidated Damages

If the Bidder fails to perform the work within the specified period given in the Letter of Award or any extension thereof, with respect to successful completion of portal development and maintenance thereof the Bidder shall pay to the BEE as Liquidated Damages as a sum of half percent [0.5%] of the contract price for the delayed portion for each calendar week of delay or part thereof in completion of works and handing over to the BEE. However, the number of Liquidated Damages for the contract shall be limited to a maximum of Ten Percent [10%] of the Total Contract Price. On any date, when total quantum of penalty reaches 10% of the total cost of work due to delays beyond stipulated time schedule, the BEE reserve the right to terminate the contract and proceeds the legal action and financial penalty as per RFP relevant clause.

Notwithstanding the above, in case of regular and repeated complaints against the bidder(s) and the bidder's failure in providing satisfactory services, BEE reserves the right to forfeit the performance security submitted against the LOA towards non-performance of the contract.

Further, if any extra cost is incurred by BEE due to delay in work completion by the bidder(s) beyond the completion time as per PO, the same shall also be recovered from resources available of bidder including EMD/Bid Security/encashment of Bank Guarantee or any other sources, etc. and payment paid by BEE to bidder for this project along with penalty charges. The BEE may, without prejudice to any other method of recovery, deduct the amount worked out as above from any money due or to become due to the bidder under the Contract or any other on-going contract. Alternatively, BEE may cancel the order completely or partly without prejudice to its right under the alternatives mentioned above and may be debarred /blacklisting from participation in any procurement process of BEE.

7.32 Blacklisting of firms/ banning of business

Notwithstanding any other provision of this document, BEE may decide to black-list firms or ban business with them, for specified time or indefinitely, based on facts and circumstances of the particular case generally on the following grounds but not limited:

- I. Corrupt or Fraudulent practices resorted to by bidder including misrepresentation of facts.
- II. Repeated use of delaying tactic(s) in fulfilling contractual obligations.
- III. Established litigant nature of the bidder to derive undue benefit.
- IV. Continued poor performance in the contract.

7.33 Confidentiality

The Bidder will be exposed, by virtue of the contracted activities, to internal business information of BEE, affiliates, business partners and /or customers. The bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived by virtue of execution of this contract in any form. The bidder must safeguard the confidentiality of BEE, applications, and data. For this bidder and his employees are required to sign non-disclosure agreement with BEE.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. BEE may apart from blacklisting the bidder, initiate legal action against the bidder for breach of trust. The bidder shall also not make any news release, public announcements or any other reference on the development or contract without obtaining prior written consent from the BEE. Bidder has to sign Non-Disclosure Agreement (NDA) after the award of LOA.

7.34 Limitation of Liability

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local

laws, the maximum aggregate liability of each party under this proposal for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the total value of the Contract.

7.35 Arbitration

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the Sole Arbitrator or some other person as mutually agreed by both the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

There will be no objection that the Arbitrator is a person who has dealt with the matters to which the contract relates and/or in the course of his duties he has expressed any view in any matters of dispute or differences. The award of the arbitrator shall be final and binding on the parties. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of the contract. The Arbitrator shall give Reasonable Award with respect to the dispute referred to him by either of the parties. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of DELHI shall have exclusive jurisdiction in all matters arising under the contract.

Section 8: Payment Terms

The Bidder must accept the payment terms proposed by Owner. Any deviation from the proposed payment terms would not be accepted. BEE shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of BEE.

Payment shall be released upon certification of BEE, as mentioned below.

8.1 Payment for Application Development and License:

Progressive Payment for Application Development and Licenses/Subscription Cost for 5 Years shall be released in a phased manner as detailed below:

Phase	Milestone	Payment
Phase-I	After successful preparation of SRS and DFD by the bidder and the approval of the same by Concerned BEE official. Submission of Inception report by the bidder.	10% of the total Application Development and Licenses/ Subscription Cost for 5 Years. As per SI no 1.01 of Form A3 Bidder to submit weekly schedule/plan after achieving this milestone.
Phase-II	Development of Module	20% of the total Application Development and Licenses/ Subscription Cost for 5 Years. As per SI 1.01 of Form A3
Phase-III	After successful completion of UAT (User Acceptance Test) & SAT (Site Acceptance Test) deployment of software at BEE.	25% of the total Application Development and Licenses/ Subscription Cost for 5 Years. As per SI 1.01 of Form A3
Phase-IV	BEE shall issue Go Live-1 certificate after completion of SAT based on Basic feature of RCO portal,	20% of the total Application Development and Licenses/ Subscription Cost for 5 Years. As per SI 1.01 of Form A3
Phase-V	BEE shall issue Go Live-2 certificate after completion of SAT based on Advance feature of RCO portal.	25% of the total Application Development and Licenses/ Subscription Cost for 5 Years As per SI no 1.01 of Form A3

8.2 Payment for Cloud Server:

Phase	Milestone	Payment
Successful migration of the RCO portal at the end of development phase, to Cloud environment and approval by Concerned BEE official.	Successful migration to the cloud environment	100% on Procurement of cloud server. As per SI 2.0 of Form A3
Operations & Maintenance Costs – for 5 years	Yearly after satisfactory delivery of the services.	As per SI 3.0 of Form A3

8.3 Payment for Resident Engineer & C-AMC:

The Payment for Resident Engineer & C-AMC activities shall be released on quarterly basis after the completion of every quarter and upon verification by concerned BEE official or his authorised representative and on submission of following documents:

- a) Vendor's detailed invoice in triplicate.

- b) Certificate regarding PF and other statutory requirement in relation to labour laws by Vendor.
- c) Certificate from the vendor for the payment to the deputed Resident Engineer as per the prevailing Government minimum wages norms. During pendency of contract if Government increases the wages, vendor has to absorb the same ensuring payment to the residence engineer as per Government norms.
- d) Tax shall be deducted at source as per the statutory laws.

8.4 For Training Charges:

The Payment for Total Training, if any, shall be released after the completion of every training and after verification by concerned BEE official or his authorised representative. The payment shall be processed on the Quarterly basis based on the no. of training sessions taken.

A training session for a minimum of 30 people lasting 4 hours will be counted as one day. For each participant beyond 30, an additional cost per person will apply. Bidders should provide the additional cost per person for any number exceeding 30 in their quotation.

The Trainer is to make the necessary arrangements towards flight movements, boarding/lodging, local conveyance and other incidental expenditure for the workshop/training at various locations on his/her expenses.

Payment towards training charges shall be on actual basis and bidder shall quote the price accordingly as mentioned in financial proposal and it also noted that no of training mentioned in financial proposal is in indicative in nature and may increase or decreased based on BEE requirement.

8.5 Mode of Payment:

All payments shall be made through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.

8.6 Taxes & Duties:

Taxes & duties shall be paid as per applicable Gol directives. GST, Income Tax etc. shall be deducted at source. In addition to this, TDS on GST shall also be deducted as per GST act.

Section 9: Forms for the Proposal

Form-1: Letter Pro-forma.

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

Sub: Development, Implementation & AMC (05 years) of National RCO portal

Sir/ Madam,

The undersigned is the authorized representative of the (M/s.....), having read and examined in detail the complete RFP document in respect of Request for Proposal for Development, Implementation & AMC (05 years) of National RCO portal do hereby express their interest to provide 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: prior Experience
- Form 4: Proposed Work Plan and Methodology including the timelines.
- Form 5: Resumes of the members in the proposed team.
- Form 6: Declaration Letter
- Bid processing fee of ₹.....
- Earnest Money Deposit (EMD)of
- 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:

Signature	Signature
Name	Name
Address	Designation
Date	Date

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 Bid Opening Date			
5	Prior experience (as per section 5) Yes/No			
6	If Yes, Number of projects done			
		FY 2021-22	FY 2022-23	FY 2023-24
7	Annual Turnover from Consultancy Services**			
8	Annual Profits **			

* Enclose a copy of Registration document

**Enclose a copy of Audited Financial Statement

Witness:	
Signature	
Name	
Address	
Date	

Form 3: prior Experience

Please indicate the experience as per section 5 in the format provided below, mention the details of the assignments directly related to the relevant field. Firms having larger experience must furnish the details of all other similar assignments separately in the same format as provided below. Kindly Note, the agency/firm shall mention the details of prior assignments done (preferably during last 5-6 years).

(Should be given separately for each Project)

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

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

Witness:	
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Signature	
Name	
Address	
Date	

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

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

Form 5: Resumes of the members in the proposed team

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

Role in project	Name	Qualification	Years of Total work Experience	Years of Relevant work Experience	Remarks if any
Project Manager					
Enterprise / Solution Architect/ Security Architect Engineer					
Quality Assurance (QA) Engineer / Manager					
Software Development Engineer / Manager					
Technical Leads					
Database Administrator (DBA)					
Resident Engineer (BEE Location)					

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

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

Form 6: Declaration Letter

Declaration Letter on official letter head stating the following:

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract We are not blacklisted by any Central / State Government / Public Sector Undertaking in India.

Witness:	
Signature	
Name	
Address	
Date	

Form A1: Format for Integrity Pact

Integrity Pact

(Refer clause 4.3)

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

This Integrity Pact is made at on this Day of 2024.

BETWEEN

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

AND

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

Article-1-Commitments of the Principal

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principle

Preamble

WHEREAS, the Principal has floated the Tender {RFP No_____ dated _____}

(hereinafter referred to as “Tender/ Bid”) and intends to award, under laid down organizational.

procedure, contract for _____ {Name of the work} (hereinafter referred to as the “Contract”).

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

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

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

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

- a. No employee of the principal, personally or through family members, will connection with the Tender for.....{Name of the work}, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The principal will, during the Tender process, treat all Bidders with equity and reason. The principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution.
- c. The principal will exclude all known prejudiced persons from the process.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

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

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

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

Article 3 Disqualification from tender process and exclusion from future contracts

(1) If the Bidder/ Contractor/ Consultant/ Vendor, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder/ Contractor/ Consultant/ Vendor from the tender process.

(2) If the Bidder/ Contractor/ Consultant/ Vendor has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Consultant/ Vendor for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR, 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to the principal, taking into account the severity of the transgression. The severity will be determined by the principal by taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Consultant/ Vendor and the amount of the damage.

(3) A transgression is considered to have occurred if the principal after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".

(4) The Bidder/ Contractor/ Consultant/ Vendor with its free consent and without any influence agrees and undertakes to respect and uphold the principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Consultant/ Vendor shall be final and binding on the Bidder/ Contractor/ Consultant/ Vendor, however, the Bidder/ Contractor/ Consultant/ Vendor can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc. arising from violation of this Integrity Pact, the Bidder/ Contractor/ Consultant/ Vendor shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the principal, the exclusion of the Bidder/ Contractor/ Consultant/ Vendor could be revoked by the principal if the Bidder/ Contractor/ Consultant/ Vendor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization

Article 4 Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Article-3, the principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the principal.

(2) If the work has been awarded then in addition to (1) above, the principal shall be entitled to cancel the letter of acceptance/ notice of award issued to the Bidder.

(3) If the contract/ agreement has been signed, then the principal shall be entitled to take recourse to the relevant provisions of the contract, related to Termination of Contract, due to Contractor's/ Consultant's/ Vendor's Default. In such case, the principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Consultant/ Vendor and/ or demand and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination.

Article 5 Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

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

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

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

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

Article 8: Independent External Monitor (IEM)

- (1) The principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.
- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the principal.
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him, as and when warranted.
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the principal and recuse himself/ herself from that case.
- (7) The principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.
- (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.

9) The Monitor will submit a written report to the principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(10) If the Monitor has reported to the principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(11) The word 'Monitor' would include both singular and plural.

Article 9 Pact Duration

(1) The validity of this Integrity Pact shall be from the date of its signing and extend till the complete execution of the contract to the satisfaction of both the Principal and the Bidder/ Contractor/ Consultant/ Vendor, including warranty period or defects liability period/ maintenance period, whichever is later. In case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract with the successful bidder.

(2) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Principal.

Article 10 Other Provisions

(1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing only. (3) If the Bidder/ Contractor/ Consultant/ Vendor is in a partnership/ joint venture or a Consortium, this Pact must be signed by all partners or members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

(5) Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.

(6) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in Integrity Pact shall prevail.

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

(8) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Consultant/ Vendor who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

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

(For & On behalf of the (Principal) (For & On behalf of Bidder/ Contractor/Consultant/ Vendor)¹

(Office Seal) (Seal/ Stamp) Place _

Date _ _ Witness 1:

(Name & Address) _

Witness 2:

(Name & Address) _

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

Form A2: Undertaking Format under Integrity Pact Declaration Letter

FORM OF UNDERTAKING

(to be given on the letterhead of the Bidder/ Lead Member)

To

.....

BUREAU OF ENERGY EFFICIENCY (BEE),

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

Subject: BID for the "....." Reference: RFP No..... dated:

Dear Sir,

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

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

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

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

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

Of.....or Bid.}

Yours faithfully,

(name of the Bidder).

The duly signed Integrity Pact is enclosed

Form A3: Bill of Quantity

Sl. No.	Description	Unit	Qty. (A)	Remarks*
Development, Implementation & AMC (05 years) of National RCO portal (Mandatory)				
1	Development and Implementation Phase			
1.01	Application Development and Licenses/Subscription Cost for 5.5 Years ((Development period (Maximum 6 month) + 5 Years AMC))	LS	1	
1.02	Resident Engineer for a period of development period	LS	1	
2.	Cloud server Deployment			
2.01	Procurement of Cloud server (Main & Backup) and Maintenance for Year 1 after successful migration and after Go-live	LS	1	
2.02	Procurement of Cloud server (Main & Backup) and Maintenance for Year 2 after successful migration and after Go-live	LS	1	
2.03	Procurement of Cloud server (Main & Backup) and Maintenance for Year 3 after successful migration and after Go-live	LS	1	
2.04	Procurement of Cloud server (Main & Backup) and Maintenance for Year 4 after successful migration and after Go-live	LS	1	
2.05	Procurement of Cloud server (Main & Backup) and Maintenance for Year 5 after successful migration and after Go-live	LS	1	
3	Comprehensive Annual Maintenance Phase (C-AMC)			
3.01	Comprehensive AMC for the Scope as defined in Technical Specification for Year 1 after completion of development period	LS	1	
4	Training of 01 day for a duration of 04 hours irrespective of number of trainers & sessions.	Man days	10	

*Bidder to provide confirmation regarding supplied of quantity mentioned in the bill of quantity

Format for financial proposal.

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Subject: Financial proposal Development, Implementation & AMC (05 years) of National RCO portal

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

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

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

Sl. No.	Description	HSN Code	Applicable GST Rate (%)	Total cost as per Scope of Work/RFP (INR)
Development, Implementation & AMC (05 years) of National RCO portal (Mandatory)				
1	Development and Implementation Phase			
1.01	Application Development and Licenses/Subscription Cost for 5.5 Years ((Development period (Maximum 6 month) + 5 Years AMC))			
1.02	Resident Engineer for a period of development period			
1.03	Sub Total lump sum cost			
2.	Cloud server Deployment			
2.01	Procurement of Cloud server (Main & Backup) and Maintenance for Year 1 after successful migration and after Go-live			
2.02	Procurement of Cloud server (Main & Backup) and Maintenance for Year 2 after successful migration and after Go-live			
2.03	Procurement of Cloud server (Main & Backup) and Maintenance for Year 3 after successful migration and after Go-live			
2.04	Procurement of Cloud server (Main & Backup) and Maintenance for Year 4 after successful migration and after Go-live			
2.05	Procurement of Cloud server (Main & Backup) and Maintenance for Year 5 after successful migration and after Go-live			
2.06	Sub Total lump sum cost			
3	Comprehensive Annual Maintenance Phase (C-AMC)			

3.01	Comprehensive AMC for the Scope as defined in Technical Specification for Year 1 after completion of development period			
3.02	Sub Total lump sum cost			
4	User Training			
4.1	10 training session of 01 day each for a duration of 04 hours irrespective of number of trainers & sessions.			
4.2	Sub Total lump sum cost			
5	Total Cost for financial Evaluation (1.03+2.06+3.02+4.2)			

Other Terms and Conditions:

- a. The bidder has to provide the cost for first year of comprehensive AMC. The AMC cost for each progressive year shall be incremented based on the inflation rate declared by the Government of India for the previous year.
- b. While quoting Bid Prices, bidder shall ensure that total cost quoted for Maintenance Support and Comprehensive Maintenance Period-Mandatory shall be minimum 50% of total quoted price for development phase.
- c. Financial bid will be evaluated on total lumpsum cost quoted by bidder as per financial proposal.
- d. Quoted prices shall be inclusive of duties, taxes and GST.
- e. The bidder shall submit PAN and GST Registration Certificate in support of claim of GST.
- f. If there is a discrepancy between words and figures, the amount written in words will prevail.
- g. The offered prices should be firm and no request for variation of prices shall be entertained till completion of the project.

We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Seal:

Annexure-I:

Bank Details

Name of the Beneficiary : Bureau of Energy Efficiency
Bank A/c No. : 89830100010654
Name of the Bank : Bank of Baroda
Branch Address : Bhikaji Cama Place, New Delhi-110066
E Mail ID : nikhil.prasad@beeindia.gov.in
A/c Type : Saving
Branch Code : 8983
IFSC Code : BARB0VJBCPL
MICR Code : 110012308
Swift Code : BARBINBBNND
PAN No. : AAAAE0631J

		बी.सी.प्लेस, दिल्ली B C PLACE, DELHI RTGS / NEFT IFSC CODE: BARB0VJBCPL		जारी की गई तारीख से तीन महीने के लिए वैध VALID FOR THREE MONTHS FROM THE DATE OF ISSUE	
		CBS		D D M M Y Y Y Y	
Pay		Or Bearer		या धारक को	
Rupees रुपये		अदा करें		₹	
A/c No. 89830100010654		FOR BUREAU OF ENERGY EFFICIENCY			
SS/2012/0E		भारत की सभी शाखाओं में समतुल्य देय Payable at par at all branches in India		Please sign above	
000001 110012308 010654 31					

Annexure-II



**Bureau of
Energy Efficiency**
Ministry of Power, Government of India

Technical Specifications for RCO Compliance Portal

Technical Specification

Key Agencies Involved

- Obligated Designated Consumer(s) (ODC or obligated DC) on whom the minimum share of consumption of non-fossil sources (renewable energy) as energy or feedstock is mandated –
- any designated consumer who is a distribution licensee.
 - **Distribution Licensee:** means the “Distribution Licensee” who is authorized to operate and maintain a distribution system for selling electricity to the consumers in its area of supply at tariffs regulated by the State / Central Regulatory Authority, whichever is applicable
- any designated consumer consuming electricity from a grid connected captive power plant(s) based on sources other than non-fossil sources.
 - provided that captive co-generation plant(s), and captive waste heat recovery plant(s) based on sources other than non-fossil sources; will also be considered as obligated designated consumers.
 - **Captive Consumer:** means a consumer permitted by the Distribution Licensee / Commission to receive supply of electricity from a person, other than the Distribution Licensee of its area of supply, and the expression(s) includes a generator and a licensee, who has availed of open access
- any designated consumer procuring electricity through open access from sources other than non-fossil sources.
 - provided that such sources will include co-generation plant(s) and waste heat recovery plant(s) generating electricity from sources other than non-fossil sources.
 - **Open Access Consumer:** means a consumer permitted by the Distribution Licensee / Commission to receive supply of electricity from a person, other than the Distribution Licensee of its area of supply, and the expression(s) includes a generator and a licensee, who has availed of open access
- **State Designated Agency (SDA):**
- In exercise of the powers conferred by section 15(d) of EC Act 2001, all the State Governments have designated an agency as State Designated Agency (SDA) to coordinate, regulate and enforce the provisions of the EC Act 2001 within the State.
- **State Load Dispatch Centre (SLDC):** means the center established under sub- section (1) of section 31 of the act (EA, 2003).
- **State Commission:** The State Electricity Regulatory Commission constituted under sub-section (1) of section 82 and includes a Joint Commission constituted under sub- section (1) of section 83 of the act (EA, 2003).
- **Regional Load Dispatch Centre (RLDC):** means the Centre established under sub- section (1) of section 27 of the act (EA, 2003)
- **BEE as RPO Compliance Administrator:** MoP vide S.O. 4617(E) dated 29th Jan 2021 has entrusted the responsibilities of maintaining data related RPOs to BEE.
- **Central Commission:** means the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 of the act (EA, 2003).
- **Ministry of New and Renewable Energy (MNRE):** The Ministry of New and Renewable Energy (MNRE) is the nodal Ministry of the Government of India for all matters relating to new and renewable energy.

- **Accredited carbon verification agency or ACV Agency** shall have the same meaning as assigned to it in the Carbon Credit Trading Scheme, 2023, as amended from time to time.
- **Accredited Energy Auditor or AEA** shall have the same meaning as assigned to it under the Energy Conservation Act.

Abbreviation

API	Application Programming Interface
AEA	Accredited Energy Auditor
ACV	Accredited carbon verification agency
CEA	Central Electricity Authority
CERC	Central Electricity Regulatory Commission
COP26	26 th Conference of the Parties, held at Glasgow
CPP	Captive Power Producer
DISCOM	Distribution Company
DRE	Distributed Renewable Energy
FTP	File Transfer protocol
Gol	Government of India
GOAR	Green Open Access Registry
HPO	Hydro Purchase obligation
ISGS	Inter State Generating Stations
JERC	Joint Electricity Regulatory Commission
LDC	Load Dispatch Centre
LTA	Long Term Access
MNRE	Ministry of New and Renewable Energy
MoP	Ministry Of Power
MTOA	Medium Term Open Access
NIC	National Informatic Centre
NLDC	National Load Dispatch Centre
NOAR	National Open Access Registry
NPP	National Power Portal
O&M	Operation and Maintenance
OE	Obligated Entity
BEE	Bureau of Energy Efficiency
RE	Renewable Energy
REC	Renewable Energy Certificate
RLDC	Regional Load Dispatch Centre
RPO	Renewable Purchase Obligation
SERC	State Electricity Regulatory Commission
SLDC	State Load Dispatch Centre
SDA	State Designated Agency

STA	Short Term Open Access
UT	Union Territory
WBES	Web Based Scheduling Software

Background

India's renewable energy expansion program ranks among the largest in the world in terms of installed capacity. Policy measures, including renewable purchase obligations (RPOs), underpin this growth by mandating entities such as Discoms and Captive Power Plants to procure a minimum percentage of electricity from renewable sources. Enshrined in the Electricity Act 2003 and National Tariff Policy 2006, RPOs play a pivotal role in fostering renewable energy adoption.

In November 2021, during COP26, the central government pledged to attain 500 GW of non-fossil-based generation capacity by 2030. Recognizing the crucial role of Renewable Purchase Obligations (RPOs) in meeting these targets, Parliament enacted amendments to the Energy Conservation Act in December 2022. Notably, one of these amendments grants the Central Government the authority to establish obligations for specified non-fossil energy consumption. In October 2023, the Ministry of Power utilized its newly acquired statutory powers under the Energy Conservation Act to announce year-wise Renewable Purchase Obligations (RPOs) until 2030, commencing from 2024-25. This marks the first-ever notification of RPOs under this Act, encompassing distinct sub-targets for wind, hydro, and distributed RE within the overarching objectives. The notification outlines the mandated minimum share of non-fossil source consumption, encompassing energy or feedstock, for designated consumers. Additionally, it builds upon the July 2022 MoP notification, introducing varied consumption shares for different non-fossil sources, including a new category for distributed renewable energy (DRE).

As per the notification, the BEE is tasked with overseeing data on designated consumer(s) (DCs) compliance with RE utilization. BEE is required to submit reports to the Central Government. This notification incorporates the Renewable Purchase Obligation (RPO) compliance mechanism, encompassing provisions for penalties & adjudication, within scope of the Energy Conservation Act. Knowledge Partner The revised RPOs serve as a pivotal strategy in meeting national commitments, enhancing energy security, and mitigating fossil fuel imports.

Annual RPO trajectory stipulated by the MoP:

Sl. No	Year	Wind RE	Hydro RE	Distributed RE	Other RE	Total RE
1.	2024-25	0.67%	0.38%	1.50%	27.35%	29.91%
2.	2025-26	1.45%	1.22%	2.10%	28.24%	33.01%
3.	2026-27	1.97%	1.34%	2.70%	29.94%	35.95%
4.	2027-28	2.45%	1.42%	3.30%	31.64%	38.81%
5.	2028-29	2.95%	1.42%	3.90%	33.10%	41.36%
6.	2029-30	3.48%	1.33%	4.50%	34.02%	43.33%

Prior to 20 Oct 2023, SERCs have been issuing RPO targets in respective states. While the SERCs' regulations have provisions of penalty for non-compliance of RPO, the compliance level of the Distribution Licensees have been very low in the past. Further, very few SERCs have issued orders related to compliance with RPOs, and even those that have done so have allowed the RPO to be carried forward to subsequent years. With significant rise in renewable energy capacity each passing year, there has been improvement seen in the compliance. Presently, the information on RE purchase is available at different platforms and there is no uniform reporting framework. It, therefore, becomes necessary to introduce a monitoring and feedback mechanism to assess the RPO compliance for effectively pursuing with the States and UTs. This data is significant for monitoring the compliance and settlement status of all the obligated DCs. It could further improve the Renewable Energy Certificates (RECs) market and thereby help in charting out implementation strategies for the future of RE in India.

MoP vide Gazette notification S.O. 4617(E) dated 20.10.2023 entrusted the responsibility for monitoring the RPO compliance to BEE. Therefore, it is envisaged to develop an IT-enabled portal for capturing the data from the root level. This would enhance the access to relevant information pertaining to RPO as it would provide a centralized platform to monitor RPO compliance status for all the states. The intent of developing the portal is:

- Accessibility of information pertinent to Distribution Licensee, Captive Power Producers, and Open Access Consumers
- Enhancing transparency in the RPO compliance process
- Creating user interfaces for the Obligated DCs where they may provide data on RPO compliance.
- Creating user interfaces for the verification entities to cross-verify the data provided by Obligated DCs.
- Preparing a database for this system and analytics modules to analyse the effectiveness of RPO regulations in states.
- Compilation of Wind RE / Hydro RE / Distributed RE (DRE) / Other RE data from states and onwards submission to MNRE / MoP, as the case may be.

Regulatory Provisions

Historical evolution of RPO regulatory provisions

The RPO mechanism was originated based on the provisions in the section 86 (1) (e) of the Electricity Act 2003. The mechanism has evolved through a series of regulatory provisions emanating from the EC Act. Following are the key highlights of regulatory provisions related to RPO in the previous RPO regime.

- **Electricity Act 2003:**
 - Section 86(1) (e) empower state regulatory commissions to promote generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licensee.
 - Act also defines the penalties under the section 142. (*Punishment for non-compliance of directions by Appropriate Commission*).
- **National Electricity Policy 2005**
 - National Electricity Policy outlines several provisions for promoting and harnessing of RE sources. It also highlights the need for efforts to be made to reduce the capital cost of renewable projects through competition, at the same time, backs promotional measures for development of technologies and a sustained growth of renewables.
- **Revision in Tariff Policy 2016**
 - Section 6.4 (1) Pursuant to provisions of section 86(1)(e) of the Act, the Appropriate Commission shall fix a minimum percentage of the total consumption of electricity in the area of a distribution licensee for purchase of energy from renewable energy sources.
 - *Long term growth trajectory of Renewable Purchase Obligations (RPOs) will be prescribed by the Ministry of Power in consultation with MNRE.*
 - *With the objective of creating renewable power capacity of 175 GW by March 2022; the Ministry of Power, after consultation with Ministry of New and Renewable Energy, had notified the long-term trajectory of **Renewable Purchase Obligations (RPOs) for solar and non-solar power vide its orders dated 22nd July 2016 and 14th June 2018.***
- **MOP prescribed the long-term trajectory of RPO vide order dated 29.01.2021 (Including the Hydro power obligations)**
 - On 8th March 2019, the Government issued an order **detailing various policy measure to**

promote hydropower sector in India inter-alia declaring large hydropower projects including pumped storage projects having capacity of more than 25 MW which come into commercial operation after 8th March 2023 as renewable energy source and to **specify Hydropower Purchase Obligation (HPO) within Non-Solar Renewable Purchase Obligation.**

- In compliance of the above decision and with the **objective to add 30,000 MW** of hydropower capacity by the year 2029-2030, Ministry of Power has prepared a revised trajectory of RPO including long term trajectory for HPO considering the LHPs commissioned after 8th March 2019.
 - **In super-session of orders dated 22nd July 2016 and 14th June 2018, the Ministry of Power specified the RPO trajectory including the Hydro purchase obligation trajectory till 2030.**
 - **The order provides flexibility across the RPO trajectory**, allowing fulfilment through solar, non-solar, and HPO sources. If compliance reaches 85% or more through RPO (solar, non-solar, HPO), any shortfall can be met using other two RPO sources.
- **RPO Trajectory revised dated 22.07.2022 and corrigendum dated 19.09.2022.**
- Joint-Committee under the co-chairmanship of Secretary, Ministry of Power and Secretary, Ministry of New and Renewable Energy, was constituted and defined the RPO trajectory for 2022-2030.
 - The order categorizes the renewable purchase obligation under three categories i.e., *Wind RPO, HPO and Non-Solar RPO.*
- **Energy Storage Obligation (ESO) Trajectory notified dated 22.07.2022.**
- Along with RPO targets defined in MoP trajectory order dated 22nd Jul 2022, MoP has introduced Energy Storage Obligation which shall be applicable from FY2023-24 until 2029-30.
 - The energy storage shall be calculated in energy terms as a percentage of total consumption of electricity and shall be treated as fulfilled only when at least 85% of the total energy stored in the Energy Storage System (ESS), on an annual basis is procured from renewable energy sources.
 - The energy storage obligation shall be reviewed periodically by Ministry of Power considering the commissioning/operation of PSP capacity, to accommodate any new promising commercially viable Energy Storage technologies and reduction in cost of Battery Energy Storage System (BESS)
 - Energy Storage Obligation to the extent of energy stored from RE sources shall be considered as a part of fulfilment of the total RPO.
 - The following percentage of total energy consumed shall be solar/wind energy along with through storage.

FY	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Storage %	1	1.5	2	2.5	3	3.5	4

Note: The Energy Storage Obligation (ESO) continues to be in force currently under the Electricity Act 2003, while Renewable Purchase Obligation (RPO / RCO) is now enforced under the EC Act 2001 as highlighted in the next sub-section.

Current Regulatory provisions

Following the amendment of the Energy Conservation Act in Dec. 2022, the MoP notified the RPO trajectory under the EC Act, and entrusted BEE with maintaining data related to compliance of renewable energy utilization. Following are the latest regulatory provisions relating to RPO under EC Act.

- **Amendment to the Energy Conservation Act issued on 19th December 2022.**

- **Amendment of section 14 of the Principal Act:**
 - “**Clause (x)** specify minimum share of consumption of non-fossil sources by designated consumers as energy or feedstock, provided different share of consumption may be specified for different types of non-fossil sources for different designated consumers.”
- **Non-compliance to above will attract the penal provisions as per the Energy Conservation (Amendment) Act, 2022.**
 - If any person fails to comply with the directions issued under **clauses (n) and (x)** of section 14, he shall be liable to a penalty which shall not exceed ten lakh rupees for each such failure.
 - Provided that he shall also be liable to an additional penalty which shall not exceed twice the price of every metric ton of oil equivalent prescribed under this Act, which is in excess of the prescribed norms.
 - **Amendment of the section 26(3) outlines the penalties for the non-compliance with the directions issued under clauses (n) and (x) of section 14.**
- **MoP Notification of RPO Trajectory dtd 20 October 2023 under EC Act**
 - In October 2023, the Ministry of Power utilized its newly acquired statutory powers under the Energy Conservation Act to announce year-wise Renewable Purchase Obligations (RPOs) until 2030, commencing from 2024-25.
 - This marks the first-ever notification of RPOs under this Act, encompassing distinct sub-targets for wind, hydro, and distributed RE within the overarching objectives.
 - The notification outlines the mandated minimum share of non-fossil source consumption, encompassing energy or feedstock, for designated consumers. Additionally, it builds upon the July 2022 MoP notification, introducing varied consumption shares for different non-fossil sources, including a new category for distributed renewable energy (DRE).
 - As per the notification, the BEE is tasked with overseeing data on designated consumer(s) (DCs) compliance with RPO obligations. BEE is required to submit reports to the Central Government.
 - This notification incorporates the Renewable Purchase Obligation (RPO) compliance mechanism, encompassing provisions for penalties & adjudication, within scope of the Energy Conservation Act.

REC Mechanism

The pan-India market-based REC mechanism was introduced in 2010 in response to the mismatch between the availability of RE sources and the requirement for obligated entities to fulfil their RPO. An REC is a market-based instrument that certifies a bearer owns one megawatt-hour (MWh) of electricity generated by a renewable resource. It is introduced to encourage the RE capacity addition in the States where there is potential for RE generation as the REC framework seeks to create a national-level market for such generators to recover their cost.

India's Commitment at COP26 – Target 2030

As per the commitment at COP26, India shall increase its non-fossil energy capacity to 500 GW by 2030, which shall serve 50 percent of its energy requirements. Also, India will reduce the total projected carbon emissions by one billion tons from now (Nov 2021) onwards till 2030 in doing which it will reduce the carbon intensity of its economy by less than 45 percent.

Institutional Mechanism, Roles, and Responsibilities for monitoring PRO/RCO compliance, criteria, and framework.

In accordance with Clause 14 (x) of the Energy Conservation Amendment Act 2022, the updated Renewable Purchase Obligation (RPO), now referred to as the Renewable Consumption Obligation (RCO), mandates a minimum consumption share of non-fossil sources by designated consumers, either as energy or feedstock. This mandate allows for different consumption shares to be specified for various types of non-fossil sources and different designated consumers.

The RPOs are categorized into Wind Renewable Energy, Hydro Renewable Energy, Distributed Renewable Energy (DRE), and Other Renewable Energy. The Ministry of Power (MoP) has outlined the target RPO trajectory up to the year 2030. These specified RPO targets must be uniformly adhered to and met by the Obligated Designated Consumers (DCs) across all States and Union Territories. Obligated DCs, which include Distribution Companies (Discoms), Open Access Consumers, and Captive Power Producers, are required to purchase a minimum share of their electricity from renewable energy sources as per the RPO targets defined in the MoP trajectory order dated October 20, 2023.

Institutional Mechanism, Roles, and Responsibilities for monitoring compliance

(1) Roles and Responsibilities of MoP

- a. Notifying the renewable consumption obligations norms/target and year wise trajectory thereof under Sub-section (x) of Section 14 of the Act
- b. Certification of the annual renewable consumption obligations compliance / shortfall of each obligated Designated Consumer, based on the recommendation of Bureau of Energy Efficiency

(2) Roles and Responsibilities of Bureau as Compliance Administrator:

- a. The Bureau of Energy Efficiency shall be the Compliance Administrator for the Renewable Consumption Obligations.
- b. As the administrator, the Bureau shall discharge the following functions, namely:
 - i. to recommend renewable consumption obligations (minimum share of consumption of non-fossil sources as energy or feedstock) targets / trajectory for different types of non-fossil sources for different designated consumers to the MoP
 - ii. to develop and maintain the procedures for compliance with renewable consumption obligations
 - iii. to develop data submission formats, forms for effective functioning of mechanism for compliance with renewable consumption obligations
 - iv. to operationalize the compliance procedures with the help of State Designated Agencies (State Designated Agencies)
 - v. to review and finalize the compliance status of designated consumers, based on reports by State Designated Agencies and
 - vi. to report to the central government on the compliance status of renewable consumption obligations by different Designated Consumers
 - vii. to recommend to the State Designated Agency for initiation on penalty proceedings for non-compliant Designated Consumers

(3) Roles and Responsibilities of State Designated Agencies

- a. to recommend to the Bureau, on improving effectiveness of renewable consumption obligations compliance procedures at the state level and suggest any operational modifications required

- b. to conduct the necessary verification of renewable consumption obligations compliance data received from obligated Designated Consumers and cross verification with data received from state and / or regional load despatch centres.
- c. to communicate any discrepancies found during such verification and ensuring reconciliation of the same by the obligated Designated Consumer in consultation with the state and / or regional load despatch centres.
- d. to submit to State Commission and the Bureau, the renewable consumption obligations compliance reports in the manner and frequency as prescribed in these rules and as amended from time to time.
- e. to approach the State Commission on non-compliance of renewable consumption obligation targets by the obligated Designated Consumers at the recommendation of BEE as per the procedure prescribed under the relevant regulations framed by the concerned State Electricity Regulatory Commission read with the Energy Conservation (Manner of holding inquiry) Rules, 2009

(4) Roles and Responsibilities of Load Despatch Centres and REC registry

- a. The applicable State and Regional Load Despatch Centres as the case may be, shall provide the information necessary for cross verification of the renewable consumption obligations of the obligated designated consumers to the respective State Designated Agency and the Bureau
- b. The Renewable Energy Certificate Registry shall provide the obligated Designated Consumer wise information on purchase and redemption (self-retention) of renewable energy certificates as needed for cross verification of the renewable consumption obligations of the obligated designated consumers to the respective State Designated Agency and the Bureau

(5) Roles and Responsibilities of other State level agencies

- a. The Office of the PWD (Electrical) or Electrical Inspectorate or other relevant state level agency as case may be in respective states (i.e. respective state agency tasked with regulatory aspects including registration of CPPs) shall provide details of registered Captive Power Plants (CPPs) to State Designated Agencies and BEE in the manner and at intervals as specified in these rules and subsequent amendments thereof.

(6) Roles and Responsibilities of AEA / ACV Agency for verification of Renewable Consumption Obligations Compliance

- a. The AEA / ACV Agency shall be appointed by the respective obligated Designated Consumer for verification of the data and information pertaining to renewable consumption obligations compliance of the obligated Designated Consumer
- b. The AEA / ACV Agency shall conduct the annual verification of renewable consumption obligations compliance for the respective obligated Designated Consumer, in the manner and within timelines as prescribed by MoP from time to time.

(7) Roles and Responsibilities of Designated Consumers Obligated under Renewable Consumption Obligations (Obligated Designated Consumers)

- a. Comply with all rules and guidelines as prescribed from time to time regarding renewable consumption obligations.
- b. Fulfil Renewable Consumption Obligations as per modes of compliance specified under Rule 7 of these rules.
- c. Appoint AEA / ACV Agency and facilitate the verification of renewable consumption obligations compliance information by providing access to necessary data and information.

- d. In case of corporate compliance to renewable consumption obligations, unequivocally demonstrate ownership or control by self-certification through CEO or equivalent; and by certification from Company Secretary or by chartered accountant, as stipulated in Rule 9 (2), sub-rule (b) viii
- e. Provide necessary data and information in prescribed formats to facilitate renewable consumption obligations compliance monitoring in the manner and within timelines as prescribed in these rules and amended from time to time.

Criteria for meeting RPO compliance

1. The RPO is calculated based on total consumption of electricity by Obligated DC.
2. The wind renewable energy component shall be met by energy produced from Wind Power Projects (WPPs) commissioned after 31 March 2024.
3. The hydro renewable energy component shall be met only by energy produced from Hydro Power Projects [including Pump Storage Projects (PSPs) and Small Hydro Projects (SHPs)], commissioned after the 31 March 2024.
 - a. Provided that the hydro renewable energy component may also be met out of the free power being provided to the State/DISCOM from the Hydro Power Projects commissioned after the 31 March 2024.
 - b. Provided further that the hydro renewable energy component may also be met from Hydro Power Projects located outside India as approved by the Central Government on a case to-case basis.
4. The distributed renewable energy component shall be met only from the energy generated from renewable energy projects that are less than 10 MW in size and shall include solar installations under all configurations (net metering, gross metering, virtual net metering, group net metering, behind the meter installations and any other configuration) notified by the Central Government:
 - a. Provided that the compliance against distributed renewable energy shall ordinarily be considered in terms of energy (Kilowatt hour units):
 - b. Provided further that in case the designated consumer is unable to provide generation data against distributed renewable energy installations, the reported capacity shall be transformed into distributed renewable energy generation in terms of energy by a multiplier of 3.5 units per kilowatt per day (kWh/kW/day).
5. The 'other renewable energy' component may be met by energy produced from any renewable energy power project other than specified in points 2, 3 and 4 above, and shall comprise energy from all WPPs and Hydro Power Projects [including Pump Storage Projects (PSPs) and Small Hydro Projects (SHPs)], including free power, commissioned before 1 April 2024.
6. Any shortfall in achievement of stipulated wind renewable energy consumption in a particular year may be met with hydro renewable energy which is in excess of that energy component for that year and vice-versa. The balance excess energy consumption under wind renewable energy or hydro renewable energy component in that year, may be considered as part of other renewable energy component.
7. Any excess energy consumption under Other renewable energy component in a particular year, may be utilized to meet the shortfall in achievement of stipulated Wind renewable energy or Hydro renewable energy consumption.
8. The designated consumers who are open access consumers or consumers with Captive Power Plants shall fulfil their obligation as per the specified total renewable energy target irrespective of the non-fossil fuel source.

Framework of RPO monitoring

- **Submission of Compliance Data:**

- Obligated DCs such as Discoms, Open Access Consumers, and Captive Power Plant must submit compliance data to the State Designated Agency (SDA) in the format prescribed by the Bureau of Energy Efficiency (BEE).
- **Data Requirements:**
 - The data includes sources of fossil-based energy (both renewable and non-renewable, from own generation and procurement), and energy sales (fossil-based and non-fossil-based).
 - The data includes Own generation, Purchase and sales of fossil fuels and non-fossil fuels energy.
- **Data Auditing:**
 - The submitted data is audited by Accredited Energy Auditors (AEA) or Accredited Certification Verifiers (ACV).
- **Verification by SDAs:**
 - SDAs verify the data submitted by the obligated DCs and the State Load Dispatch Centers (SLDC), Regional Load Dispatch Centers (RLDC), and National Load Dispatch Center (NLDC). In case of discrepancies, SDAs coordinate with these entities to resolve issues and then submit a quarterly compliance report to the BEE, indicating RPO compliance and shortfalls.
- **BEE Verification:**
 - The BEE verifies the data submitted by SDAs before finalizing the report to share with the Ministry of Power (MoP).
 - MIS reports are used to inform the Central Commission, Ministry of Power, Ministry of New and Renewable Energy, and other stakeholders. Analytics are also used to extract information for policy formulation and evaluation as part of the monitoring framework.

Scope of Work

Development, Implementation & AMC (05 years) of National RCO portal

The intent of this Project is to build a portal which can be used by intended users (Distribution Licensee, Captive Power Producers, Open Access Consumers, State Designated Agency (SDA)/BEE/RLDC/NLDC/SLDC, JERC/SERC/CERC, MNRE/MoP) as a centralised platform for providing RCO compliance data, Auditing and verification of compliance data by nodal agencies or any other assigned agencies, generating compliance reports (monthly/quarterly/annually) on real-time basis.

Development & Implementation of RCO portal (Section-A):

Scope includes the Requirement gathering and development of an RCO portal. It includes all services associated with the building of the portal i.e., SRS, FRS, LLD, HLD, UI&UX design, DB Design, web portal development, Integration of SMS gateway, Payment gateway, Artificial Intelligence Reporting, testing, UAT, Security Audit, deployment and Go-Live, and also includes all services associated with the procurement, validation, and deployment of all required software/licenses, if any, that is required for operationalizing and maintaining the web portal for the complete period of the contract (inclusive of services required for Operations and Maintenance Phase). The portal is envisaged with advance features to include future integration with external applications through Web API and FTP

Operation and Maintenance of the RCO Portal (Section – B):

The scope of work for all services associated with operations, maintenance, and support services for managing the RCO portal for a period of Sixty (60) months from the Go-Live of the RCO portal. The system will also be

flexible enough to cater to future changes in RCO regulations, long term growth trajectory of RCOs issued by MoP, inclusion of new categories of applicants in the system, addition of any new categories of obligations, etc.

Section-A:

Functional Requirements

The RCO portal shall be developed in the vendor's development environment during the development phase, Necessary licenses, domain, security certificates, as required, may be procured during this phase. Application development framework including database and operating system to be considered with open-source technology/ platforms. Hosting environment should be on a Cloud from a MeitY empanelled Cloud Service Provider preferred to be Bharat Sanchar Nigam Limited (BSNL), RailTel Corporation of India Limited or GI Cloud (Megh Raj).

Creation of environment for application development necessary testing, and UAT shall be done in the vendor's environment. The development should follow open-source technology /platform and periodic security testing of the package in different stages of development shall be done and recorded. After successful UAT (User Acceptance Test) at bidder environment, the application shall be migrated on the production environment which shall be hosted on cloud storage procured by the bidder in the name of BEE.

After UAT, the SAT (Site Acceptance Test) shall be conducted on the production environment. Further, vulnerability assessment of the application along with the hosting environment will need to be conducted by CERT-In empanelled auditing agency. After successful SAT and closure of all the vulnerabilities reported during VA Test, the application will Go-Live after Clearance certificate from the concerned BEE official.

The RCO portal shall be designed to allow for seamless flow of information among the stakeholders as per the data flow diagram given in the technical specification document. It will also function as a data repository unit, where it will store all the data input from the obligated DCs.

Key functionalities of the RCO portal will include:

- i. Provide single point electronic interface for all the stakeholders, including obligated DCs (DISCOMS, Open Access participants, Captive Power Plants, etc.), State Designated Agency (SDA)/BEE/National/Regional/State LDCs, MNRE, MoP and Central/State/Joint regulatory commissions.
- ii. The front-end application shall have modular architecture and should be implemented in the progressive web app (PWA) using platform like React JS / Angular / Any State-of-the-art technology.
- iii. The backend technology should be either Node js, Django or any other State of Art technology.
- iv. The Operating system for the application shall be either Window or Linux with regular patch updates, till the duration of the contract.
- v. The database shall be My SQL database.
- vi. A mobile app should be developed in addition to the RCO web Portal. The mobile app should have all the features & modules as developed on RCO web Portal. The app will be available on the App Store for I-phone users and Play Store for android users. Mobile application shall be in conformance to standards related to interoperability, data standards, security standards. Mobile app solution should be scalable to allow for easy upgrades in future and Obligated DCs should be able to see its RCO dashboard on the application.
- vii. RCO web portal shall have Integration with SMS gateway. Obligated DCs shall get various notification/OTP on registered Mobile Number & Email Id.
- viii. RCO web portal shall have Integration with WhatsApp Business API based services to send notification /messages to be registered obligated DCs.
- ix. RCO web portal shall have integration with all modes of payment systems and payment gateway etc. to pay all sort of fees/charges such as registration fee, compliance fee etc. for all obligated DCs.
- x. RCO web portal shall have an integrated Chatbot Application which serves as a comprehensive guide to address common queries that Obligated DCs may have. This resource provides quick and accessible

information, allowing users to find answers to their inquiries efficiently. In cases where the bot cannot handle user inquiries, the chat seamlessly escalates to a Contact/Helpdesk Centre, preserving the chat history for live agent assistance.

- xi. The RCO web portal shall be complemented with a helpdesk based on a dedicated telephone / mobile number, that shall be operative during business hours during a 6-day week (Mon-Sat) at a minimum. The helpdesk functionality shall include Ticket Generation, Ticket Closure, Individual Dashboard, follow ups, addition of remarks, updating of status, Inter Call transfer & conference, reverting or forwarding of Case, Searching of Tickets, and Individual MIS report.
- xii. RCO web portal shall have a feature of artificial Intelligence (AI) module. This module will provide Intelligent Compliance reporting that ensures accuracy, promptness, and compliance with all regulatory requirements.
- xiii. The successful Bidder shall prepare detailed tutorials for training purpose in both web-based and audio-visual modes. The tutorials shall be prepared to address all stakeholder roles and different module wise.
- xiv. The successful Bidder shall prepare the SRS (Software Requirement Specification) FRS, HLD, LLD, DB Design, UI Design and DFD (Data flow diagram) as per requirement and the same needs to be approved by BEE official.
- xv. The successful bidder shall provide the periodic application performance monitoring tools with a visualization layer. It shall also have log monitoring tools providing an audit trail of the data input by the obligated DCs and other users, including any changes made by all intended users. The scope of Application performance monitoring (APM) is as follows:
 - a. Monitoring events: Continuously track the performance of the application, identifying issues and bottlenecks as they occur.
 - b. Performance Metrics: Collect and analyse a variety of performance metrics, such as response times of front-end and backend, error rates, and throughput, to evaluate the overall health and efficiency of the application.
 - c. Visualization Layer: Present the collected data in a user-friendly and visually appealing manner, enabling stakeholders to quickly assess the application's performance and identify potential areas for improvement.
 - d. Alerting and Notifications: Set up customizable thresholds and triggers to send alerts and notifications when performance issues are detected, facilitating rapid identification and resolution of problems.
 - e. Root Cause Analysis: Assist in identifying the root causes of performance issues by providing detailed diagnostic information and insights into the application's behaviour and dependencies.
- xvi. The application shall be IPv4 and IPv6 compliant.
- xvii. Provide a dashboard facility and analysis of data for different users summarizing at any point of time data pertaining to the respective users. For example, an obligated DCs user dashboard summarizes the details of the input provide by the obligated DCs, approval/audit/rejection status of its input by the SDA, etc. For an SDA user the dashboard contains the summary of input data using different analytics, any new input data from the obligated DCs, current status of data filled by Obligated DCs and the pending status of the data in the respective distribution area, etc. Similarly for other users. There should be a provision to customise the dashboard for individual user for analysis on their own format or requirement.
- xviii. Automate the calculation of RCO for each entity from the data input from the central administrator to SDA and RCO obligation fulfilment for each entity from the data input by the obligated DCs.
- xix. Some of the State/UT's have their own portal for RCO obligation monitoring. The present scope of work will include development of Interface using API applications, etc with state/UT RCO portal for fetching the RCO data from these portals.
- xx. Interface using API applications, etc with the scheduling software applications of RLDC/NLDC for fetching of ISGS share/LTA/MTOA data and Interface using API applications, etc with the NOAR (National Open

Access Registry), GOAR (Green Open Access Registry) platform for fetching of STOA data. This data is required for calculating the RCO obligation fulfilment of a state/UT.

- xxi. Development of any software required for ease of data transfer and integration between state/UT RCO portal, the REC Web portal, the scheduling software applications of RLDC/NLDC, and the NOAR, GOAR platform.
- xxii. Use of data analytics to present the summary of data in different useful forms and prepare periodic MIS reports of RCO obligation status of Obligated DCs to State designated Agency (SDA) national/regional/state LDCs, and Central/State/Joint regulatory commissions.
- xxiii. Support and coordination with NIC or any other agency related to Main and Backup Servers i.e., Cloud servers, for system software and hardware related issue for maintaining a secure repository of all the data.
- xxiv. The applications, workload and its services shall be flexible, robust, versatile, and compatible to easily host on the servers, with both the Full and incremental backup.
- xxv. Enhancements to the system via a well-defined “Change management process”, which will be the part of the overall governance model.
- xxvi. Extending support in imparting training organized by BEE for any stakeholder like Obligated DCs, State Agencies, SLDCs, SERCs, MNRE etc.
- xxvii. The database should be configured in active passive cluster mode in DC and DR.
- xxviii. The application shall be developed within five months from the date of award of the contract.
- xxix. Bidder shall provide minimum seven (7) workshop regarding development of portal and user accessibility of the portal to key stakeholder. The venue and time will be decided by BEE. The workshop module should be designed to accommodate both in-person and remote participants, enabling a hybrid mode of participation. Cost of the workshop shall be included in the offered cost for deployment and comprehensive AMC.

xxx. License:

- a. All possible licenses (excluding open source) procured for this project shall be in the name of BEE for the complete duration of the contract.
- b. The SSL certificates or any other requirement for product updates and supports, for the duration of the contract shall be included in the offered cost for Warranty and Comprehensive AMC.
- c. Bidder shall use open-source technologies for the smooth operation of the application and its services / supports, should be clearly listed by the bidder during the time of bidding.
- d. The bidder shall handover all source codes of custom developed software to BEE. BEE shall have all legal rights over the code and applications. BEE shall have all the IP rights, of all the custom software module developed as part of this solution.
- e. The bidder shall handover all software (software licenses / SSL Certificate) procured in the name of BEE to BEE. BEE shall have all legal rights over all the software (software licenses/Domain name / SSL Certificate). Bidder is not liable to claim ownership in any of the software licenses.

xxxi. Compliance:

- a. The bidder shall ensure that application shall comply with data security policies and standards, guidelines and notification published by the Government of India, MoP, CERC, CEA, MeitY etc for development of Applications, and as suggested in <http://egovstandards.gov.in> , <https://web.guidelines.gov.in> ,STQC-certification, GIGW-manual, NDSAP-2012 and ISO 27001 standard etc. and shall comply with all requirements of BEE Information Security Policy.
- b. The platforms selected for development as well as all necessary plug-ins, devices, software/hardware and tools & packages to be used for development, testing, deployment, operation and future patch management, upgradation and maintenance processes should adhere to BEE Information Security Policy and should conform to BEE Standard requirements and benchmarking.

- c. The developed portal shall be accessible through/compatible with multiple channels such as desktops, laptops, smartphones, and tablet etc.
- d. The application should be capable of storing all operational and system related Logs through secured API integrated with the on-premises log collector.
- e. The bidder shall maintain the confidentiality of all the data that he might come to know pertaining to BEE during the implementation and maintenance period (NDA to be signed with BEE)
- f. The bidder shall be responsible for successful installation, configuration, commissioning, and Maintenance of the application in the production and Backup environment on Cloud, procured by the bidder in the name of BEE. The database should be in asynchronous replication as per predefined frequency to be decided during designing phase.
- g. The Production Cloud and Backup Cloud shall be in two different Seismic Zone. The Data Replication policy between Production and Backup shall be well defined.
- h. The bidder shall assist and coordinate with concerned BEE official during the disaster recovery (DR) activation and restoration, including DR mock drill.

xxxii. Considering the available timelines for Section I (development and Implementation of RCO Portal), the scope of work for Section I is divided into two categories namely 'Basic Feature' and 'Advance Features':

a. **Basic Features:** This section includes all services related to the creation of the portal and its associated features as outlined in the technical specification. Below is a summary of the basic features:

- A role-based multilevel user management system will be implemented to configure different stakeholders, ensuring that only relevant menus/data are accessible to specific users, as detailed in the technical specifications.
- Registration/profile creation for obligated DCs to their respective SDAs, as detailed in the technical specifications.
- Gathering of compliance information data by obligated DCs.
- Generation of compliance reports in predefined formats
- Training for User level and Admin level.

b. **Advance Features:**

- This section includes all services associated with portal such as, user level documentation, help manual, Audio video tutorial, Mobile App, SMS gateway, WhatsApp Business API, Payment Gateway, Chatbot Application, Telephonic/mobile helpdesk functionality, AI based diagnostic and predictive reporting, SOP, sharing of database architecture, source code of portal, Vulnerability Assessment and Penetration Testing (VAPT) and migration of old data to system database.
- Development of software to facilitate seamless data transfer and integration between state/UT RCO portal, the REC Web portal, the scheduling software applications of RLDC/NLDC, NOAR, GOAR platform, any other state agencies portal required for verifying the compliance data submitted by obligated DCs.

xxxiii. Go-Live: After successful completion of basic feature and Advance feature, system shall be declared respective Go-Live. Advance feature of the development and implementation of RCO portal shall be completed within 7 Months of the post Go-Live of basic feature.

xxxiv. Service level Agreement (SLAs): A reasonable set of practical SLAs shall be demonstrated by the bidder during SAT. The bidder shall be fully responsible for the specified SLA for the complete duration of the contract, including development period and AMC period. The following are the requirement the bidder needs to comply with, the service level agreement parameters shall be signed at the time of signing of contract:

S No	Description	Required	SLA Time / Percentage
1	Website Availability	Availability Per Quarter/ Yearly	99%
2	Website response time for the User.	Page load time (any date)	4 sec
3	Data upload time for files up to 5 MB	Upload time	8 Sec
4	Visualization of Real-Time Interactive Dashboard	Viewing	5 Sec
5	Web Page for Report Opening for any quarter/year.	Viewing report (Both current and archive)	5 Sec
6	All concurrent API data exchange, API load time, summary (push and pull)	Both Internal and external	15 Sec

Website Availability Calculation: The bidder shall submit a report through the application performance monitoring system for the verification of Availability.

Availability shall be calculated as per the following formula:

$$(Total\ Time - Down\ Time) \times 100 / Total\ Time$$

Deduction in payments, for each downtime, shall be made from the quarterly bills raised by the bidder.

Accumulated downtime shall be calculated quarterly and penalty for downtime shall be applicable as follows:

S. No	Availability	Penalty for down time (in % on Quarterly bill)
1	>=99%	0
2	>=98.00 to < 99.00	5
3	>=97.00 to < 98.00	10
4	>=96.00 to < 97.00	15
5	>=95.00 to < 97.00	25
6	>=90.00 to < 95.00	50
7	<90%	100

Availability calculation shall not include any service outage or interruption resulting from maintenance actions requested by or attributed to BEE. Bidder shall be required to notify concerned BEE official at least two (02) days in advance of a scheduled maintenance period. Bidder shall make reasonable efforts to schedule maintenance at a time agreeable to Concerned BEE official. Service Outage shall also not include any service outage or interruption resulting from emergency or general maintenance that lasts for fifteen (15) minutes or less. Bidder shall put his best efforts to limit such occurrences.

Configuration of Server

The vendor is expected to take care of all the integration/ coordination related to portal to the main and backup server which would be cloud server (MeitY Empanelled virtual Public Server), taking due care of all the cyber security issues. The Production Cloud and Backup Cloud shall be in two different Seismic Zone. The production environment for both Main and Backup of the application for the entire period of contract shall be provided in MeitY empanelled cloud environment with all necessary cyber security controls adequately put in place, monitored, and recorded as per guidelines of CEA, CERT-In and MeitY. It is expected that about 25,000 users may use the portal. Concurrent users may be considered as 500 for designing of servers. The server should have provision for further expansion.

The servers need to be procured by the bidder in the name of BEE. The vendor shall provide support and coordination required for a smoothly functioning server and resolve any issues related to the component of the cloud server.

Configuration of User Login

Role based multilevel user management system shall be adopted to configure different users so that menus/data pertaining to specific user only are accessible.

User Configuration

- a. This module shall have the provisions for System Administration and Configuration, namely, Creation/Modification/Deletion of User accounts, Roles and assignment of roles with rights
- b. There are three major activities envisaged in this module in the mentioned sequence.
 - I. Roles Creation/Modification/Deletion: The first activity starts with the creation of roles before creation of the user. Accordingly, there shall be a Provision for Creation/Modification/Deletion of roles.
 - II. Assignment/modification of Rights to a Role: Each role will be assigned the following rights for each of the modules/menus. Accordingly, provision for selecting a role and assign the rights for each of the module as below shall be generic made available.

User Module	View	Edit	Delete	All Rights
Obligated DCs	Yes	Yes	No	No
SDA	Yes	Yes	Yes	Yes
SLDC	Yes	Yes	Yes	Yes
RLDC	Yes	Yes	Yes	Yes
NLDC	Yes	Yes	Yes	Yes
Central Admin/BEE	Yes	Yes	Yes	Yes
CERC	Yes	No	No	No
SERC	Yes	No	No	No
MNRE/MoP	Yes	No	No	No

If, any application of any Obligated DCs is with higher level hierarchy agency, Edit and Delete rights shall be on hold for the agency in the lower level of hierarchy.

- III. User Accounts Creation/Modification/Deletion: Each User shall be created with the following provisions.
 - a. There shall be a web page where Obligated DCs can send a request for Registration with the details Like desired Username, address, email, Mobile Number, Landline number, Password, etc.
 - b. On the approval by SDA the Obligated DCs shall be auto assigned with the role as specified in the above table.
 - c. The State Designated Agency (SDA) for each State/Union Territory (UT) shall implement a multilevel login system, consisting of one senior-level login and one subordinate-level login.
 - d. SERC for a particular State/UT shall have two level login, consisting of one senior-level login and one subordinate-level login.

- e. SLDC for a particular State/UT shall have two level login, consisting of one senior-level login and one subordinate-level login.
- f. RLDC for a particular Region shall have two level login, consisting of one senior-level login and one subordinate-level login.
- g. NLDC shall have two level login, consisting of one senior-level login and one subordinate-level login.
- h. Central Admin would be complete administrator and shall have two level login, consisting of one senior-level login and one subordinate-level login.
- i. CERC shall have two level login, consisting of one senior-level login and one subordinate-level login.
- j. MNRE/MoP shall have two level login, consisting of one senior-level login and one subordinate-level login.
- k. Password change: A user can change the password by Authentication otp /link to be sent to registered email ids & contact number (SMS).
- l. Details of user should be exported in format (.db.xml/csv or any other database format)
- m. There should be a master key type system just like hotel management system. In case of Central Admin want to login as that user for any issue faced by user, Central Admin will be able to login as that user with the master key.

User Log In

This module will enable authentication and verification process to allow authorized members to log-in and access menus depending on his/her assigned roles & rights.

- a. Pre-configured rights shall determine and activate the modules and menu accordingly for the authenticated user. Attempt to log in by un-authenticated users will display appropriate message/remark in message window.
- b. There shall be Mobile OTP verification and /or Captcha to access the programme. (This shall be under the scope of bidder and any charges on account of SMS shall be borne by the bidder)
- c. There shall be a provision of to change password after getting Registration and Forgot password option to obtain new password.
- d. There shall be password lock with at least 5 no of wrong password attempts (Configurable one). The same can be reset by appropriate State Designated Agency.
- e. Session time out for any login may be configurable from front end and the same shall be configurable from admin dashboard.

Process of Registration of Obligated DCs.

Obligated DCs creates an online profile on the portal, subsequent to filling of data like Name, address and other relevant details. Obligated DCs shall submit the online application to the respective applicable SDA. Once SDA receives online application through the portal, SDA to do preliminary scrutiny to ensure completeness of the application. SDA shall check the application details/documents and send comments to the Obligated DCs, if required.

Obligated DC is required to submit the details/document as sought by the SDA. Once obligated DC submit the desired details/document in the portal, SDA shall do the final check and register the obligated DC.

The obligated DC will now be reflecting in the list of approved obligated entities.

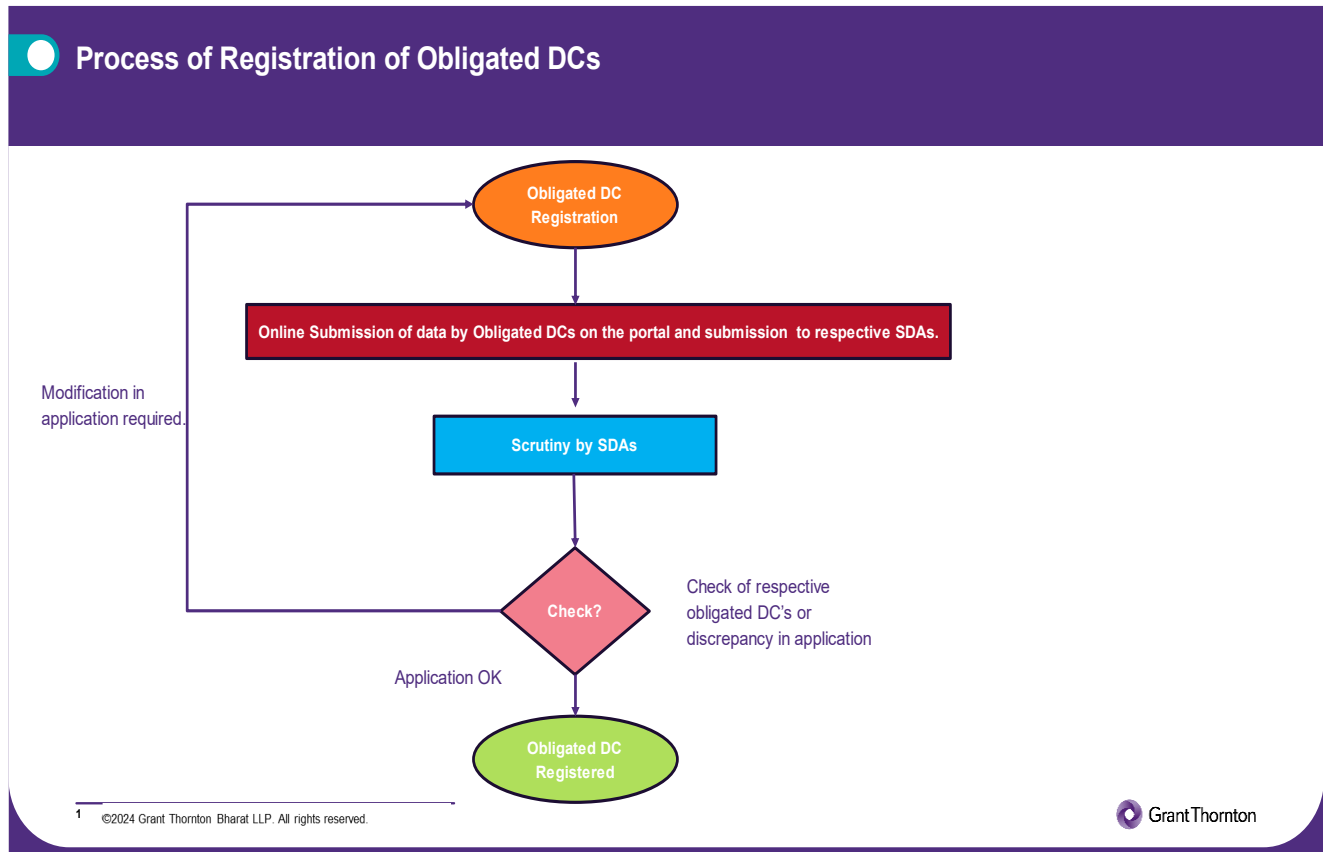


Figure 1

Data flow between Obligated DCs, SDA, SLDCs/RLDCs/NLDC, Central Admin BEE

Registered Obligated DCs will punch the RPO data i.e., The data broadly includes Source of Fossil based Energy Non-RE (Own Generation & Procurement), Source of Fossil based Energy _RE (Own Generation & Procurement), Energy Sale (Fossil based Energy & Non-Fossil based), etc. The frequency of data filling can be Quarterly /Annually. Once SDA receives the data through the portal, SDA will check for discrepancy in the data. If any modification is required in the data, either SDA will send comments to the Obligated DCs for the modifications or may modify at the SDA level. Obligated DCs is required to submit the details/document as sought by the SDA. Once Obligated DCs submit the desired details/document in the portal, SDA shall do the final check and verify the RPO data.

SDA shall consolidate the data received from all the Obligated DCs. The compiled data shall further send to concerned SLDC/RLDC/NLDC. SLDC/RLDC/NLDC shall check for the discrepancy in the data. If any modification is required in the data, either SLDC/RLDC/NLDC will send comments to the concern SDA for the modifications or may modify at the SLDC/RLDC/NLDC level as well. Now SDA will decide whether to modify the data at their level or it needs further clarification from the Obligated DCs. The final data after modification shall be received at the SDA level. SDA shall do the final check and verify the RPO data. The compiled data shall further send to Central Nodal Agency /BEE. Central Nodal Agency /BEE shall do the preliminary check for the data received from SDA after scrutiny. Central Nodal Agency /BEE may ask for any modification required in the data by the concern Obligated DCs/ SLDC/RLDC/NLDC. Once Central Nodal Agency /BEE receives the final data from all the RLDCs, RPO compliance report shall be generated which is later on can be shared to MoP/MNRE/CERC.

Note: SERC has the viewing rights; it can see data flow till the SDA level of their state. CERC/MNRE/MoP has the viewing rights; it can see the complete process flow till the level of Central Nodal Agency /BEE.

Flowchart for the data flow between Obligated DCs, SDA, SLDCs/RLDCs/NLDC, Central Admin BEE

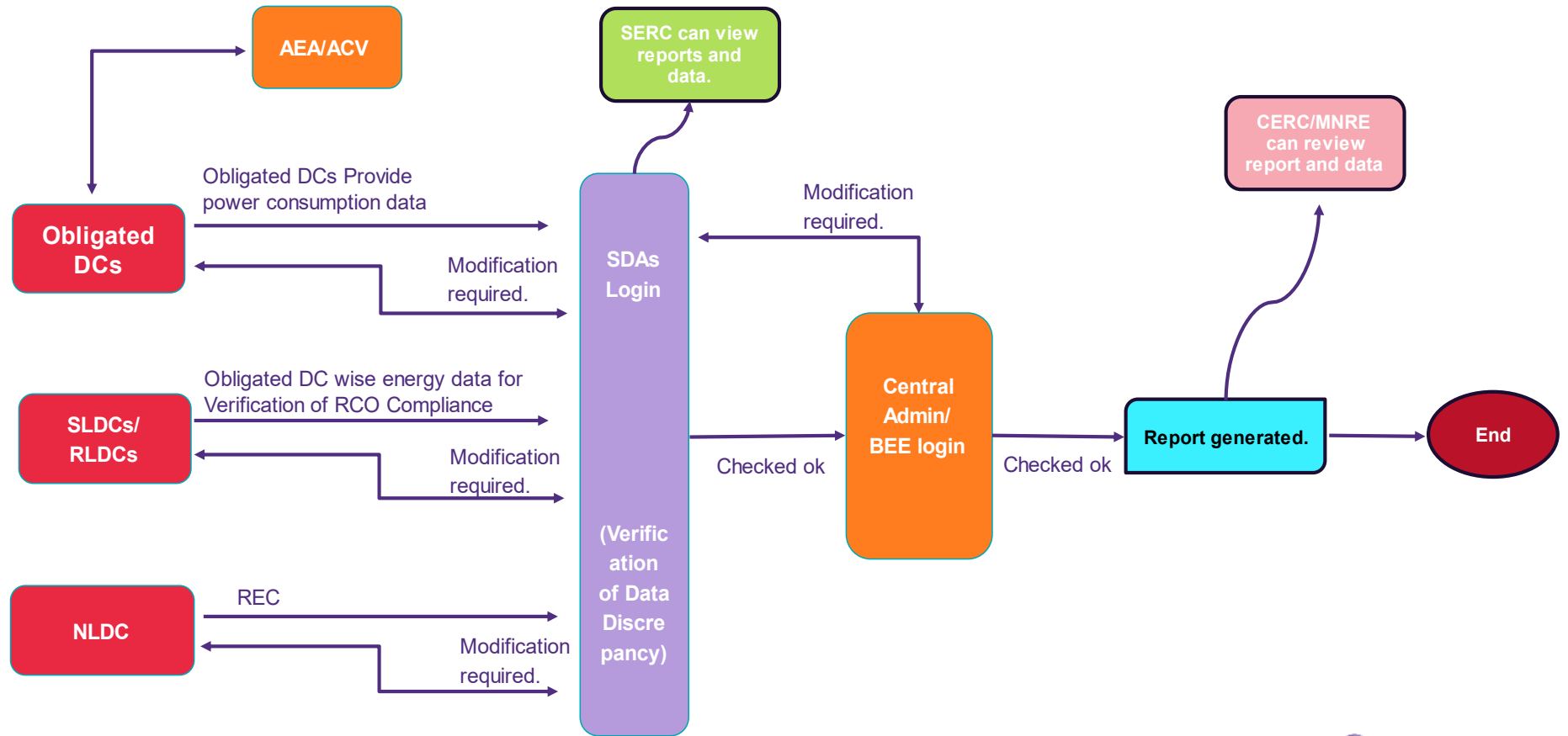


Figure 2

Section -B

Operation and Maintenance of the RCO Portal

- I. The purpose of the Operation and Maintenance of the RCO Portal is to provide a disciplined process for introducing required changes into the software development process with minimal disruption to ongoing operations. After entering the contract, a Change Control Board will be identified consisting of Vendor Senior Executive and BEE for the necessary reviews, authorization & approval of the Change required.
- II. A comprehensive list of activities needs to be carried out/ Monitored during the O&M support by the vendor is as follows:
 - a) Troubleshooting, fixing of bugs in the existing codes including any Operating System related issues.
 - b) Enhancements to the system via a well-defined "Change management process", which will be the part of the overall governance model.
 - c) Support and coordination with NIC, or any other third party, for Main and Backup Servers and hardware like servers etc. for resolving any issue.
 - d) Improvements/enhancement of existing processes or developing/coding of new processes if any as and when required due to changes in govt policies or procedures.
 - e) Performance Tuning and optimization of application and database as and when required.
 - f) Monthly review of issues between Vendor Senior Executive and BEE representative(s).
 - g) Managing and scheduling downtimes, monitoring of the application and underlined infrastructure.
 - h) Coordinating with third party hardware/ software vendor related to a change in coding related to software like NOAR, GOAR, WBES, REC Mechanism etc.
 - i) Updating SRS document as and when any change is incorporated.
 - j) Flow diagrams and process in every module of web application shall be provided by the vendor.
 - k) Carry out preventive maintenance activities to ensure high availability of the application including:
- III. Daily/periodic backups and other preventive measures such as charts, logs, health of system etc.
- IV. Restore the backup in case of breakdown.
- V. Web application security testing to be done on regular interval and latest standards for application security to be followed.
- VI. Vendor shall take back-up of database on fortnight basis.
- VII. Change Management Process: A formal change request shall be communicated to the vendor through email or verbal basis or both.
- VIII. Change Classification: Change Request Board will evaluate the Change for feasibility, and complexity and these changes will be prioritized as per the importance by this board. However, if the matter is urgent then Vendor shall act immediately once BEE executive places the change request.

The scope of this change management includes accommodation of necessary modifications/changes which may require time to time for alteration in business logic due to changes in regulations and/or other relevant rules/processes. These modifications may be reported from time to time during the implementation as well as the support / AMC period. The modifications required as indicated above may be classified into two categories Namely: Minor Modification and Major Modification.
- IX. **Minor modification:** Modification requiring changes in UI through replacement of existing components in one or more pages or addition/deletion of existing component.
- X. Components in the existing page shall be treated as minor modification subject to the condition that the same is not affecting more than five (5) pages of the entire project for each instance. Minor modifications also include API/script development for data exchange with external parties. These APIs or scripts should not require alterations to more than five (5) tables or stored procedures in the database. Such modifications may or may not require modification in the Database table structure. However, if such

modifications necessitate changes in more than five (5) tables or stored procedures, they shall not be treated as minor modifications.

XI. **Major modification:** All other modification requirements arising due to changes in operational practice, business logic and regulation, laws, procedures etc. which cannot be accommodated within the scope of minor modification shall be treated as major modification requirements.

- a) It may be noted that all necessary changes to be incurred to accommodate requirements arising due to any alteration as indicated above shall be clubbed together for the consideration of minor/major modification for any single instance.
- b) The vendor shall be responsible for accommodating all modifications arising as above which may be considered as minor modifications at no extra cost during the AMC phase. The time-period (man-days) required for incorporating minor/major changes shall be mutually agreed.
- c) The bidder shall assess, develop, test, and make live any modifications within the agreed-upon time period at the defined man-day rate. The man-day rate for any modification classified as "Major Changes" shall be calculated based on the prevailing Man-Month rate of NICS1 empanelled resources with experience of over 10 years, with each month being considered as 26 days.

XII. Please note that activities associated with AMC, such as bug fixes, performance guarantees, compliances, software updates, backups, performance optimization, content updates, etc., are not to be considered as minor or major modifications but are part of the regular maintenance and support activities.

XIII. Change Authorization: Based on the change classification BEE needs to authorize the change for the implementation.

XIV. Timelines for fixing bugs/improvements/enhancements will be fixed by BEE and Vendor based on mutual consensus.

XV. If the request is not closed before the timeline fixed by BEE, then a penalty may be charged on daily/weekly basis.

XVI. For major changes in the RCO Portal, the change may be incorporated in more than one phase. The method of escalation of change in the system will be decided in the meeting with BEE and Vendor.

Knowledge Transfer and Ownership of code:

The vendor shall handover all source codes of custom developed software to BEE on quarterly basis. BEE shall have all legal rights over the code and applications. BEE shall have all the IP rights, of all the custom software module developed as part of this solution.

The vendor shall handover all software (software licenses/Domain name / SSL Certificate) procured in the name of BEE to BEE. BEE shall have all legal rights over all the software (software licenses/Domain name / SSL Certificate). Bidder is not liable to claim ownership in any of the software licenses.

At the end of the contract or in the event of the termination of the contract, the vendor shall provide for the transfer of necessary knowledge, reasonably required for the Operations and Maintenance of the portal, to facilitate the transfer of knowledge from the vendor to the Successor Supplier or to such other third parties as the BEE may, at its absolute discretion. The information to affect the obligations of such knowledge transfer shall include, but not limited to,

- (i) SRS and DFD
- (ii) Architecture
- (iii) Source Code
- (iv) Procedures and operations manuals
- (v) Relevant system, software and/or hardware information
- (vi) A list of third-party suppliers of software licenses/Domain name /SSL Certificate, etc.
- (vii) Key support contact details for third party supplier employees,
- (viii) Information regarding work progress and associated unresolved issues in progress.

Timelines and Deliverables

RCO Portal software development and implementation (Go-Live)

(T = T is referred to project start date from the date of acceptance of letter of award).

Indicative Project Plan:

S. No	Activity / Task / Milestone	Time to Completion (in Months)
1	Project Start	T
2	Preparation of SRS and DFD	T+1
3	Development of Module	T+2
4	SAT: Deployment & Testing at Production site, including DB replication at DR - Before System GO-Live. Software acceptance and its implementation on production server. Configuration of Cloud Infrastructure. Training for User level and Admin level. Stress Load Test VAPT by CERT in Certified Agency Compliance of all Software Licenses	T+3
5	Go-Live: Clearance from BEE regarding basic feature of Portal.	T+4
6	Go-Live: Advance Feature	T+11
6	Development & AMC Activities	Maximum eleven (11) months for development period and Five Years AMC (Total Five years)
7	Extended Comprehensive AMC (Optional)	2 Years Extended AMC

The implementation agency needs to submit a detailed project plan on the commencement of the project.

Non-Compliance of timeliness for development period leads non-performance and legal action shall be proceeds as per different clause mentioned in the RFP.

Form – A

RENEWABLE CONSUMPTION OBLIGATIONS COMPLIANCE DECLARATION FORM

(To be filled by Obligated Designated Consumer)

1	Name of Obligated Designated Consumer	
2	Address	
3	Registration No. of Obligated Designated Consumer	
4	Type of obligation(s) of Obligated Designated Consumer [#]	
5	Target Quarter (Q1, Q2, Q3, Q4) [†]	
6	Target Financial Year (FY __-__)	
Part A – Gross Total Energy Consumption (Fossil based + Non-fossil based)		
7	Total Own Energy Generation (in MWh) (A)	
8	Total Energy Purchased (in MWh) (B)	
9	Total Energy Sale to Other Entities (Licensees / Intermediaries / Obligated Designated Consumers ^l) (C)	
10	Total Energy Banked into ESS or Grid (in MWh) (X)	
11	Banked Total Energy drawn from ESS or Grid (in MWh) (Y)	
12	Gross Total Energy Consumption on which Renewable Consumption Obligations is applicable (D=A+B+Y-C-X)	
Part B – Gross Non-fossil based Energy Consumption		
11	Green Hydrogen produced (in SCM) (O)	
12	Green Hydrogen purchased (in SCM) (P)	
13	Sale of Green Hydrogen (in SCM) (Q)	
14	Green Hydrogen consumed (in SCM) (R=O+P-Q)	
15	Green Ammonia produced (in Tons) (S) ^{!!}	
16	Green Ammonia purchased (in Tons) (T) ^{!!}	
17	Sale of Green Ammonia (in Tons) (U)	

18	Green Ammonia consumed (in Tons) (V=S+T-U)					
†† Please refer to notes below		Wind*	Hydro*	DRE*	Others*	Total RE
19	Own RE Generation (in MWh) (E)					
20	RE Procurement (in MWh) (F)					
21	RE Sale to Other Entities (Licensees / Intermediaries / Obligated Designated Consumers ¹) (G)					
22	REC Purchased / Self-retained (H)					
23	Energy Equivalent of GH ₂ Consumed (in MWh)** (I)					
24	Energy Equivalent of Green Ammonia Consumed (in MWh)** (J)					
25	RE Banked into ESS or Grid (in MWh) (Z)					
26	Banked RE drawn from ESS or Grid (in MWh) (AA)					
27	Gross RE Consumption (in MWh) (K = E+F+H+I+J+AA-G-Z)					
Part C – Compliance to Renewable Consumption Obligations						
28	Renewable Consumption Obligations (%) specified by MoP (L) ^{##}					
29	MoP Renewable Consumption Obligations Target (in MWh) (M) ^{##}					
30	Surplus / Deficit (in MWh) (N=M-K)					
31	Actual % RE Consumption (W = K x 100 / D)					

Notes:

Mention each of the type of obligations of the obligated Designated Consumer i.e. Distribution Licensee, and/or Open Access Consumer and/or Captive Power Consumer

† Mention respective quarter (Q1, Q2, Q3, Q4) as applicable for submission of quarterly details.

¹ In case of distribution licensees, if the other entity to whom energy is sold is itself an obligated Designated Consumer(s) in the periphery of the distribution licensee, then such sale of fossil based power shall be considered as deemed consumption by the distribution licensee and shall not be treated as energy sale to other entity. On the other hand, such sale of non-fossil based power (RE) will be as per rule 7 c of these rules, and shall be treated as energy sale to other entity if requisitioned

by the other obligated Designated Consumer for fulfilment of its Renewable Consumption Obligations.

In case an obligated designated consumer has different renewable consumption obligation targets by virtue of its being a Distribution Licensee, and/or Open Access Consumer and/or Captive Power Consumer, then each such separate target in percentage and MWh shall be evaluated separately and the compliance shall be monitored separately

†† RE Source wise details (Wind, Hydro, DRE and Others) to be filled mandatorily by Distribution Licensees

* Definition of RE Sources (Wind, Hydro, DRE and Others) shall be as per MoP Trajectory notification S.O. 4617(E) dtd. 20 October 2023 or as per latest amendments from time to time

** Energy equivalent of GH₂ and Green Ammonia Consumed shall be evaluated as per Green Energy Open Access Rules with latest amendments as applicable.

!! Green Ammonia produced using the quantity of Green Hydrogen already reported shall not be included. Likewise Green Ammonia procured from an obligated Designated Consumer, shall not be included.

Undertaking

I/We undertake that the information supplied in this Renewable Consumption Obligations Compliance Declaration Form For Obligated Designated Consumers is accurate to the best of my knowledge and if any of the information supplied is found to be incorrect and such information results into loss to the Central Government or any of the authority under them or any other person affected, I/we undertake to indemnify such loss.

I /We agree to extend necessary assistance in case of any enquiry to be made in the matter.

Signature

Name

Designation

For and behalf of

Name of the Firm/Company/Organization

SEAL of the Firm /Company/Organization

Form – B

DATA FROM STATE LOAD DESPATCH CENTRE / REGIONAL LOAD DESPATCH CENTRE FOR CONFIRMING RENEWABLE CONSUMPTION OBLIGATIONS COMPLIANCE DECLARATION

(To be filled by STATE LOAD DESPATCH CENTRE / REGIONAL LOAD DESPATCH CENTRE)

Target Quarter (Q1, Q2, Q3, Q4)[†]: _____

Target Year (FY): _____

		DC 1					DC n				
1	Name of Obligated Designated Consumer											
2	Registration No. of Obligated Designated Consumer											
Part A – Gross Total Energy Consumption (Fossil based + Non-fossil based)												
3	Energy generated and injected to grid (in MWh)											
4	Total Energy Purchased (in MWh)											
5	Total Energy Sale to Other Entities (Licensees / Intermediaries / Obligated Designated Consumers!) (in MWh)											
Part B – Gross Non-fossil based Energy Consumption												
†† Please refer to notes below		Wind*	Hydro*	DRE*	Others*	Total RE		Wind*	Hydro*	DRE*	Others*	Total RE
6	Own RE generated and injected to grid (in MWh)											
7	RE Purchased (in MWh)											
8	RE Sale to Other Entities (Licensees / Intermediaries / Obligated Designated Consumers!) (in MWh)											

Notes:

† Mention respective quarter (Q1, Q2, Q3, Q4) as applicable for submission of quarterly details. Mention 'All Quarters' for submission of Annual Details

¹ In case of distribution licensees, if the other entity to whom energy is sold is itself an obligated Designated Consumer(s) in the periphery of the distribution licensee, then such sale of fossil based power shall be considered as deemed consumption by the distribution licensee and shall not be treated as energy sale to other entity. On the other hand, such sale of non-fossil based power (RE) will be as per rule 7 c of these rules and shall be treated as energy sale to other entity if requisitioned by the other obligated Designated Consumer for fulfilment of its RENEWABLE CONSUMPTION OBLIGATIONS.

†† RE Source wise details (Wind, Hydro, DRE and Others) to be filled mandatorily by Distribution Licensees

* Definition of RE Sources (Wind, Hydro, DRE and Others) shall be as per MoP Trajectory notification S.O. 4617(E) dtd. 20 October 2023 or as per latest amendments from time to time

Signature

Name

Designation

For and behalf of

Name of the STATE LOAD DESPATCH CENTRE / REGIONAL LOAD DESPATCH CENTRE

SEAL of the STATE LOAD DESPATCH CENTRE / REGIONAL LOAD DESPATCH CENTRE

Form – C

CERTIFICATE OF REC REDEMPTION

(To be filled by NATIONAL LOAD DESPATCH CENTRE)

Target Quarter (Q1, Q2, Q3, Q4)[†]: _____

Target Year (FY) : _____

Name of Obligated Designated Consumer	Registration No. of Obligated Designated Consumer	No. of RECs Purchased	No. of RECs redeemed through self-retention

[†] Mention respective quarter (Q1, Q2, Q3, Q4) as applicable for submission of quarterly details.
Mention 'All Quarters' for submission of Annual Details

Signature

Name

Designation

For and behalf of

Grid India (NATIONAL LOAD DESPATCH CENTRE)

SEAL

Form – D

ANNUAL RENEWABLE CONSUMPTION OBLIGATIONS COMPLIANCE DECLARATION FORM

(To be filled by Obligated Designated Consumer)

1	Name of Obligated Designated Consumer					
2	Address					
3	Registration No. of Obligated Designated Consumer					
4	Type of obligation(s) of Obligated Designated Consumer [#]					
5	Target Financial Year (FY __-__)					
Part A¹ – Gross Total Energy Consumption (Fossil based + Non-fossil based)						
6	Gross Total Energy Consumption for Quarter 1 (in MWh) (A)					
7	Gross Total Energy Consumption for Quarter 2 (in MWh) (B)					
8	Gross Total Energy Consumption for Quarter 3 (in MWh) (C)					
9	Gross Total Energy Consumption for Quarter 4 (in MWh) (D)					
10	Gross Total Energy Consumption for Target Financial Year (in MWh) (E = A+B+C+D)					
Part B¹ – Gross Non-fossil based Energy Consumption						
†† Please refer to notes below		Wind*	Hydro*	DRE*	Others*	Total RE
11	Gross Non-fossil Energy Consumption for Quarter 1 (in MWh) (F)					
12	Gross Non-fossil Energy Consumption for Quarter 2 (in MWh) (G)					
13	Gross Non-fossil Energy Consumption for Quarter 3 (in MWh) (H)					
14	Gross Non-fossil Energy Consumption for Quarter 4 (in MWh) (I)					
15	Gross Non-fossil Energy Consumption for Target Financial Year (in MWh) (J = F+G+H+I)					

Part C – Compliance to Renewable Consumption Obligations						
16	Renewable Consumption Obligations (%) specified by MoP (K) ^{##}					
17	MoP Renewable Consumption Obligations Target (in MWh) (L) ^{##}					
18	Deferment of Renewable Consumption Obligations Target (%) (M) †					
19	Deferment of Renewable Consumption Obligations Target (in MWh) (N) †					
20	Balance Renewable Consumption Obligations Target (in MWh) (O=L-N)					
21	Surplus / Deficit (in MWh) (P=J-O)					
22	Actual % RE Consumption (Q = J x 100 / E)					

Notes:

Mention each of the type of obligations of the obligated Designated Consumer i.e. Distribution Licensee, and/or Open Access Consumer and/or Captive Power Consumer

† Quarterly values to be brought over from corresponding Form A duly completed quarterly for the obligated designated consumer. The duly filled quarterly form A for each of the quarters to be appended to the completed Form D

* Definition of RE Sources (Wind, Hydro, DRE and Others) shall be as per MoP Trajectory notification S.O. 4617(E) dtd. 20 October 2023 or as per latest amendments from time to time

In case an obligated designated consumer has different renewable consumption obligation targets by virtue of its being a Distribution Licensee, and/or Open Access Consumer and/or Captive Power Consumer, then each such separate target in percentage and MWh shall be evaluated separately and the compliance shall be monitored separately

† Deferment of Renewable Consumption Obligation Targets shall be applicable only for FY25 and FY26, and can be availed optionally. If availed, these fields should be duly filled and receipt / challan for completed payment of non-refundable deferment charges should be mandatorily provided as supporting documents.

†† RE Source wise details (Wind, Hydro, DRE and Others) to be filled mandatorily by Distribution Licensees

Undertaking

I/We undertake that the information supplied in this Annual Renewable Consumption Obligations Compliance Declaration Form For Obligated Designated Consumers is accurate to the best of my knowledge and if any of the information supplied is found to be incorrect and such information results into loss to the Central Government or any of the authority under them or any other person affected, I/we undertake to indemnify such loss.

I /We agree to extend necessary assistance in case of any enquiry to be made in the matter.

Signature

Name

Designation

For and behalf of

Name of the Firm/Company/Organization

SEAL of the Firm /Company/Organization

Form – E

CORPORATE COMPLIANCE DECLARATION FORM FOR RENEWABLE CONSUMPTION OBLIGATIONS

(To be filled by Parent Entity of Obligated Designated Consumers)

1	Name of Parent Entity	
2	Address	
3	Registration No. of Parent Entity	
4	Target Financial Year (FY ___-___)	
Part A – Obligated Designated Consumers under Parent Entity		
5	Name of Obligated Designated Consumer 1	
6	Registration No. of Obligated Designated Consumer 1	
7	Type of obligation(s) of Obligated Designated Consumer 1#	
8	Name of Obligated Designated Consumer 2	
9	Registration No. of Obligated Designated Consumer 2	
10	Type of obligation(s) of Obligated Designated Consumer 2#	
...	!	
Part B – Gross Total Energy Consumption (Fossil based + Non-fossil based)		
11	Gross Total Energy Consumption for Obligated Designated Consumer 1 (in MWh) (A)	
12	Gross Total Energy Consumption for Obligated Designated Consumer 2 (in MWh) (B)	
...	!	
13	Gross Total Energy Consumption for Obligated Designated Consumer n (in MWh) (C)	
14	Gross Total Energy Consumption for Target Financial Year (in MWh) (D = A+B+...+C)	

Part C¹ – Gross Non-fossil based Energy Consumption

†† Please refer to notes below		Wind*	Hydro*	DRE*	Others*	Total RE
11	Gross Non-fossil Energy Consumption for Obligated Designated Consumer 1 (in MWh) (E)					
12	Gross Non-fossil Energy Consumption for Obligated Designated Consumer 2 (in MWh) (F)					
	... ¹					
13	Gross Non-fossil Energy Consumption for Obligated Designated Consumer n (in MWh) (H)					
15	Gross Non-fossil Energy Consumption for Target Financial Year (in MWh) (I = E+F+...+H)					

Part D – Compliance to Renewable Consumption Obligations

Obligated Designated Consumer 1

16	Renewable Consumption Obligations (%) specified by MoP (J) ^{##}					
17	MoP Renewable Consumption Obligations Target (in MWh) (K) ^{##}					
21	Surplus / Deficit (in MWh) (L=K-E)					

Obligated Designated Consumer 2

16	Renewable Consumption Obligations (%) specified by MoP (M) ^{##}					
17	MoP Renewable Consumption Obligations Target (in MWh) (N) ^{##}					
21	Surplus / Deficit (in MWh) (O=N-F)					

...¹

	Renewable Consumption Obligations (%) specified by MoP ^{##}					
	MoP Renewable Consumption Obligations Target (in MWh) ^{##}					
	Surplus / Deficit (in MWh)					

Obligated Designated Consumer n

16	Renewable Consumption Obligations (%) specified by MoP (P) ^{##}					
17	MoP Renewable Consumption Obligations Target (in MWh) (Q) ^{##}					
21	Surplus / Deficit (in MWh) (R=Q-H)					

Parent Entity						
16	Renewable Consumption Obligations (%) specified by MoP (S) ^{##}					
17	MoP Renewable Consumption Obligations Target (in MWh) (T) ^{##}					
21	Surplus / Deficit (in MWh) (U=T-I)					
22	Actual % RE Consumption (Renewable Consumption Obligations Achieved) (V = I x 100 / D)					

Part E – Compliance to Renewable Consumption Obligations after Deferment (if any)

Parent Entity						
18	Deferment of Renewable Consumption Obligations Target (%) (W) †					
19	Deferment of Renewable Consumption Obligations Target (in MWh) (X) †					
20	Balance Renewable Consumption Obligations Target (in MWh) (Y=T-X)					
21	Surplus / Deficit after Deferment (in MWh) (Z=Y-I)					
22	Actual % RE Consumption (Renewable Consumption Obligations Achieved) after Deferment (AA = I x 100 / D)					

Notes:

Mention each of the type of obligations of the obligated Designated Consumer i.e. Distribution Licensee, and/or Open Access Consumer and/or Captive Power Consumer

† Add more rows as needed for each obligated designated consumer under the common control or ownership of the parent entity

* Definition of RE Sources (Wind, Hydro, DRE and Others) shall be as per MoP Trajectory notification S.O. 4617(E) dtd. 20 October 2023 or as per latest amendments from time to time

In case an obligated designated consumer has different renewable consumption obligation targets by virtue of its being a Distribution Licensee, and/or Open Access Consumer and/or Captive Power Consumer, then each such separate target in percentage and MWh shall be evaluated separately and the compliance shall be monitored separately.

† Deferment of Renewable Consumption Obligation Targets shall be applicable only for FY25 and FY26, and can be availed optionally. If availed, these fields should be duly filled and receipt / challan

for completed payment of non-refundable deferment charges should be mandatorily provided as supporting documents.

†† RE Source wise details (Wind, Hydro, DRE and Others) to be filled mandatorily by Distribution Licensees

Undertaking

I/We undertake that the information supplied in this Annual Renewable Consumption Obligations Compliance Declaration Form For Parent Entity of Obligated Designated Consumers is accurate to the best of my knowledge and if any of the information supplied is found to be incorrect and such information results into loss to the Central Government or any of the authority under them or any other person affected, I/we undertake to indemnify such loss.

I /We agree to extend necessary assistance in case of any enquiry to be made in the matter.

Signature

Name

Designation

For and behalf of

Name of the Firm/Company/Organization

SEAL of the Firm /Company/Organization

Form – F

Certificate of Verification

(To be filled by AEA / ACV Agency)

We _____ the AEA / ACV agency, have undertaken a thorough independent evaluation of the activities undertaken by M/s. _____, a obligated designated consumer for compliance with renewable consumption norms specified under the Government of India, Ministry of Power notification number _____, dated the _____ for the compliance year FY ____ - ____ and certify that-

- a) the verification of the data collection in relation to renewable consumption norms / target in the compliance year in Annual RENEWABLE CONSUMPTION OBLIGATIONS Compliance Form (Form A) (and Form E where applicable*), has been carried out diligently and truthfully;
- b) the verification of the total amount of renewable energy consumption in the compliance year through all modes of green and renewable energy consumption including purchase of renewable energy certificates (RECs) by the obligated Designated Consumer and the consequent extent of compliance with renewable consumption norms, and extent of fulfilment or shortfall in RENEWABLE CONSUMPTION OBLIGATIONS compliance given in the Form A (and Form E where applicable*) have been carried out diligently and truthfully;
- c) the verification of the identified modes of compliance, methods for measurement and monitoring of compliance with renewable consumption norms has been carried out diligently and truthfully;
- d) all reasonable professional skill, care, and diligence have been taken in verifying the various verification activities, findings and conclusions, documents, reports, preparing the documents including the compliance assessment document in Form 'A' and verification report and the contents thereof are a true representation of the facts.

Signature:

Authorized Signatory on behalf of AEA / ACV agency

Designation:

Note: * strike out if not applicable

Form – G

Certificate of Check Verification

(To be filled by AEA / ACV Agency conducting Check Verification)

We _____ the AEA / ACV agency, have undertaken a thorough independent evaluation of the activities undertaken by M/s. _____, a obligated designated consumer for compliance with renewable consumption norms specified under the Government of India, Ministry of Power notification number _____, dated the _____ for the compliance year FY ____ - ____ and consequent extent of fulfilment or shortfall in renewable energy consumption given in the Form A, and certify that-

- a) the check verification of the data collection in relation to renewable consumption norms / target in the compliance year in Annual RENEWABLE CONSUMPTION OBLIGATIONS Compliance Form (Form A) (and Form E where applicable*), has been carried out diligently and truthfully;
- b) the check verification of the total amount of renewable energy consumption in the compliance year through all modes of green and renewable energy consumption including purchase of renewable energy certificates (RECs) by the obligated Designated Consumer and the consequent extent of compliance with renewable consumption norms, and extent of fulfilment or shortfall in RENEWABLE CONSUMPTION OBLIGATIONS compliance given in the Form A (and Form E where applicable*) have been carried out diligently and truthfully;
- c) the check verification of the identified modes of compliance, methods for measurement and monitoring of compliance with renewable consumption norms has been carried out diligently and truthfully;
- d) all reasonable professional skill, care, and diligence have been taken in check verifying the various verification activities, findings and conclusions, documents, reports, including the compliance assessment document in Form 'A' and verification report submitted by the AEA / ACV agency appointed by the obligated Designated Consumer _____ for verification and the contents thereof are a true representation of the facts.
- e) all reasonable professional skill, care, and diligence have been taken in preparing the check verification reports and documents and the contents thereof and opinion expressed are a true representation of the facts.

Signature:

Authorized Signatory on behalf of AEA / ACV agency for Check Verification

Designation:

Note: * strike out if not applicable