

**Request for Proposal (RfP)  
For  
Engagement of MeitY Empanelled Agency  
To Provide Cloud Service for  
Building Energy Efficiency Portals developed by BEE**



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

## **1. Letter of Invitation**

The Bureau of Energy Efficiency (BEE) invites Request for Proposal (RfP) (Financial Bids) from interested and technically qualified Meity empaneled Cloud service providers for providing Cloud Service for Building Energy Efficiency Portals developed by BEE

Though adequate care has been taken while preparing the RfP document, the Agency shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Agency within Five (05) days from the date of notification of RfP document / Issue of the RfP document, it shall be considered that the RfP document is complete in all respects.

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

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

Sd/-  
Secretary, BEE

## 1. GENERAL INFORMATION

Contact person for queries / clarification	Ms. Pravatnalini Samal, Director, Bureau of Energy Efficiency 4 <sup>th</sup> floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Tel No.: -91-11-26766700 Email: <a href="mailto:psamal@beeindia.gov.in">psamal@beeindia.gov.in</a> Cc to: <a href="mailto:pankaj.sharma@beeindia.gov.in">pankaj.sharma@beeindia.gov.in</a>
Mode of selection	L1 Basis
Last date of submission	30/01/2025, till 04:00 PM
Type of proposal required	Financial
Proposal submission language	English
Bid validity period	120 days after last date of bid 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 or Bank Guarantee from a Commercial Bank or Online Payment)

## 2. BACKGROUND INFORMATION

### 2.1 Energy Conservation Act, 2001

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

### 2.2 About BEE

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

### 2.3 Objective

Presently, following two web-portals are developed by BEE:

- (i) Web Portal for Star Rating of Commercial Buildings Programme and Shunya Labelling Programme;
- (ii) Eco-Niwas portal and its tools and Web Portal of Building Material Directory of India.

The objective of this RfP is to provide Managed Virtual servers with secured environment, devices and data centre services for hosting of BEE websites/portals.

## 3. SCOPE OF SERVICE

3.1 Below are the Infra Requirement for Hosting of BEE Portals:

### (A) Star Rating of Commercial Buildings and Shunya Labelling Portal

S. No.	Type of Server	Production Application	Production Database	UAT Application	UAT Database	DR Application	DR Database	Backup
1	Usage Type (Primary/ DR)	Primary				DR		Cloud
2	Deployment Model	Public Cloud						
3	RAM	64	128	32	64	64	128	
4	vCPU	16	16	8	8	16	16	
5	Physical Core to vCPU Ratio	1:2						
6	Operating System	Windows Server 2025 Std. Edition						
7	System Software	IIS 10.0, .Net Framework 4.5 or Higher	MS SQL Server 2022 Std. Edition	IIS 10.0, .Net Framework 4.5 or Higher	MS SQL Server 2022 Std. Edition	IIS 10.0, .Net Framework 4.5 or Higher	MS SQL Server 2022 Std. Edition	

8	<b>Type of Storage Media/ Drive</b>	SSD						
9	<b>CPU Launch Year</b>	2020, Processor-Min frequency of 2.0 GHz						
10	<b>Storage (in GB)</b>	1000	800	700	700	1000	1000	<b>2500</b>
11	<b>Drive Partition</b>	C Drive: 300 GB D Drive (Shared): 700 GB	C Drive: 300 GB D Drive (Shared): 500 GB	C Drive: 200 GB D Drive: 500 GB	C Drive: 200 GB D Drive: 500 GB	C Drive: 300 GB D Drive: 700 GB	C Drive: 300 GB D Drive: 700 GB	
12	<b>Planned Duration in months</b>	24	24	24	24	24	24	

### (B) ECO-Niwas Portal for Residential Buildings

Sl. No.	Type of Server	Production Application Active	Production Database as a Service	DR Application Passive	DR Database as a Service	Backup
1	<b>Usage Type (Primary/DR)</b>	Primary	Primary	DR	DR	<b>Cloud</b>
2	<b>Deployment Model</b>	Public Cloud				
3	<b>RAM</b>	128	16	128	16	
4	<b>vCPU</b>	32	4	32	4	
5	<b>Physical Core to vCPU Ratio</b>	1:2				
6	<b>Operating System</b>	Ubuntu 22.04	Managed by Service Provider	Ubuntu 22.04	Managed by Service Provider	
7	<b>System Software</b>	PHP, JDK	MySQL	PHP, JDK	MySQL	
8	<b>Type of Storage Media/ Drive</b>	SSD				
9	<b>CPU Launch Year</b>	2020				
10	<b>Storage (in GB)</b>	500	250	500	250	<b>2500</b>
11	<b>Planned Duration in months</b>	24				24

### 3.2 Mandatory Inclusion with Each VM (For both the servers)

- (i) **Network:** Subnet/network segment capability should be available, VM should be Firewall protected, Mapping of Private IPs to Public Ips for inbound/outbound traffic.
- (ii) **Security:** Antivirus, Encryption of data associated with VM, System Log should be available, Multi Factor Authentication, Hardening & patch management of underlying infrastructure by CSP.
- (iii) **Backup:** Entire VM data backup must be available, Daily Incremental backup, Backup must be taken at least every week, Backup of VM must be retained for at least 30 days.

- (iv) Auto Scaling
- (v) SLA
- (vi) Scheduling
- (vii) Turnaround Time
- (viii) VM Administration

**3.3** Agency should be experienced in discharging below mentioned services:

- (i) Infrastructure Management
- (ii) Data Center operations
- (iii) Providing bandwidth
- (iv) IT/ICT Services and solutions

Agency should set-up competitive teams for activities such as data-centre operations, application management, IT infrastructure management etc. where each resource has 6- 12 years of professional work experience in respective domain areas.

#### **4. Payment Terms**

The payment of Infra/ Hosting charges will be made on quarterly basis, on submission of invoice to BEE and if services being found satisfactory to BEE.

#### **5. Terms & Conditions**

- (i) The intended agency shall submit self-certified copy of valid MeitY empanelment certificate as part of technical document.
- (ii) Unless terminated earlier, the contract shall expire at the end of Twenty- Four (24) months from the date of work order. Subject to the satisfactory performance of services by the agency, BEE may extend the contract for a further period up to 24 months, with no more than 12 months extension at a time, on same terms and conditions.
- (iii) The successful agency will have to submit the Performance Security 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. No interest shall be payable by BEE on Performance Security.
- (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, an Integrity Pact is required to be furnished by bidding Agencies 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. The Integrity Pact shall be operative from the date it is signed by both the Parties till the final completion of the contract.
- (vii) Agency shall submit Service Level Agreement (SLA) report, fortnightly.

- (viii) Liquidated damages shall be imposed @0.5% per day or part thereof due to not meeting the SLA subject to a maximum of 10% of the contract. Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to BEE under the terms of the contract.
- (ix) Except as otherwise permitted by the contract, the bidder shall not disclose to third parties the contents of the contract or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:
  - a. is or becomes public other than through a breach of confidentiality under this contract or otherwise;
  - b. is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
  - c. was known to the receiving party at the time of disclosure or is thereafter created independently without violation of any confidentiality requirement;
  - d. is disclosed pursuant to an order of any court of competent jurisdiction or any regulatory, judicial, governmental, or similar body or any taxation authority of competent jurisdiction requiring disclosure of the Confidential Information of the disclosing party, provided that, the receiving party shall promptly notify the disclosing party.
- (x) BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.
- (xi) 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. Submission of proposal shall be deemed to have been done after careful study and examination of the RfP with full understanding of its implications. BEE has all the rights to change/rescind/cancel the bid at any stage before award of the contract to any bidder without any explanation.
- (xii) Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Agency own in performing the Services. Notwithstanding the delivery of any reports, Agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Agency compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client shall have the right to use any Materials included in the Reports, as well as the Reports themselves.
- (xiii) BEE shall reserve the right to terminate the contract without assigning any reason whatsoever during the course of the contract subject to providing a notice period of 7 days. BEE, post internal approval, may consider pro-rata payment of services provided till the date of termination, only in case of no cause termination.
- (xiv) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so

impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war/ hostilities, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) or any lockdown or curfew imposed by the Government.

- (xv) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in carrying out its obligations hereunder.
- (xvi) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.



**FINANCIAL BID FORMAT**

To,

Secretary

Bureau of Energy Efficiency Government of India, Ministry of Power

4<sup>th</sup> Floor, Sewa Bhawan,

R.K. Puram, New Delhi – 110 066

Subject: **Financial Bid for Engagement of MeitY Empaneled Agency for Providing Cloud Service for Building Energy Efficiency Portals developed by BEE**

Sr. No.	Cloud Service	One Time Set-up Charges (Excluding Taxes)	Applicable GST (%)	Annual Charges Per Year (Excluding Taxes)	Applicable GST (%)
		(A)	(B)	(C)	(D)
1					
2					
3					
4					
5					
	<b>Grand Total</b>				

The above cost is inclusive of:

- a. Facility ideal for Cloud Computing requirements.
- b. Management of various IT-related services
- c. Operating System / DB Administration: Installation of OS, Patch updates
- d. Monitoring and Alert of provisioned infra with 24X7 support
- e. Shared (NGFW) Firewall
- f. VPN connection for secure access
- g. Uptime guarantee (SLA) 99.5% for Server, Storage & Network infrastructures.
- h. Load Balancing- Virtual tool from leading OEM can be applied to the VMs for managing concurrent traffic.
- i. Powerful backup, trusted recovery and cost-optimized workload mobility to help ensure data availability.
- j. Scaling can be done manually on prior information by BEE
- k. DC Infrastructure Management.

**Lowest Cost (L1) will be considered based on Grand Total of Annual Charges Per Year (Excluding Taxes)**

**6. INTEGRITY PACT**

**UNDERTAKING FOR INTEGRITY PACT**

(Clearly Typed on Bidder Letter head & submitted with Technical Bid)

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

**Subject: Request for Proposal (RfP) for Engagement of MeitY Empaneled Agency for Providing Cloud Service for Building Energy Efficiency Portals developed by BEE**

Dear Sir,

I/We have taken note of the Integrity Pact of the above stated service. I/We understand that only those bidders who commit themselves to such a Pact with BEE/, would be considered competent to participate in the bidding process; signing of the Integrity Pact and furnishing the same as a part of our bid, is an essential requirement of evaluation criteria.

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

Any violation of the same at any stage i.e., during bidding process and / or during contract execution stage, would entail disqualification of the bidder 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 bidder from bidding process and if the work has been awarded to me/us, then it would lead to the cancellation of the letter of award and termination of our Contract 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 Bidder Seal)

Place: .....

Name of Authorized Official: Designation:

## FORM 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 4th Floor, Sewa Bhavan, Sector-1, R.K. Puram, New Delhi (hereinafter called the “**BEE**” which expression unless repugnant to the context shall mean and include their successors and assigns) of the **FIRST PART**;

### AND

\_\_\_\_\_ (*Name of the Bidder*), acting through Shri/Smt/Ms. \_\_\_ (*Name of the Authorized signatory*), holding the designation of \_\_\_\_\_ [*Designation of the Authorized signatory*] (hereinafter referred to as the “**Bidder**”, 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 a Request for Proposal (“RfP”) to invite proposals for Request for Proposal (RfP) for Engagement of MeitY Empaneled Agency for Providing Cloud Service for BEE’s Websites & Portals (hereinafter referred to as the “**Service**”).

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 Bidder.

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 evaluation criteria and the Contract Agreement between the Parties.

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

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

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

- (1) BEE commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of BEE, personally or through family members, will in connection with the ToR, or the execution of 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) BEE will, during the bidding process, treat all Bidders with equity and reason. BEE will, in particular, before and during the bidding 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) 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 Bidder**

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

- (a) Bidder will not directly or through any other person or firm offer, promise or give to any of BEE's employees, involved in the bidding process or the execution of the contract or to any third person, any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
- (b) Bidder 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) Bidder will not commit any offence under the relevant IPC/PC Act and other Statutory Acts. Further, Bidder 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) Bidder 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) Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (f) Bidder will not bring any outside influence through any Govt. bodies/ quarters directly or indirectly on the bidding process.

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

- (1) If the Bidder, 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, BEE is entitled to disqualify the Bidder from the bidding process including blacklist and put on holiday the Bidder 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 Bidder 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) Bidder 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 Bidder shall be final and binding on Bidder, however, Bidder 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, Bidder shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of BEE, the exclusion of Bidder could be revoked by BEE if Bidder 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 Bidder from the bidding process prior to the award according to Article-3, BEE shall be entitled to forfeit the Earnest Money Deposit / Performance Security and / or demand and recover the damages equivalent to Earnest Money Deposit / Performance Security 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 Bidder and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination.

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

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

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

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

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

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

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

- (1) BEE can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.
- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his/her functions neutrally and independently. He/she will report to BEE.
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him/her, as and when warranted.
- (4) The Monitor shall examine all complaints received by him/her and give his/her recommendations/views to BEE at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) Bidder accepts that the Monitor has the right to access without restriction to all project documentation of BEE including that provided by Bidder 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 Bidder 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 Bidder. 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 Bidder/Agency, including defects liability period. In case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the agreement 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 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 Bidder 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 Bidder 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 Bidder/Agency)

(Office Seal)      (Seal/ Stamp)

Place \_\_                      Name:  
Designation  
Date \_\_

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

\_\_\_\_\_

\_\_\_\_\_



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5764728

Dated/दिनांक : 30-12-2024

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	30-01-2025 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	30-01-2025 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	150 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Power
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	N/a
<b>Office Name/कार्यालय का नाम</b>	Bureau Of Energy Efficiency
<b>क्रेता ईमेल/Buyer Email</b>	m.anand@beeindia.gov.in
<b>Item Category/मद केटेगरी</b>	Virtual Machine (Compute) - Public Cloud; Microsoft Windows Server; 128; 16; 1:2; Application; Primary DC; 500 , Virtual Machine (Compute) - Public Cloud; Ubuntu Operating System; 128; 32; 1:2; Application; Primary DC; 500
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid



<b>Bid Details/बिड विवरण</b>	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	20000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	20000

#### **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).	24

(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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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, NA, N/A, Ministry of Power  
(Bureau Of Energy Efficiency)

#### **MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Virtual Machine (compute) - Public Cloud; Microsoft Windows Server; 128; 16; 1:2; Application; Primary Dc; 500	Number of Virtual Machines : 1
Schedule 2	Virtual Machine (compute) - Public Cloud; Ubuntu Operating System; 128; 32; 1:2; Application; Primary Dc; 500	Number of Virtual Machines : 1

**Virtual Machine (Compute) - Public Cloud; Microsoft Windows Server; 128; 16; 1:2; Application; Primary DC; 500 ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Deployment Model	Public Cloud
Operating System	Microsoft Windows Server

Specification	Values
RAM(in GB)	128
vCPU	16
Physical Core to vCPU Ratio	1:2
Type of Server	Application
Usages Type ( Primary / DR)	Primary DC
Storage (in GB)	500
Type of Storage Media/Drive	SSD
Mandatory Inclusion with each Virtual Machine	As defined in definition and SLA documents which is integral part of Virtual Machines
CPU Launch Year	2020
System Software / DB	SQL Server Standard 2016
Planned Duration in months	24
<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 Virtual Machines	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	<ul style="list-style-type: none"> <li>Planned Duration ( in Months ) : 24</li> </ul>

**Virtual Machine (Compute) - Public Cloud; Ubuntu Operating System; 128; 32; 1:2; Application; Primary DC; 500 ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Deployment Model	Public Cloud
Operating System	Ubuntu Operating System
RAM(in GB)	128
vCPU	32

Specification	Values
Physical Core to vCPU Ratio	1:2
Type of Server	Application
Usages Type ( Primary / DR)	Primary DC
Storage (in GB)	500
Type of Storage Media/Drive	SSD
Mandatory Inclusion with each Virtual Machine	As defined in definition and SLA documents which is integral part of Virtual Machines
CPU Launch Year	2020
System Software / DB	SQL Server Standard 2016
Planned Duration in months	24
<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 Virtual Machines	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	<ul style="list-style-type: none"> <li>Planned Duration ( in Months ) : 24</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. 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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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 कार्यवाई

का आधार होगा।

**---Thank You/धन्यवाद---**