



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5668993  
Dated/दिनांक : 06-12-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-01-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-01-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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 Consultant for Energy Efficiency Services - Consulting Firm; As per RfP; As per RfP; As per RfP; Onsite; As per RfP
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	4000 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid 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	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	100000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	1000000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(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 हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

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

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. 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.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Financial Bid for 2 Years Project - [1733469798.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Consultants Profile:**[1733469817.pdf](#)

**Scope of Work:**[1733469841.pdf](#)

**Payment Terms:**[1733469860.pdf](#)

**If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA:**[1733469868.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	30	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 30**

**QCBS Weightage(Technical:Financial):80:20**

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
17-12-2024 11:00:00	BEE Conference Room, 4th Floor, Sewa Bhawan, R K Puram, New Delhi - 110066.

## Hiring Of Consultant For Energy Efficiency Services - Consulting Firm; As Per RfP; As Per RfP; As Per RfP; Onsite; As Per RfP ( 1 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Consulting Partner	Consulting Firm
Consulting Category	As per RfP
Qualification of the Consultant	As per RfP
Total Experience of the Consultant	As per RfP
Deployment of Consultant	Onsite
Certification of Consultant	As per RfP
<b>Addon(s)/एडऑन</b>	

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Abhinav Kumar Tamta N	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	<ul style="list-style-type: none"><li>Number of Months : 12</li></ul>

### 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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

#### 4. **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.

#### 5. **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.

#### 6. **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---**



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

Request for Proposal (RfP)

for

**Engagement of Project Management Unit (PMU)**

Under

Standards & Labeling Programme

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## 1. LETTER OF INVITATION

The Bureau of Energy Efficiency (BEE) invites proposals from interested and technically qualified agencies for **“Engagement of Project Management Unit (PMU) for implementation of Standards & Labeling (S&L) Programme of BEE”**.

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

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

## 2. GENERAL INFORMATION

Date & Time for Pre-bid meeting	17/12/2024 at 11:30 hour in BEE Conference Room, 4 <sup>th</sup> Floor, Sewa Bhawan, R K Puram, New Delhi – 110066. (The intended participant shall contact Shri Bibek Ranjan Patnaik for pass arrangement by 12 noon, 16/12/24. <b>Maximum one person shall be allowed</b> )
Contact Person for Queries / Clarifications	<b>Shri Bibek Ranjan Patnaik</b> Project Engineer Bureau of Energy Efficiency 4 <sup>th</sup> Floor, Sewa Bhawan, R K Puram, Sector-1, New Delhi – 110066 Email: branjan@beeindia.gov.in
Type of Proposal Required	Technical & Financial
Language of Proposals	English
Earnest Money Deposit	₹10,00,000/- (₹Ten Lacs) in the form of DD drawn in favor of Bureau of Energy Efficiency and payable at New Delhi (Refundable)
Proposal Validity Period	120 days after last date of Proposal submission
Performance Security	5% of Contract Value (Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. It should be in the form of Account Payee Demand Draft, Bank Guarantee from a Commercial bank or Online Payment)
Submission of proposals	It is mandatory to submit the proposal through GeM only and also request to submit the information in proposal as per desired format. The Proposals are liable to be rejected if information is not provided in the desired formats/modification in format.

### 3. BACKGROUND INFORMATION

#### The Energy Conservation Act, 2001

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

#### About Bureau of Energy Efficiency (BEE)

The Government of India set up BEE on 1<sup>st</sup> March 2002 under the provision of the EC Act, 2001. The mission of the BEE is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the EC Act, 2001 with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with the active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in the industries, building, transport, institutions and appliances sectors.

### 4. STANDARDS AND LABELING (S&L) PROGRAMME

The S&L Program is one of the major thrust areas of BEE. The Program was launched in 2006, by the Ministry of Power. The key objective of this program is to provide the consumer with an informed choice about energy saving and thereby the cost-saving potential of the relevant star-rated appliance/equipment. This Program entails laying down minimum energy performance standards (MEPS) for appliances/equipment, rating the energy performance on a scale of 1 to 5, 5 stars being the most energy efficient. The program is presently invoked for 38 Appliances/Equipment:

S. No.	Mandatory	S. No.	Voluntary
1	Frost Free Refrigerator	1	General Purpose Industrial Motor
2	Direct Cool Refrigerator	2	Submersible Pump Set
3	Deep Freezers	3	Domestic Gas Stove
4	Room Air Conditioner (Variable Speed)	4	Computer
5	Room Air Conditioner (Fixed Speed)	5	Ballast
6	RAC (Cassette, Floor Standing Tower, Ceiling, Corner AC)	6	Office Automation Products
7	Light Commercial AC Fixed Speed	7	Diesel Engine Driven Monoset Pumps for Agricultural Purposes
8	Stationary Storage Type Electric Water Heater	8	Solid State Inverter
9	Tubular Fluorescent Lamp (TFL)	9	Diesel Generator Set
10	LED LAMPS	10	Microwave Oven

11	Ultra-High Definition (UHD) Televisions	11	Solar Water Heater
12	Colour Television	12	Air Compressors
13	Distribution Transformer	13	High Energy Li-Battery
14	Ceiling Fan	14	Tyres/Tires
15	Chillers	15	Side by Side/Multi Door Refrigerator
16	Washing Machine	16	Pedestal Fan
		17	Table/Wall Fan
		18	Induction Hob
		19	Solar Photovoltaic Modules
		20	Commercial Beverage Cooler (Visi Cooler)
		21	Packaged Boiler
		22	Solar Inverter

Out of these, 16 appliances have been notified under mandatory labeling while other appliances are presently under the voluntary labeling phase. The Standard and labeling program, under BEE, is intended to reduce the energy consumption of appliance without diminishing the services it provides to consumers. To facilitate detailed information about the implementation of the S&L Programme, BEE has launched a comprehensive operation manual titled **DISHA (Disseminating Star Labelling in Household Appliances)**. The manual is available on BEE's S&L website ([www.beestarlabel.com](http://www.beestarlabel.com)).

Considering the growing penetration of the S&L program and the increasing number of appliances, BEE has decided to engage a technical agency to support the S&L program as per the scheme parameters.

## **5. OBJECTIVE OF THE ASSIGNMENT:**

The objective of the assignment is the implementation of the S&L program. The activities are categorized in two team as follows:

### **Team – A (Application Scrutiny Team)**

1. Brand Registration
2. Model Registration
3. Coordination with Project Engineers and IT agency to address the queries received from the manufacturers
4. Coordinate with the manufacturers (permittees) to address their issues regarding the brand and model registration process through the S&L portal only.

Under the S&L Program, the following registration/approval processes are being followed by the applicant / Permittee.

### **A. Brand registration**

An applicant needs separate company registration for every brand of appliance/equipment.

### **B. Model registration**

The applicant shall apply for registering their models as per the prescribed format of BEE along with the list of documents.

Detailed information about the procedure and timeline for Brand and model registration are outlined in DISHA (operation manual for S&L program).

The PMU shall scrutiny all the documents submitted by the applicant for completeness, validity, consistency and correctness as per the scheme guidelines. The PMU shall provide necessary support to the applicant in comprehending the registration process and other related issues through the portal only. Discrepancies, if any shall be communicated online to the applicant and responses sought. Till a satisfactory response is received from the applicant, the application shall be put on hold. In case of further discrepancy or wrong information, the application may again be put on hold. If no action is taken by the applicant on the response, the application automatically gets rejected within a specified time period. After ensuring compliance with all the data submitted by the applicant, the request for approval (generated digitally) along with all the related documents shall be submitted by PMU to BEE for consideration of issuing an approval letter to the applicant within the specified timeline. All the procedures regarding approval of brand and model registration are specified under “DISHA”.

## **Team – B (Technical Assistance Team)**

### **A. Conducting data collection and analysis: Conduct market data collection and analysis to support ongoing studies on appliance energy efficiency policies**

- i Conduct research and data analysis such as comparing policies with international best practices
- ii Collect data from different primary and secondary sources, and conduct quantitative analysis using a variety of tools and methodologies
- iii Review of national and international test standards
- iv Support team in calculating appliance-wise energy savings and GHG emission reduction potentials
- v Identify, analyse, and interpret trends or patterns in complex data sets using statistical techniques

## **B. Supporting BEE programme planning, execution, outreach, and communications:**

- i Assisting in planning, execution and monitoring of program and project activities.
- ii Prepare reports summarizing study findings. Assist in the creation of data visualizations and presentations to effectively communicate research outcomes and recommendations
- iii Facilitate stakeholder meetings to gather diverse perspectives and insights, fostering collaboration and a comprehensive understanding of stakeholder needs. Drafting minutes and summary of consultations.
- iv Providing day to day support on project deliverables – supporting team in the preparation of reports, presentations, and other documents as required.
- v Presenting policy analysis in technical committee meetings and different platforms as requirement

## **C. Collaborating with BEE team and stakeholders in India:**

- i Collaborate and coordinate with BEE team, and stakeholders to support execution of programmatic activities
- ii Assist team in building and coordinating relationships with stakeholders for energy efficiency policy development and implementation
- iii Support team in organizing conferences, workshops and other stakeholder consultations

## **6. PRE-QUALIFICATION CRITERIA**

- (i) The agency, firm, or company must be registered and incorporated in India, possessing a valid legal entity status.
- (ii) The agency must be profitable in at least one of the last three financial years (FY 2021-22, FY 2022-23, or FY 2023-24), demonstrating the financial stability necessary to support the project throughout its duration.
- (iii) The agency should have a minimum average annual turnover of ₹40.0 crores in the last three financial years (FY 2021-22, FY 2022-23, and FY 2023-24).
- (iv) The agency must have a team of more than 200 full-time or on-payroll employees working in energy/ power/ fuels areas as of the date of publishing of RfP.
- (v) The agency must demonstrate a proven track record of collaboration with government bodies and private sector stakeholders, nationally or internationally, as detailed below:
  - The agency should have a minimum of 15 years of experience in the energy sector, including expertise in policy advocacy at both national and state levels.

- The agency should have completed at least 02 projects involving PMU setup/manpower deployment in ministries or other government departments related to the energy and power sector within the past 5 financial years ending 31<sup>st</sup> March 2024.
  - The agency should have completed at least one project focused on standards or certification development, or evidence-based policy advocacy aimed at enhancing standards or certification, within the past 5 financial years ending 31<sup>st</sup> March 2024, either nationally or internationally.
  - The agency must possess the ability to effectively manage stakeholder meetings, facilitate consultations, and present findings in technical committee meetings. The agency should have demonstrated experience of communication and outreach activities focused on energy efficiency or related areas.
- (vi) Joint ventures or consortiums are not allowed.
- (vii) Agencies, firms, or companies currently engaged in any ongoing PMUs (manpower deployment) with the Bureau of Energy Efficiency (BEE) should provide separate manpower for this assignment. This requirement is in place to ensure transparency, prevent conflicts of interest, and uphold the integrity of the selection process.
- (viii) The proposed team will be stationed at the Bureau of Energy Efficiency (BEE) office in New Delhi for the entire duration of the project. Each team member is required to have a laptop, with provisions for internet connectivity.
- (ix) Agencies registered as 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 are exempted from depositing EMD, subject to submission of copy of certificate from appropriate Authority to back their claim.

## 7. KEY PROFESSIONALS

Key professional manpower and their qualification: -

Sr. No	No. of Members	Educational Qualification and Experience	Deployment Time period
<b>Team – A (Application Scrutiny Team)</b>			
1	PMU 1 Leader (1 no.)	<ul style="list-style-type: none"> <li>• Graduate or post-graduate degree, or equivalent, in Engineering from a recognized university or institution, specifically in Electrical, Mechanical, Production, Instrumentation, or Environmental Engineering.</li> <li>• BEE-certified Energy Auditor or Energy Manager (Desirable)</li> </ul>	Full time deployment in BEE

		<ul style="list-style-type: none"> <li>• A minimum of 10 years of experience (8 years for post-graduate) in a consulting role within the energy and power sector, including involvement in at least 5 projects as a team leader or project manager.</li> <li>• A minimum of 5 years of experience in product standards, certification, appliance efficiency policies development.</li> <li>• A strong understanding of strategic planning, leadership frameworks, and change management is essential.</li> <li>• Experience in working with multilateral/bilateral and international agencies is desirable.</li> </ul>	
2	PMU 2 Leader (1 no.)	<ul style="list-style-type: none"> <li>• Graduate or post-graduate degree, or equivalent, in Engineering from a recognized university or institution, specifically in Electrical, Mechanical, Production, Instrumentation, or Environmental Engineering.</li> <li>• BEE-certified Energy Auditor or Energy Manager (Desirable)</li> <li>• A minimum of 10 years of experience (8 years for post-graduate) in a consulting role within the energy and power sector, including involvement in at least 5 projects as a team leader or project manager.</li> <li>• A minimum of 5 years of experience in development of market research reports, strategic and business plans, technology roadmaps, etc.</li> <li>• A strong understanding of strategic planning, leadership frameworks, and change management is essential.</li> <li>• Experience in working with multilateral/bilateral and international agencies is desirable.</li> </ul>	
3	Project Associate (15)	<ul style="list-style-type: none"> <li>• Graduate Engineer from a recognized University or Institution in Electrical / Mechanical / Production /Instrument/ Environmental Engineering from a recognized University or Institute</li> <li>• BEE-certified Energy Manager (Desirable)</li> <li>• 5+ years of post-qualification experience in the field of energy efficiency, standard/certification development, emission reduction or climate change.</li> </ul>	Full time deployment in BEE



		<ul style="list-style-type: none"> <li>• Working experience in at least 5 projects related to data analysis/policy advocacy/policy enforcement or project management support in the energy or power sector.</li> <li>• Strong proficiency in presentation software (PowerPoint, Google Slides) and content management tools.</li> <li>• Excellent verbal and written communication skills in English.</li> <li>• Ability to work independently and as a team player in a multi-cultural environment.</li> <li>• Working knowledge of computers including MS Office package and related software</li> </ul>	
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**Notes:**

- CVs of PMU 1 leader and PMU 2 leader will be submitted for evaluation. The remaining CVs will be provided by the agency within 15 days of the issuance of LoA by BEE.
- BEE reserves the right to accept or reject any CV.
- All the deployable team should be deployed at BEE office no later than 21 days from the issuance of LoA by BEE
- If any of the team leader/member is found involved in other projects of BEE or otherwise, the same will be treated as breach of RfP terms and suitable action will be taken.
- If any of the team leader/member leaves the project before completion of the project, the same is to be replaced by the person either with the person having similar or higher educational and experience, within 10 (including non-working) days.
- On need basis, the requirement of the number of experts in PMU may increase.

**8. TIMELINES**

<b>Activity</b>	<b>Timelines</b>
Scrutiny of applications by PMU of brand and model registration	As defined in DISHA

**9. PAYMENT TERMS**

- (i) The payment shall be considered on quarterly basis on submission of invoice with supporting documents, and deductions, if any including taxes.
- (ii) All payments shall be made to the designated bank account of the PMU. Payments shall be subject to tax deductions at source (TDS) and other deductions, if any on account of liquidated damages, etc. GST shall be paid additionally by BEE at the prevailing rate.

- (iii) Shortage of manpower, if any, will invite deduction of retainership charges on pro-rata man-day basis.
- (iv) PMU is required to complete the work as per the timelines agreed upon. In case of any delay on the part of PMU in the providing of reports/information to BEE or non- completion of the deliverables (on account of delay which is solely attributable to PMU), within the timelines, PMU shall be liable to pay liquidated damages to BEE. The liquidated damages shall be charged at the rate of INR 200/- (Rupees Two Hundred Only) per week or part thereof of delay, subject to maximum of 5% of payment due for the quarter. BEE shall be authorized to deduct/adjust charges towards the liquidated damages at the time of making payments to PMU. It is hereby clarified that the right to claim liquidated damages is in addition to other remedies available to BEE and is not in derogation of such remedies.

**NOTE:**

- (i) No change in team composition shall be allowed without prior permission of BEE.
- (ii) PMU shall not receive any other remuneration in connection with the work except as provided in the RfP document.
- (iii) Payment authority will be Bureau of Energy Efficiency.
- (iv) PMU shall raise the invoice in favor of “The Secretary, Bureau of Energy Efficiency, 4<sup>th</sup> Floor, Sewa Bhawan, Sector – 1, R. K. Puram, New Delhi-110066”.
- (v) The payment will be considered on submission of original invoices and supporting documents and deduction (if any).
- (vi) PMU shall submit the original invoice along with supporting documents of preceding quarter within first week of succeeding quarter to BEE for consideration.
- (vii) Any invoice submitted after the first week of succeeding quarter would be considered for processing in the first of week of coming quarter.
- (viii) In case the work is not to the satisfaction of BEE, PMU shall re-work, at no additional cost to BEE.
- (ix) In case of any dispute during process of verification, payment terms, payments, etc., the decision by DG, BEE, will be considered as final & binding.

## **10. EVALUATION OF PROPOSALS**

### **10.1 Preliminary Evaluation**

- (i) While preparing the proposal, agency is expected to examine the list of appliances along with applicable reference standards from BEE’s S&L Website: <https://beestarlabel.com>
- (ii) Agency shall properly align all the required eligibility documents and mark page numbers. The same should be stated in Form 1. Failing this, the proposal shall be technically rejected and not considered for further evaluation.
- (iii) All copies of certificates / documents required as per the RfP should be signed and stamped.

- (iv) Preliminary scrutiny of the proposal will be made to determine whether the applications are complete, whether the qualifying documents are submitted and in order and the other documents have been properly signed. Proposals not conforming to such preliminary requirements will be rejected prima facie.
- (v) Compliance with the pre-qualification criteria given in Section 7 will be evaluated first. The technical bids of those bidders who do not fulfill the minimum eligibility criteria will not be evaluated and will be disqualified.

## 10.2 Methodology

Quality and Cost Based Selection, under QCBS selection, the technical proposals will be allotted a weightage of 80% (Eighty per cent) while the financial proposals will be allotted a weightage of 20% (Twenty per cent).

## 10.3 Technical Evaluation

S. No.	Category	Max. Marks	Criteria
<b>A</b>	<b>Organization Qualification &amp; Experience</b>		
1.	Turnover	10	₹40.00 crores up-to ₹50.00 crores: 5 Marks Greater ₹50.0 crores: 10 Marks
2.	Experience in the energy sector, including expertise in policy advocacy at both national and state levels. (The agency should provide reference credentials to substantiate their experience. The reference credentials should clearly provide information on project start and completion date, and brief of the assignment objectives, scope and activities as per the format.)	10	1 mark per assignment, up to maximum 10 assignments.
3.	Completed at least two projects involving PMU setup / manpower deployment in ministries or other government departments related to the energy and power sector within the past 5 financial years ending 31st March 2024. (The agency should provide reference credentials to substantiate their experience. The reference credentials should clearly provide information on project start and completion date,	10	1 mark per project, up-to maximum of 10 projects

	and brief of the assignment objectives, scope and activities as per the format.)		
4.	Completed at least one project focused on standards or certification development, or evidence-based policy advocacy aimed at enhancing standards or certification, within the past 5 financial years ending 31st March 2024, either nationally or internationally.	10	1 mark per project, up-to maximum of 10 projects
5.	<b>Sub-total A</b>	<b>40</b>	
<b>B</b>	<b>PMU Team</b>		
1.	Team Leader 1 (Number of projects related to a consulting role in energy & power sector)	20	For 5 projects: 10 marks For every additional project: 5 Marks (Max 20 marks)
2.	BEE Certification	10	Energy Auditor – 10 Marks Energy Manager – 5 Marks
3.	Team Leader 2 (Number of projects related to a consulting role in energy & power sector)	20	For 5 projects: 10 Marks For every additional project: 2 Marks (Max 20 marks)
4.	BEE Certification	10	Energy Auditor – 10 Marks Energy Manager – 5 Marks
5.	<b>Sub-total B</b>	<b>60</b>	
	<b>Total technical score (A+B)</b>	<b>100</b>	

#### 10.4 Financial Evaluation

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

### 11. OTHER TERMS & CONDITIONS

#### (A) General

- (i) Amount indicated in the financial proposal shall be without any condition attached or subjected to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and rejected.
- (ii) Unless terminated earlier pursuant to terms of agreement, the contract shall expire at the end of 24 months from the date of signing of agreement. Subject to the satisfactory performance of services by the Agency, BEE may extend the contract

for a further period up to 12 months, on same terms and conditions of RfP / Agreement, on mutual agreement.

- (iii) The successful agency (PMU) will have to submit Performance Security and enter an agreement on Rs. 100/- non-Judicial stamp paper within 10 days after intimation of letter of award. The Performance Security shall be returned on completion of the project to the satisfaction of BEE.
- (iv) In order to ensure transparency, equity and competitiveness in public procurement, as mandated by the Central Vigilance Commission, as a part of this RfP document, BEE has provided an Integrity Pact which is required to be furnished by the Agency as an essential preliminary qualification requirement under this RfP.
- (v) An Integrity Pact, as per the format stated in the RfP document, shall be duly signed and sealed by the authorized signatory of the Agency and submitted as a part of the Technical Proposal.
- (vi) The Integrity Pact shall be read as an integral part and parcel of the RfP document and the Contract/Agreement to be signed between the successful agency and BEE. The Integrity Pact shall be operative from the date it is signed by both the Parties till the final completion of the contract.
- (vii) In case the bidder who has been awarded the work refuses to accept the work issued by the BEE or fails to respond to the work order by BEE in decided time or backs out after acceptance, then the EMD paid by the bidder will be forfeited and further action would be taken, as deemed fit.
- (viii) If the bidder violates any of the conditions prescribed in RfP document & contract agreement, the Performance Security shall be forfeited.
- (ix) The EMD of unsuccessful bidder/s would be returned at the earliest. The EMD of successful bidder/s would be returned after submission of Performance Security. Under no circumstances, BEE is liable to pay interest on the EMD/Performance Security.
- (x) In the event, if PMU is found performing below the set-out quality standards, it shall be lawful for BEE, in its discretion, to cancel engagement and / or take suitable action as decided by competent authority of BEE.
- (xi) BEE reserves the right to reject any or all the proposals received at its discretion, without assigning any reason whatsoever and no costs would be paid to agency for the same.
- (xii) In case of any dispute during process of engagement / verification, the decision of DG, BEE will be considered final.
- (xiii) Acceptance of proposal rests with DG, BEE. No reasons will be given for acceptance or rejection of the contract thereof.
- (xiv) BEE reserves the right to cancel this RfP before/after the contract is awarded. Any / all proposals may be rejected in whole or in part when it is in the best interest of BEE.
- (xv) BEE may, on its own or on receipt of a complaint regarding any error or inconsistency or misrepresentation, within 6 months from date of complaint, initiate

action as deemed appropriate. Any cost associated for remedial action shall be borne by the agency.

- (xvi) If for any reason the PMU, after its engagement is suspending or stopping its services for any anticipated/unforeseen reason, shall be intimated to BEE at least 30 days in advance.

### **(B) Definition of Terms**

- (i) "Contract" means the agreement entered into by the BEE and successful Agency (PMU) as per the contract agreement signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.
- (ii) "BEE" means the Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4<sup>th</sup> Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110066 and shall include their legal representatives, successors and assigns.
- (iii) The "PMU" shall mean the agency whose proposal has been accepted by the BEE for award of work and shall include such successful agency's legal representatives, successors and permitted assignees.
- (iv) "Letter of Acceptance of Proposal" shall mean the official notice issued by the BEE notifying the agency that their proposal has been accepted for engagement.
- (v) "Date of Contract" shall mean the date on which the agreement has been issued.
- (vi) "Work" shall mean the work defined in Terms of Reference.

### **(C) Conflict of Interest**

The PMU engaged for the work will have to maintain the confidentiality of the information. In no case, PMU is allowed to use the data or share the information with a third party. BEE shall hold the copyrights over any of the data collected or compiled in the course of work.

### **(D) Force Majeure**

Shall mean and be limited to the following:

War/hostilities, Riot or Civil commotion, Earthquake, flood, tempest, lightening or other natural physical disaster and restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the contract by PMU.

In the event of any force majeure cause, PMU or BEE shall not be liable for delays in performing their obligations under this contract and relevant dates may be extended, for a period not exceeding the period of delay attributable to the causes of force majeure. Neither BEE nor PMU shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist. The PMU shall at all times, indemnify and keep indemnified, BEE and its officer's servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the

work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the consultant or any JV partner or sub-contractor, and / or the servants or agents of the PMU, or any other JV partner or any sub-contractor and / or of the BEE).

**(E) 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.

**(F) Amendment of RFP**

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

**(G) Resolution of Disputes**

- (i) BEE and PMU shall make effort to resolve amicably by direct informal negotiations on any disagreement or dispute arising in connection with the contract.
- (ii) The decision of Director General, BEE, shall be final and binding on both the parties.
- (iii) For any arbitration proceedings, PMU will pay the cost and expenses of arbitration proceedings & shall be held at Delhi.
- (iv) The laws applicable to the contract shall be the laws in force in India. The courts of Delhi only shall have exclusive jurisdiction in all matters arising under this contract.

**12. RfP FORMS**

The RfP must be submitted with documents as stated in the RfP along with the following forms:

- a) Form 1: Summary of Documents Submitted.
- b) Form 2A: Agency Details
- c) Form 2B: Team Leader Details
- d) Form 3: Agency Past Experience
- e) Form 4: Undertaking for Integrity Pact
- f) Form 5: Format for Integrity Pact

### FORM 1 - SUMMARY OF DOCUMENT SUBMITTED

Sr. No.	Requirement	Document Required	Page Number
1	Agency, firm, or company must be registered and incorporated in India	Copy of certificate of Incorporation issued by relevant authority in India	
2	Agency must be profitable in at least one of the last three financial years (FY 2021-22, FY 2022-23, or FY 2023-24)	Statutory Auditor's certificate that provides the information as per the specific requirement of the criterion. Statutory auditor's certificate is mandatory. Self-certified letter is not acceptable	
3	Agency must be registered with Goods and Services Tax (GST)	Copy of certificate issued by relevant GST Authority	
4	Agency should have a minimum average annual turnover of ₹40.0 crores in the last three financial years (FY 2021-22, FY 2022-23, and FY 2023-24).	Statutory Auditor's certificate that provides the information explicitly as per the specific requirement of the criterion. Statutory auditor's certificate is mandatory. Self-certified letter is not acceptable <b>Providing Balance sheet or financial statements is not sufficient for this requirement.</b>	
5	The agency must have a team of more than 200 full-time or on-payroll employees	List of employees and sign and stamp.	
6	Exemption in EMD Submission	Copy of certificate from appropriate authority	
7	Agency Details	Form – 2A	
8	Team Leader Details	Form – 2B	
9	Agency Past Experience	Form - 3	

**Note: Copies of certificates / documents required as per the RfP should be signed and stamped.**



**FORM 2A – AGENCY DETAILS**  
(Clearly Typed on Agency Letter head)

**(A) Details of Agency:**

Name of Agency	
Year of Establishment	
Address with Pin-code	
Website Address, if any	
Details under which Ministry / State Govt.	

**(B) Communication Details:**

<b>Head / Chief of Agency</b>	
Name	
Designation	
Mobile Number	
Email	
<b>Authorized Two Persons of Agency for Communication</b>	
(1) Name of Person	
Designation	
Mobile Number	
Email	
(2) Name of Person	
Designation	
Mobile Number	
Email	

## FORM 2B – TEAM LEADER DETAILS

(Clearly Typed on Agency Letter head)

### (A) Details of Person Proposed to be Deputed as Team Leader 1:

(Please attach separately CV)

Name	
Qualification	
Number of Years of Experience	
Mobile Number	
Email	

### (B) Details of Person Proposed to be Deputed as Team Leader 2:

(Please attach separately CV)

Name	
Qualification	
Number of Years of Experience	
Mobile Number	
Email	

(Provide summarized details of each Team Leader in the below stated format)

Name of Degree	Year	Name of Institution

- i. Membership of Professional Associations:
- ii. Other Training:
- iii. Countries of Work Experience:
- iv. Languages:

Language	Speak	Read	Write

- v. Employment Record:

Firm	From – To Date	Designation / Role	Responsibility

- vi. Projects undertaken

Name	Role & Description	Duration (From-To)	Organization Name	Nature of the project

vii. Certification:

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

Date:

(Signature with Agency Seal)

Place:

.....

Name of Authorized Official:

Designation:

**FORM 3 – AGENCY PAST EXPERIENCE**

(Clearly Typed on Agency Letter head)

(Attach supporting documents for all)

To,  
Secretary, BEE  
New Delhi.

**Subject: Engagement of Project Management Unit (PMU) Under Standards & Labeling Programme of BEE**

We hereby submit our supporting documents for the following:

(I) Knowledge of energy sector with experience in polices & regulations specifically in product certification.

(II) Projects completed in government department in the past 5 financial years

We understand that if any of the documents are not as per the requirement, BEE reserves the right to reject the proposal.

Date:

(Signature with Agency Seal)

Place:

.....

Name of Authorized Official:

Designation:

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

Name of project:	
Enclosed at page no:	
Contract through (Direct/Oursource) *Please indicate	
Objectives of the Project:	
Nature of project:	
Description of project:	
Financial Component	
Technical Component	

How this experience relate to this assignment.	
Country:	
Location within country:	
Duration of the project:	
Name of Employer along with contact details	
Start date (month/year):	
Completion date (month/year):	
Name of associated Vendors, if any:	
No of professional staff-months provided by associated Vendors:	
Name of senior professional staff of your firm involved and functions performed.	
Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

This work experience format needs to be filled-out for every project which the bidder intends to showcase to meet the eligibility and technical evaluation criteria. Each format should be placed in the technical bid such that it is easy to link every order (placed against different criterion) with the corresponding work experience format to clearly highlight the scope of the work executed under the project.

**Form 4: UNDERTAKING FOR INTEGRITY PACT**

(Clearly Typed on Agency Letter head & included with Technical Bid)

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

**Subject: Engagement of Project Management Unit (PMU) Under Standards & Labeling Programme of BEE**

Dear Sir/Madam,

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

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

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

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

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

Date: \_\_\_\_\_ (Signature with Agency Seal)

Place: .....

Name of Authorized Official:

Designation:

## FORM 5: FORMAT OF INTEGRITY PACT

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

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

BETWEEN

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

AND

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

Preamble

WHEREAS, BEE had issued Expression of Interest (“RfP”) dated \_\_\_\_\_ to invite proposals for Engagement as Project Management Unit (PMU) for Application Scrutiny under Standards & Labeling (S&L) Programme of BEE (hereinafter referred to as the “**Work**”).

AND WHEREAS, BEE values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with the Agencies.

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

*The “BEE” and the “Agency”, hereinafter individually referred to as “Party” and collectively as “Parties”.*

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

## **ARTICLE**

### **Article-1 Commitments of BEE**

- (1) BEE commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of BEE, personally or through family members, will in connection with the RfP, or the execution of contract/agreement, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) BEE will, during the engagement process, treat all Agencies with equity and reason. BEE will, in particular, before and during the engagement process, provide to all Agencies the same information and will not provide to any Agency, confidential/additional information through which the Agency could obtain an advantage in relation to the tendering process or the contract execution.
  - (c) BEE will exclude all known prejudiced persons from the process.
- (2) If BEE obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, BEE will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

### **Article-2 Commitments of the Agency**

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

- (a) Agency will not directly or through any other person or firm offer, promise or give to any of BEE's employees, involved in the engagement process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or during the execution of the contract.
- (b) Agency will not enter with other Agencies into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of consents / interest or any other action to restrict competitiveness or to introduce cartelization in the engagement process.
- (c) Agency will not commit any offence under the relevant IPC/PC Act and other Statutory Acts. Further, Agency will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by BEE as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



- (d) Agency will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. It shall also disclose the details of services agreed upon for such payments.
- (e) Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (f) Agency will not bring any outside influence through any Govt. bodies / quarters directly or indirectly on the engagement process.

### **Article-3 Disqualification from engagement process and exclusion from future contracts**

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

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

- (1) If BEE has disqualified the Agency from the engagement process prior to the award according to Article-3, BEE shall be entitled to demand and recover the damages as deemed suitable apart from any other legal right that may have accrued to BEE.
- (2) If the work has been awarded/agreement signed, then in addition to (1) above, BEE shall be entitled to cancel the letter of award /agreement issued to the Agency and recover liquidated and all damages as per the provisions of the contract / agreement against termination.

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

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

#### **Article-6 Equal treatment of all Agencies**

- (1) BEE will enter into agreements with identical conditions as this one with all Agencies.
- (2) BEE will disqualify from the engagement process all Agency who do not sign this Pact or violate its provisions.

#### **Article-7 Criminal charges against violating Agency**

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

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

- (1) BEE can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with

the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.

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

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

- (1) The validity of this Integrity Pact shall be from the date of its signing till the complete execution of the contract to the satisfaction of both BEE and Agency, including defects liability period. In case the Agency is unsuccessful, this Integrity Pact shall

expire after six months from the date of the signing of the agreement with the successful Agency.

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

#### **Article-10 Other Provisions**

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

IN WITNESS WHEREOF, the Parties hereto have caused this pact to be signed in their respective names as of the day, date and year first above written:-

\_\_\_\_\_

(For & On behalf of BEE)

(For & On behalf of Agency)

(Office Seal)

(Seal/ Stamp)

Place \_\_\_\_\_

Name:  
Designation

Date \_\_\_\_\_

Signature of Witness 1:

(Name & Address):

Signature of Witness 2:

(Name & Address)

**13. FINANCIAL BID FORMAT**  
**(Clearly Typed on Agency Letter head)**

**Subject: Engagement of Project Management Unit (PMU) Under Standards & Labeling Programme of BEE**

We hereby express our interest for engaging with BEE as PMU on the terms and conditions stated in RfP.

We accept the terms and conditions as enumerated in the RfP document.

We also the payment terms as stated in RfP document.

Our price bid as per scope of work of BEE is stated below:

Sr. No.	Item	Unit	Cost (₹) (Excluding GST) for 2 years	Applicable GST (%)	Total Cost (₹) (Including GST) for 2 Years
1	PMU-1 Leader	01			
2	PMU-2 Leader	01			
3	Project Associate	15			
<b>TOTAL</b>					

**Note:** For the additional requirement of the Project Associate, the charges will be calculated on pro-rata basis

Date:

(Signature with Agency Seal)

Place:

.....

Name of Authorized Official:

Designation: