

Minutes of the pre-bid meeting conveyed via online mode on 14.02.2025 for the RfP titled “Hiring of Retainer Consultant Agency to Setup Project Management Unit for Charging Infrastructure & Efficiency in EV Transport sector in India” hosted on GeM portal on 11.02.2025.

GeM BID NO: GEM/2025/B/5937202 dated 11.02.2025

Following are the comments received from the agencies, against which the response of Bureau of Energy Efficiency are: -

S. No.	Reference Section & Page Number on RfP document	Clause	Queries/Comments/Requests	Response
1.	4. Team Composition and Eligibility Criteria for members:	1.1 Technical Expert (E-mobility)  <b>Educational and Experience criteria:</b> Minimum Educational Qualification: - MBA / MS / M.Tech/ PGDM, Master’s degree in Transportation Engineering or related fields with BE / B.Tech in Electrical / Mechanical / Automation / Automobile / Electronics / Power Electronics / Chemical with minimum work experience of 8 years.	Bidder requests for adding B.tech in Civil or other related fields.	1.1 Technical Expert (E-mobility)  <b>Educational and Experience criteria:</b> Minimum Educational Qualification: - MBA / MS / M.Tech/ PGDM, Master’s degree in Transportation Engineering or related fields with BE / B.Tech in Electrical / Mechanical / Automation / Automobile / Electronics / Power Electronics / Chemical/ <b>Civil or other related fields</b> with minimum work experience of 8 years.
2.	4. Team Composition and Eligibility Criteria for members:	1.2 Technical Expert (Road Transport)  <b>Educational and Experience criteria:</b> Minimum Educational Qualification: - MBA / MS / M.Tech/ PGDM, Master’s degree in Transportation Engineering, Environmental Engineering, Energy Management, or related fields with BE / B.Tech in Electrical / Mechanical / Automation / Automobile / Electronics / Power Electronics / Chemical with minimum work experience of 8 years.	Bidder requests for adding B.tech in Civil or other related fields.	1.2 Technical Expert (Road Transport)  <b>Educational and Experience criteria:</b> Minimum Educational Qualification: - MBA / MS / M.Tech/ PGDM, Master’s degree in Transportation Engineering, Environmental Engineering, Energy Management, or related fields with BE / B.Tech in Electrical / Mechanical / Automation / Automobile / Electronics / Power Electronics / Chemical/ <b>Civil or other related fields</b> with minimum work experience of 8 years.
3.	6. Selection Process	6.1.4. Agency should have a PMU experience with any Central government agency on clean/sustainable transportation/electric mobility/EV charging in the past 3 years.	Bidder requests to consider the experience of energy efficiency in transport sector.	6.1.4. Agency should have a PMU experience with any Central government agency on <b>energy efficiency in transport sector/</b> clean / sustainable transportation /electric mobility/EV charging in the past 3 years.

In addition to above clarifications, it shall be noted that bidders have to quote a consolidated amount for a period of 2 (two) years for all the resources. This cost shall not be less than 20% of the estimated bid cost as per the requirement of GeM.



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5937202  
Dated/दिनांक : 11-02-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-03-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-03-2025 16:30:00
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
क्रेता ईमेल/Buyer Email	deepak.suri@beeindia.gov.in
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of Retainer Consultant Agency to Setup Project Management Unit for Charging Infrastructure Efficiency in EV Transport sector in India
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>Project Management Consultancy (PMC) Service</li></ul>
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)	1200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
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	10 Days
Estimated Bid Value/अनुमानित बिड मूल्य	30000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	600000

#### 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).	26

(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, NA, N/A, Ministry of Power 4thFloor, RK Puram, New Delhi110066  
(Milind Deore)

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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****Instruction To Bidder:**[1739268902.pdf](#)**Pre Qualification Criteria ( PQC ) etc if any required:**[1739268909.pdf](#)**Scope of Work:**[1739268924.pdf](#)**Payment Terms:**[1739268929.pdf](#)**Penalties:**[1739268937.pdf](#)**Quantifiable Specification / Standards of The Service/ BOQ:**[1739268954.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1739268959.pdf](#)

**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1739268964.pdf](#)

**GEM Availability Report ( GAR):**[1739267805.pdf](#)

**Buyer's Competent Authority Approval:**[1739268079.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1739268104.pdf](#)

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1739268895.pdf](#)

**This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
As per RfP	100	70	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 70

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
14-02-2025 15:00:00	Online - Details mentioned in RfP document

**Custom Bid For Services - Hiring Of Retainer Consultant Agency To Setup Project Management Unit For Charging Infrastructure Efficiency In EV Transport Sector In India ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Retainer Consultant Agency to Setup Project Management Unit for Charging Infrastructure Efficiency in EV Transport sector in India
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

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

**2. Generic**

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](#)

**3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [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.

**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---





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# Hiring of Retainer Consultant/ Agency to Setup Project Management Unit for Charging Infrastructure & Efficiency in EV Transport sector in India

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*Request for Proposal*

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Last Date of Submission:  
04 March 2025

Bureau of Energy Efficiency  
Ministry of Power, Government of India,  
4<sup>th</sup> Floor Sewa Bhawan, R. K. Puram,  
New Delhi – 110066.

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## 1. Critical Information

1	Availability of Request for Proposal Document	11 February 2025
2	Date & Time for Pre-bid Meeting	14 February 2025 at 15:30 hrs.
3	Last date for submission of bids	04 March 2025 by 15:00 hrs.
4	Venue for Pre-Bid Meeting	<p>Pre-Bid Meeting to be held via online mode.</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGIwNDk1NDMtYzM5My00N2M2LThiYTctZWViZjlkODQxMmUw%40thread.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22dc23e9dd-bf50-4f8a-b1ef-627e11bb1491%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGIwNDk1NDMtYzM5My00N2M2LThiYTctZWViZjlkODQxMmUw%40thread.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22dc23e9dd-bf50-4f8a-b1ef-627e11bb1491%22%7d</a></p> <p>Meeting ID: 467 947 130 06 Passcode: 2cW7U4My</p>
5	E-mail address for queries	<p>To: <a href="mailto:spandita@beeindia.gov.in">spandita@beeindia.gov.in</a> cc: <a href="mailto:deepak.suri@beeindia.gov.in">deepak.suri@beeindia.gov.in</a> <a href="mailto:rahul.juyal@beeindia.gov.in">rahul.juyal@beeindia.gov.in</a> <a href="mailto:keshav.murari15@beeindia.gov.in">keshav.murari15@beeindia.gov.in</a></p>
6	Place for Submission of Proposal/Bid	<p>Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R K Puram New Delhi – 110066 Tel No.: -91-11-26179699</p>
7	Date of Opening of Financial Proposal for qualified Bidders	Will be informed by e-mail at least 5 days prior to the date of opening of financial bid
8	Contact Person for Clarification	<p>1. Mr. Sameer Pandita, (Director) 2. Mr. Deepak Suri (Senior Sector Expert) 3. Mr. Rahul Juyal (Sector Expert) 4. Mr. Keshav Murari (Project Engineer)</p> <p>Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R. K. Puram New Delhi – 110066 Tel No.: +91-11-26766749 Email: <a href="mailto:spandita@beeindia.gov.in">spandita@beeindia.gov.in</a> cc to: <a href="mailto:deepak.suri@beeindia.gov.in">deepak.suri@beeindia.gov.in</a> <a href="mailto:rahul.juyal@beeindia.gov.in">rahul.juyal@beeindia.gov.in</a> <a href="mailto:keshav.murari15@beeindia.gov.in">keshav.murari15@beeindia.gov.in</a></p>

## 2. Introduction

### 2.1 About BEE

Under the provisions of the Energy Conservation Act, 2001, Bureau of Energy Efficiency has been established with effect from 1<sup>st</sup> March, 2002. The mission of Bureau of Energy Efficiency (BEE) is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act (EC Act), 2001 with the primary objective of reducing energy intensity of the Indian economy.

### 2.2 Background

Government of India have undertaken multiple initiatives to promote manufacturing and adoption of EVs in India. Availability of adequate Charging Infrastructure is one of the key requirements for accelerated adoption of EVs in India. Ministry of Power revised its Guidelines & Standards for EV Charging Infrastructure titled, "Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024" on 17th September 2024. The revised guidelines outline standards and protocols to create network of connected & interoperable EV charging infrastructure network in the country. The guidelines mentions the roles and responsibilities of a Central Nodal agency & State Nodal Agency in promotion of EV Charging Infrastructure in the country. Ministry of Power, Government of India designated BEE as Central Nodal Agency for rollout of public EV charging infrastructure in the country. In Terms of these Guidelines, the Central Nodal Agency will be required to undertake the following:

- a) Bureau of Energy Efficiency (BEE) shall create and maintain a national online database of all the Public Charging Stations in consultation with State Nodal Agencies (SNAs). Bureau of Energy Efficiency shall create/maintain a Web Portal, Software & Mobile Application for the database of Public Charging Stations throughout the country.
- b) Liaison with the respective State Nodal Agencies for deployment and installation of charging infrastructure.
- c) Guide the State Nodal Agencies in establishing standard ToRs for conducting feasibility studies, bidding, proposal creation and Monitoring and Verification towards installation, operation and maintenance of charging infrastructure in respective jurisdictions area.

In view of the growing demand of fossil fuel and rapidly growing motor vehicle fleet, Bureau of Energy Efficiency (BEE) in consultation with Ministry of Road Transport & Highways and Department of Heavy Industries developed Corporate Average Fuel Economy standards for M1 category vehicle (GVW < 3500 kg). The Phase I of the standards are applicable from 2016-17 to 2021-22 & Phase II is applicable from 2022-23 onwards. The standards relate to the Corporate Average Fuel Consumption (in liters/100 km) to the Corporate Average Curb Weight of all the cars sold by a manufacturer in a fiscal year.

Under the fuel efficiency norms notified in 2017, from 1st April, 2018, diesel vehicles of particular category (M3 and N3) with gross vehicle weight of 12 tonnes and above, complying with BS-IV emission norms, shall be tested for Constant Speed Fuel Consumption as specified by the Ministry of Road Transport and Highways.

Indian Railways daily handles 3 million tonnes of freight and 23 million passengers and is the world's third largest network. Indian railways consume about 2% of electricity and about 3% of diesel of the country. Indian railways consumed 2894 million liters of diesel, and 18.22 BU of electricity in 2015-16. Over the years, the electricity consumption of Indian Railways is growing at the rate of 4 percent and 3 percent in case of diesel consumption as per year-on-year basis. Simultaneously, the railways network being electrified at pace of 3.7 percent year on year basis to move towards low carbon emissions and proficient transport segment. Indian railways are one of the most efficient means of mass transport system. However, to achieve the NDC and reduce the carbon footprints in this sector, Indian Railways has been taken under the Perform, Achieve and Trade scheme. 16 Zonal Railways and 6 productions have got the mandatory reduction target under the PAT scheme.

The energy-saving potential in ports, shipping and aviation is immense, driven by advancements in technology, operational efficiency, and sustainable practices. Ports and shipping can significantly reduce energy consumption through electrification of equipment, use of renewable energy sources, and smart port management systems that optimize cargo handling and vessel scheduling. In shipping, innovations like energy-efficient hull designs, alternative fuels such as LNG and biofuels, and waste heat recovery systems, combined with operational strategies like slow steaming and route optimization, drastically cut fuel consumption and emissions. Similarly, aviation can achieve substantial energy savings with lightweight aircraft materials, aerodynamic improvements, sustainable aviation fuels, and optimized flight paths. Ground operations in both ports and airports benefit from electrification and renewable energy integration, further reducing reliance on fossil fuels. By embracing digitalization, green infrastructure, and alternative energy sources, these sectors collectively hold the potential to revolutionize energy use, reduce costs, and contribute significantly to global sustainability goals.

### **2.3 Objective**

BEE invites bids to engage an agency to establish PMU initially for a period of two years which may be extended on yearly basis maximum up to one more year (total three 3 years) depending upon satisfactory performance and approval by competent authority of BEE.

### 3. Scope of Work

The Agency will provide 5 (five) nos. of dedicated experts for supporting activities for a period of two years which may be extended on yearly basis depending subject to satisfactory performance of the agency further for a period of one more year.

S. No.	Sector	No. of Experts
1	Electric Mobility	1
2	Road Transport	1
3	Railways	1
4	Shipping & Ports	1
5	Aviation	1
	<b>Total no. of Experts</b>	<b>5</b>

The broad scope of the PMU shall include, but not limited to:

#### 4.1 Roles and responsibilities of PMU:

- I. Project Management/Consultancy related to project development.
- II. Project Appraisal/Due-diligence, Monitoring and Reporting.
- III. The PMU will be responsible for overall project management, coordination & techno commercial consultancy to BEE.

**Description of responsibilities of PMU are as following:**

#### **General Activities**

1. Analyze and review relevant national and state policies related to the specific sector.
2. Capture insights of international regulatory developments relevant to the specific sector.
3. Assist development of proposals, business/ financial models, technical specifications, and any other relevant documents for BEE and relevant ministries.
4. Assist development of sector specific guidelines or provide recommendations to state agencies.
5. Oversee coordination, monitoring, and supervision of project activities under BEE's guidance.
6. Assist BEE in organizing capacity-building seminars, workshops, and meetings with stakeholders including expert resource identification (cost borne by BEE).
7. Assist BEE in inspections, and investigations and submit responses to stakeholders' observations.
8. Conduct site visits to project sites, agencies, and departments, providing detailed reports with recommendations under the guidance of BEE.
9. Develop detailed work plans for projects in consultation with BEE and other agencies.
10. Assist BEE in verifying invoices from agencies working on the project.
11. Maintain and update records and correspondences to ensure effective coordination

with BEE.

12. Support BEE in outreach activities, including IEC activities, and help in empanelment of experts for consultation purposes.
13. Costing towards design or development (soft copies) of awareness and dissemination material developed by BEE during the term of engagement must be included as a part of financial bid.
14. The PMU will identify and assist BEE in empaneling national and international experts from industry, labs, and academia for consultations and workshops, with costs borne by BEE.
15. The PMU may be required to support and assist engage international funding agencies or multilateral development organizations to advance BEE's initiatives.
16. The PMU will assist in development of standard & labeling program related to sector and may assist BEE in developing research papers.
17. The PMU Agency shall utilize and deploy any resources present within the agency to forward Bureau of Energy Efficiency's initiative (develop business/financial model, designing team etc.)

#### **Project Appraisal/Due-diligence, Monitoring and Reporting**

1. The PMU will support BEE in budgeting, techno commercial appraisal/due-diligence of proposals submitted by different State Nodal Agencies for seeking funding etc.
2. The PMU will provide domain support for examining projects, with a specific focus on deep analytical and financial modelling skills.
3. The PMU shall assess key financial & technical metrics and risk factors highlighting measures to hedge/mitigate risks.
4. The PMU will be responsible for coordinating & maintaining a regular progress schedule with updates to BEE in coordination with state agencies. The PMU will support BEE in identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with BEE and state agencies.
5. The PMU will develop specific M & E Matrix to capture the progress of various projects.
6. The PMU will support BEE in establishing, monitoring & supervision of the complaint redressal system of the project as per the requirement of BEE.
7. The PMU will submit monthly/quarterly progress report of the projects to BEE in electronic and colored report form.

#### **Note:**

1. The Services to be performed by the PMU agency encompass (but not limited to) all the part services described and explained in this Terms of Reference document.
2. The PMU agency shall work together with third parties wherever commissioned by the BEE. In addition, the PMU agency must comprehensively coordinate their services with its own services, as far as possible and ensure the performance of all the projects handled and third party activities assigned to it by BEE on behalf of BEE.



3. The PMU agency shall inform the BEE promptly of all extraordinary circumstances that arise during the performance of the services and of all matters requiring BEE approval. The PMU agency is to make reports as defined in scope of work and submit the same as per timelines assigned to agency or defined in the contract.
4. The PMU agency shall employ the staff specified in bid to implement performance of the Services. The staff specified in the bid will be stationed at BEE office for the tenure of engagement on regular basis. The list of designated key staff and any changes to it shall be informed 3 months in advance to BEE. No staff shall be put up in PMU without prior written approval of the BEE.
5. PMU will be stationed at BEE office or may depute personnel of PMU to any Central Ministry/State Department based on requirement.

**Sector-wise activities:**

The sector-wise scope of PMU shall include, but will not be limited to:-

**1. E-mobility sector**

- The PMU will support BEE to coordinate with State Nodal Agencies responsible for development of EV charging ecosystem in states.
- The PMU will support BEE in identifying /prioritizing cities, National highways and expressways for setting up EV charging infrastructure in consultation with state governments and state nodal agency.
- The PMU will support BEE to prepare a template guidance document on various contractual arrangements for setting up public EV charging infrastructure.
- The PMU shall propose new ideas to develop the e-Mobility program of BEE and take it forward.
- Evaluate and recommend the use of energy-efficient technologies and real-time monitoring of energy usage at charging stations.
- The PMU will support BEE to coordinate with Charge point operators to seek all information required by BEE/Ministries.
- The PMU will be supporting development of Standards and Labelling Program related to E-Mobility. (EVSE is in voluntary Phase, Traction Battery program needs to be revived, new program for Electric Vehicles)
- Techno commercial study on Induction Charging, DC Pantograph & Vehicle to Grid and if feasible may explore the option of pilot projects.
- Support in engaging R&D Institutes, academia and other research driven organization in an Innovation challenge for a better understanding of new technologies.

**2. Road Transport sector**

- The PMU will support BEE to coordinate with all vehicle manufacturing industries to seek all information required by BEE/Ministries.
- Derivation of Petrol Equivalent factor for alternate fuels like ethanol, hydrogen etc.
- The PMU will capture learnings from regulatory developments in other countries regarding vehicle efficiency, regulations/norms related to all type of road transport

vehicles – 2W, 3W, 4W, Buses, trucks, tractors etc. and develop programs similar to CAFE for 2W and tractors.

- Analysing road congestion patterns and recommending intelligent traffic management systems (ITS) to reduce delays and improve throughput.
- Monitor and advise on compliance with Corporate Average Fuel Economy (CAFE) standards and regulations to reduce fuel consumption and greenhouse gas emissions from road vehicles.
- Support in developing strategies for adopting electric vehicles (EVs), hybrid vehicles, or alternative fuels to reduce emissions and operating costs.
- Assist in the design and implementation of a Carbon Credit Trading Scheme (CCTS) for the road transport sector, ensuring that energy-efficient practices are incentivized and emissions are reduced.
- Support the collection and analysis of fuel consumption and emissions data from road transport fleets to assess energy efficiency improvements.
- Advise on government policy measures, including fuel economy standards, green incentives, and carbon pricing, aimed at improving energy efficiency in the road transport sector.
- Support and assist in Development & Enforcement of Fuel Economy Standard for Light, Medium & Heavy Commercial Vehicles (LCVs and MCVs) for next phase.
- Advice and assist in developing Star Rating Program for vehicles.
- Development of Fuel Consumption standards for the vehicles of bigger Fleet owners like State Road Transport Corporations.

### **3. Railways sector**

- Activities related to implementation of Performance Achieve Trade PAT in railway sector including target setting, reporting and M&V.
- Analyse and propose measures to optimize energy use in rail operations, including reducing energy consumption in trains, signalling systems, and station facilities etc.
- Support to expand and upgrade rail electrification, ensuring that energy-efficient and sustainable energy sources, such as renewable energy, are integrated into railway networks.
- Advising on green initiatives like hydrogen-powered trains or transitioning to renewable energy sources to lower the carbon footprint of rail operations.
- Advise on transitioning rail fleets to energy-efficient and low-emission technologies, and manage the lifecycle costs of energy-efficient rolling stock.
- Recommend and oversee the implementation of energy-efficient infrastructure solutions, such as regenerative braking systems, energy-efficient lighting, and smart control systems at stations and depots.
- Implement real-time monitoring and data analytics to track energy consumption across the railway network, identifying areas for improvement and ensuring continuous efficiency gains.

#### 4. Ports & Ships sector

- Guide the transition of shipping fleets to more energy-efficient and low-carbon options, including the use of LNG-powered vessels, wind-assisted propulsion, and the adoption of renewable energy technologies on ships.
- Analysing and improving supply chain networks to reduce delays, minimize idle time, and enhance throughput at ports through better coordination and digitized tracking.
- Advising on the transition to greener technologies to reduce emissions from ships docked at ports.
- Recommend improvements to logistics networks that reduce energy use and improve efficiency.
- Support, develop and implement measures to reduce carbon emissions from ships and port operations, in line with international maritime regulations and energy efficiency standards.
- Assistance in implementation of Internet of Things (IoT) technologies, big data analytics, and automated systems to create "smart ports" that reduce operational costs and increase operational efficiency.

#### 5. Aviation sector

- Advise on best practices and technologies to enhance fuel efficiency in aviation, including aerodynamics, engine technologies, and operational procedures.
- Facilitate the integration and adoption of Sustainable Aviation Fuels (SAFs) as part of a broader strategy to reduce aviation's carbon footprint.
- Advise designing and recommending upgrades for airport facilities, such as advanced baggage handling systems, automation in check-in procedures, and improving terminal layout for faster turnaround times.
- Provide expertise on transitioning airline fleets to more fuel-efficient and environmentally friendly aircraft, focusing on next-generation aircraft designs and energy-efficient engines.
- Assist implementing measures to achieve carbon neutrality goals, such as introducing electric ground vehicles, and supporting the integration of hybrid or electric aircraft.
- Guide the development and implementation of strategies to reduce carbon emissions from aviation, in alignment with international aviation regulations and energy efficiency targets.

#### 4. Team Composition and Eligibility Criteria for members:

The bidder has to provide a separate dedicated team for e-mobility and fuel efficiency as per the composition below:

S. No.	Role	No. of Person	Educational and Experience criteria
1.1	Technical Expert (E-mobility)	1	Minimum Educational Qualification: - MBA / MS / M.Tech/ PGDM, Master's degree in Transportation Engineering or related fields with BE / B.Tech in

S. No.	Role	No. of Person	Educational and Experience criteria
			<p>Electrical / Mechanical / Automation / Automobile / Electronics / Power Electronics / Chemical with minimum work experience of 8 years.</p> <p>Certified Energy Manager will be given preference.</p> <p>Out of which at least 5 years' experience should be in field of e-mobility including but not limited to: -</p> <ol style="list-style-type: none"> <li>1. At least two years prior experience of handling consultancy project on e-mobility with focus on EV charging and storage.</li> <li>2. Providing consultancy for erection and commission of Distribution sub-stations or EV Public Charging stations and related financial accounting.</li> <li>3. Providing Tariff policy consultancy.</li> <li>4. Techno-commercial evaluation of e-mobility proposals.</li> <li>5. Technical studies related to Grid Integration of EVs.</li> <li>6. Experience in formulation of EVSE/EV and battery storage, second use of Battery Regulations.</li> <li>7. Experience in preparation of state level action plans for e-mobility with focus on charging infrastructure planning and scenario building.</li> <li>8. Experience in delivering National/International pilot case studies related to e-mobility.</li> <li>9. Experience in providing consultancy in implementation of at least two (2) projects related to deployment of public EV charging Infrastructure/Regulatory policies to states.</li> <li>10. Proven experience in formulating life cycle and total cost of ownership models for EVs.</li> <li>11. Managing Bilateral projects specific to e-mobility deployment in India with Government Agency.</li> <li>12. Experience in organizing National and International capacity Building programs for Government of India</li> </ol>
1.2	Technical Expert (Road Transport)	1	<p>Minimum Educational Qualification: - MBA / MS / M.Tech/ PGDM, Master's degree in Transportation Engineering, Environmental Engineering, Energy Management, or related fields with BE / B.Tech in Electrical / Mechanical / Automation / Automobile / Electronics / Power Electronics / Chemical with minimum work experience of 8 years.</p>

S. No.	Role	No. of Person	Educational and Experience criteria
			<p>Certified Energy Manager will be given preference.</p> <p>Additional certifications in energy efficiency or green transport technologies preferred.</p> <p>Out of which at least 5 years of experience should be in field of in energy efficiency within road transport, focusing on CAFE norms, CCTS, fuel economy standards, and green transport solutions including but not limited to: -</p> <ol style="list-style-type: none"> <li>1. In-depth knowledge and hands-on experience in implementing CAFE standards and advising on compliance strategies for vehicle fleets and manufacturers.</li> <li>2. Expertise in designing and implementing CCTS for road transport, including monitoring and optimizing fleet emissions and energy use.</li> <li>3. Experience in optimizing fleet operations to maximize energy efficiency, reduce fuel consumption, and minimize operating costs while ensuring regulatory compliance.</li> <li>4. Strong skills in energy performance analysis, data collection, and generating detailed reports on fuel consumption, emissions reduction, and efficiency improvements.</li> <li>5. Familiarity with national and international energy efficiency regulations, including CAFE standards, emissions regulations, and climate agreements.</li> <li>6. Proven ability to manage energy efficiency projects in road transport, including stakeholder coordination, budget management, and progress reporting.</li> <li>7. Experience in working with government agencies, private sector, and transport operators, along with the ability to lead workshops and trainings on energy-efficient transport practices.</li> </ol>
1.3	Technical Expert (Railways)	1	<p>Minimum Educational Qualifications: Master's degree in Transportation Engineering, Environmental Engineering, Energy Management or related field with BE / B.Tech in Electrical / Mechanical and Automation / Automobile / Electronics / Power Electronics with minimum work experience of 8 years.</p> <p>Additional certifications in railway operations or sustainable transport will be given preference.</p>

S. No.	Role	No. of Person	Educational and Experience criteria
			<p>Out of which at least 5 years of experience should be in railway operations and energy efficiency in rail sector, with a strong focus on electrification of railways, fuel efficiency and sustainable rail technologies including but not limited to: -</p> <ol style="list-style-type: none"> <li>1. Proven experience in optimizing energy consumption across rail operations, including train operations, station management, and signaling systems to improve overall energy performance.</li> <li>2. Expertise in railway electrification projects, integrating renewable energy sources, and transitioning to cleaner technologies like electric and hydrogen-powered trains.</li> <li>3. Experience in energy-efficient fleet management, including selecting and upgrading rolling stock, and optimizing rail infrastructure for energy savings (e.g., regenerative braking, efficient station design).</li> <li>4. Strong analytical skills in monitoring and analyzing energy consumption data for rail operations, and making data-driven recommendations to improve energy efficiency and reduce emissions.</li> <li>5. Familiarity with national and international energy efficiency standards and railway regulations, such as ISO 50001 for energy management and EU/UN transport policies for decarbonization.</li> <li>6. Proven ability to manage and deliver energy efficiency projects in the railway sector, including budgeting, scheduling, stakeholder coordination, and regulatory compliance.</li> <li>7. Demonstrated experience in implementing carbon reduction strategies within rail operations, including emission reduction targets and compliance with green transport initiatives.</li> <li>8. Experience in working with rail operators, government agencies, and industry stakeholders to implement energy efficiency measures, along with training and capacity-building activities to promote energy-efficient practices.</li> </ol>
1.4	Technical Expert (Shipping & Ports)	1	<p>Minimum Educational Qualifications: Master's degree in Maritime Engineering, Environmental Engineering, Energy Management, Logistics, or related fields with BE / B.Tech in Maritime Engineering or relevant fields and with minimum work experience of 5 years</p> <p>Certifications in sustainable shipping or port</p>

S. No.	Role	No. of Person	Educational and Experience criteria
			<p>operations are advantageous.</p> <p>Out of which at least 3 years of experience should be in the shipping and ports sector, with a focus on energy efficiency and sustainable maritime operations including but not limited to: -</p> <ol style="list-style-type: none"> <li>1. Proven experience in reducing fuel consumption and emissions in shipping operations, including the implementation of green technologies.</li> <li>2. Expertise in improving energy efficiency within ports, including the adoption of automated cargo handling, shore power systems, energy-efficient cranes, and reducing the energy footprint of port facilities.</li> <li>3. Hands-on experience in integrating energy-efficient maritime technologies such as hybrid propulsion, battery-electric vessels, and alternative fuels (e.g., biofuels, LNG, ammonia).</li> <li>4. Experience in optimizing logistics and supply chain operations in ports to reduce energy use, enhance throughput, and minimize delays, using digital tools and multimodal transport solutions.</li> <li>5. Proficient in analyzing energy consumption data in shipping and port operations to identify inefficiencies, propose corrective actions, and track improvements over time.</li> <li>6. In-depth understanding of international maritime regulations (e.g., IMO MARPOL, EU Emissions Trading Scheme) and national port energy efficiency standards related to emissions reduction, sustainability, and energy consumption.</li> <li>7. Proven ability to manage large-scale energy efficiency projects in shipping and ports, including energy audits, feasibility studies, cost-benefit analysis, and stakeholder coordination.</li> <li>8. Experience working with port authorities, shipping companies, government agencies, and international bodies to implement energy efficiency measures, alongside delivering training programs to foster sustainable practices across the maritime sector.</li> </ol>
1.5	Technical Expert (Aviation)	1	<p>Minimum Educational Qualifications: Master's degree in Aerospace Engineering, Environmental Engineering, Sustainable Aviation, or related fields with BE / B.Tech in Aerospace Engineering or relevant fields and with minimum experience of 5</p>

S. No.	Role	No. of Person	Educational and Experience criteria
			<p>years.</p> <p>Additional certifications in aviation operations or energy-efficient aviation technologies are desirable.</p> <p>Professional Experience: Minimum 3 years of experience in the aviation sector, with a focus on energy efficiency, carbon reduction strategies, and the adoption of sustainable aviation technologies.</p> <ol style="list-style-type: none"> <li>1. Proven expertise in improving fuel efficiency of aircraft operations, including the implementation of flight optimization techniques, aerodynamic improvements, and engine technologies to reduce fuel consumption.</li> <li>2. Experience in promoting and implementing Sustainable Aviation Fuels (SAFs), including knowledge of feedstocks, blending requirements, and supply chain integration for SAFs in commercial aviation.</li> <li>3. Knowledge and experience in optimizing air traffic control (ATC) systems to reduce fuel consumption, minimize delays, and improve operational efficiency through advanced routing and airspace management technologies.</li> <li>4. Expertise in modernizing aircraft fleets to include more fuel-efficient, low-emission aircraft, such as those utilizing next-generation engines, hybrid propulsion systems, or electric aircraft technologies.</li> <li>5. Experience in optimizing energy use at airports, including the implementation of energy-efficient terminal buildings, renewable energy sources, electric ground support equipment, and sustainable airport infrastructure.</li> <li>6. Hands-on experience in developing and implementing carbon emission reduction strategies for aviation, including meeting international aviation emission standards (e.g., ICAO CORSIA) and national policies on climate change and sustainability.</li> <li>7. Proficient in the use of data analytics for monitoring and improving energy consumption across aviation operations, from flight performance to ground operations, using real-time data to inform decision-making.</li> <li>8. Proven ability to collaborate with aviation regulators, airlines, airport operators, and</li> </ol>



S. No.	Role	No. of Person	Educational and Experience criteria
			government agencies to develop and implement energy efficiency policies and deliver training programs on sustainable aviation practices.

- **CV of the technical expert is to be provided in the format as Form 4** (separate for each) signed and accepted by the person (scanned signature will not be considered).
- **If any of the technical expert is found involved in other projects of BEE or otherwise, the same will be treated as breach of contract terms and suitable action will be taken.**
- If any of the technical expert 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.
- Entire PMU staff shall be required to sit in BEE for the tenure of engagement on a regular basis. BEE shall provide office space for the PMU.

## 5. Timeline

Engagement of PMU would initially be for a period of **two year** which may be extended for subsequent period of one more year (on yearly basis) upon satisfactory performance of PMU team. The extension is purely at the discretion of Bureau of Energy Efficiency.

## 6. Selection Process

### 6.1. Pre-Qualification Criteria

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

- 6.1.1. No JV/Consortium is permitted.
- 6.1.2. Should be a firm/company registered/incorporated in India.
- 6.1.3. Should have experience in energy efficiency/policy formulation/PMU/other for road transport, railways, shipping & ports, aviation, and E-mobility.
- 6.1.4. Agency should have a PMU experience with any Central government agency on clean/sustainable transportation/electric mobility/EV charging in the past 3 years.
- 6.1.5. Should have a minimum annual turnover of **INR 12.00 Crores** in the last three (3) years i.e., FY 2021-22, 2022-23 & 2023-24.
- 6.1.6. Should have been profitable for at least one (1) of the last two (2) years i.e., FY 2022-23 and FY 2023-24.
- 6.1.7. Agency should not be black-listed by any Central / State Government / Public Sector Undertaking in India.
- 6.1.8. Agency should not be involved in any major litigation that may have an impact affecting or compromising the delivery of services as required under this contract.

## 6.2. Preliminary Scrutiny

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

Proposals not conforming to these requirements will be rejected.

## 6.3. Evaluation of Proposals

### 6.3.1 Technical Evaluation

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

S. No	Category	Max. Marks	Criteria
(i)	Turnover	10	Turnover $\geq$ Rs 12 crore & less than Rs 100 crore: 3 marks Turnover $\geq$ Rs 100 crores & less than Rs 500 crores: 5 Marks Turnover $\geq$ Rs 500 crores: 10 marks
<b>PMU Team</b>			
(ii)	Technical Expert (E-mobility) (No. of Projects)	7	No. of projects related to experience mentioned as per section 4, Team Composition and Eligibility Criteria for members : between 1-3: 3 marks between 4-6: 5 marks more than 6: 7 marks
(iii)	Technical Expert (Road Transport) (No. of Projects)	7	No. of projects related to experience mentioned as per section 4, Team Composition and Eligibility Criteria for members : between 1-3: 3 marks between 4-6: 5 marks more than 6: 7 marks
(iv)	Technical Expert (Railways) (No. of Projects)	7	No. of projects related to experience mentioned as per section 4, Team Composition and Eligibility Criteria for members : between 1-3: 3 marks between 4-6: 5 marks more than 6: 7 marks

S. No	Category	Max. Marks	Criteria
(v)	Technical Expert (Shipping & Ports) (No. of Projects)	7	No. of projects related to experience mentioned as per section 4, Team Composition and Eligibility Criteria for members : between 1-3: 3 marks between 4-6: 5 marks more than 6: 7 marks
(vi)	Technical Expert (Aviation) (No. of Projects)	7	No. of projects related to experience mentioned as per section 4, Team Composition and Eligibility Criteria for members : between 1-3: 3 marks between 4-6: 5 marks more than 6: 7 marks
<b>Agency/ Firm Experience</b>			
(vii)	Number projects similar to as mentioned in Team Composition and Eligibility Criteria for team members.	25	Each Project will have 2.5 marks subject to maximum of 25 marks (should have at least 2 projects in each sector)
<b>Approach &amp; Methodology</b>			
(viii)	Self-contained proposal on approach & methodology proposed to be followed as per the Scope of Work defined in this RfP	30	Average of marks from all the reviewers in the tender Committee based on the presentation from bidders, to be presented by the entire PMU team proposed under this RfP. (Subjective assessment)
<b>MAXIMUM TECHNICAL SCORE</b>			<b>100</b>

For Agency/Firm Experience, international experience may be considered if the experts who worked the on the related international project(s) is/are made available to Bureau of Energy Efficiency as and when required without any additional financial implication. An undertaking regarding the same is to be furnished at the time of bid submission

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

### 6.3.2 Financial evaluation criteria

Financial bids of the agencies meeting the requirements of technical scores stated above, shall be opened and agency with the Least Cost Bid (L1) will get selected and made an offer to set up PMU at BEE.

## 6.4. Award of Contract

After completing negotiations BEE shall issue a Work Order to the selected Bidder. The Bidder will sign the contract after fulfilling all the formalities / preconditions within 15 days of issuance of the letter of intent. The Bidder is expected to commence the Assignment / job on the date within 7 days after signing of the contract.

6.4.1. In case of non- acceptance of BEE's work order by L1, Second Lowest quote with reference to L1 bidder will be given opportunity to match the financial quote of L1 bidder and if agreed, will be selected as bidder L2.

6.4.2. The similar would be followed till L3 if not accepted by L2.

6.4.3. In case of non-acceptance by L1, L2 & L3, the tender would be cancelled.

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

## 7. Other Conditions

### 7.1 Procedure for Submission of Proposal

The Consultant should submit following documents:

- a. The Bidder must submit soft copy of the technical proposal documents (**in searchable pdf format**) duly signed by the authorized signatory of the Bidder.
- b. The Bidder shall quote lumpsum retainership fees in the Financial Proposal (on GeM portal) for providing PMU Services. The Consultant is required to quote lump sum total for all resources collectively on the GeM portal.
- c. Bid processing fees and EMD should be submitted online (**bank details mentioned below**) and scanned copy of the receipt should be uploaded along with the bid document.

### 7.2 Cost of RfP

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

### 7.3 Bid Processing Fee

All bids must be accompanied by a bid processing fee of ₹5,000 (Five Thousand Rupees only) which must be deposited via online banking. The account details are as follows:-

Name of the beneficiary	Bureau of Energy Efficiency
Bank Account No.	89830100010654
Name of the Bank	Bank of Baroda
IFSC Code	BARB0VJBCPL

**As a proof of submission, the bidder will mandatorily attach the receipt along with their bid submission.**

**Note:** MSME shall be exempted from submission of Bid Processing Fees as per

GoI rules, provided a MSME registration certificate from Ministry of MSME is submitted. However, decision of the tender committee will be final in this regard.

#### 7.4 Earnest Money Deposit

An Earnest Money Deposit (EMD) of ₹6,00,000 (Rupees Six Lakhs only) is to be deposited by the bidders through online banking. The account details are as follows:-

Name of the beneficiary	Bureau of Energy Efficiency
Bank Account No.	89830100010654
Name of the Bank	Bank of Baroda
IFSC Code	BARB0VJBCPL

**As a proof of submission, the bidder will mandatorily attach the receipt along with their bid submission.**

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

7.4.1 EMD will not carry any interest.

7.4.2 EMD will be forfeited if:

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

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

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

**7.4.5 Bids received without EMD & Bid Processing Fee are liable for rejection.**

#### 7.5 Performance Security

The successful bidder would be required to deposit an amount equivalent to 5% of the value of the contract. This should be furnished online. The account details are as follows

Name of the beneficiary	Bureau of Energy Efficiency
Bank Account No.	89830100010654
Name of the Bank	Bank of Baroda
IFSC Code	BARB0VJBCPL

The Performance Security amount furnished will be returned without interest within 60 days of completion of all obligation under the contract. The Performance Security will be returned after adjusting for penalties on account of deficiencies, if any, in the performance of the contract.

## **7.6 Integrity Pact**

All the participating bidders are compulsorily required to enter into Pre-bid/ Pre contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (Copy of the Integrity Pact is enclosed as per Section-9.10). The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the parties. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

## **7.7 Liquidated Damages**

If the manpower provided by the hired agency for BEE's PMU, stationed at BEE or any other location designated by BEE for the purpose of this contract is found unavailable for more than 2 weeks in continuation in any quarter during the effective contract period. The agency hired shall attract Liquidated Damages at the rate Rs. 5,000 per day till availability confirmation of manpower.

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

## **7.8 Contents of the RfP**

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

## **7.9 Conflict of Interest**

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

## **7.10 Language of Bids**

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

## **7.11 Confidentiality**

BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Consultant who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Consultant would be allowed to use the data or share the information with anyone else, except for the BEE, provided prior written permission of BEE has been sought. BEE shall hold the copyrights over any of the data collected or compiled during the course of the awards. The consultant is prohibited from using social media handles or outreach platforms for the assignment without written permission from BEE, and cannot use its company logo on reports or materials without approval.

### **7.12 Disclaimer**

BEE and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of BEE and/or any of its officers, employees.

### **7.13 Authorized Signatory (Consultant)**

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

### **7.14 Amendment of RfP**

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

### **7.15 Documents Comprising the RfP**

The proposal prepared by the Consultant shall comprise the following components:

- i. Form 1: Letter Pro-forma
- ii. Form 2: Minimum Eligibility
- iii. Form 3: Team Composition
- iv. Form 4: CV of PMU team members
- v. Form 5: List of Projects implemented by the bidder organization
- vi. Form 6: Prior Experience
- vii. Form 7: Comments and Suggestions
- viii. Form 8: Approach and Methodology
- ix. Form 9: Declaration Letter
- x. Form 10: Format for Integrity Pact
- xi. Bid processing fee of ₹5,000 (Rupees Five Thousand only)
- xii. Earnest Money Deposit (EMD) of ₹6,00,000 (Rupees Six Lakhs only)

### **7.16 Power of Attorney**

Registered Power of Attorney executed by the Consultant in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an



authorized signatory for the purpose of this RfP.

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

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

#### **7.17 Force Majeure**

In the event of either BEE or the selected bidder being rendered unable to perform any obligation under the contract on account of Force Majeure, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause exists. The term "Force Majeure" shall mean acts of God, war, civil riots, fire, flood, etc. directly affecting the performance of the contract. Upon the occurrence of such cause, and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing the beginning of the cause amounting to Force Majeure, as also the ending of the said cause, by giving notice to the other party within 72 hours of the ending of the cause. The time for delivery of the obligations suspended under Force Majeure shall then stand extended by the period for which such cause exists. If deliverables under the contract are suspended by Force Majeure conditions, lasting for more than two months, BEE shall have the option of cancelling the contract in whole or part at its sole discretion without any liability on its part.

#### **7.18 Contract Agreement**

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

#### **7.19 Termination of Contract**

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

### **8. Terms of Payment**

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

**PMU have to quote lumpsum total retainership fees in the Financial Proposal (on GeM portal) for providing PMU Services. The Consultant is required to quote lump sum total for all resources collectively.**



**However, the payment against the lumpsum total retainership fees quoted by the agency in the GeM portal shall be done in eight parts (for two years), i.e. quarterly after duly acceptance of quarterly invoice and quarterly report.**

The invoice will be deemed acceptable only after acceptance of quarterly reports.

Completion of Contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment on quarterly basis. Travelling and Lodging & Boarding expenses shall be reimbursed for the consultants outside duty station, as mentioned below by the agency separately on quarterly basis.

- a). **Travel as per actual**-May travel by rail in AC 2-tier, or by any cheapest airline in economy class. Local conveyance i.e., from airport/railway station/ place of stay to BEE office & back will also be reimbursed subjected to such ceiling.
- b). **Lodging & Boarding**- Re-imburement of single room rent on actual basis, subject to a maximum of Rs.3000/-per day (all-inclusive namely, rent, boarding, taxes etc.)

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

## **9. Forms to be submitted**

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

## 9.1 Form 1: Letter Pro-forma

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

### **Sub: Hiring of Retainer Consultant/ Agency to Setup Project Management Unit for EV Charging Infrastructure & Efficiency in Transport sector India**

Sir/ Madam,

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

Our correspondence details are:

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

We have enclosed the following:

- Form 1: Letter Pro-forma
- Form 2: Minimum Eligibility
- Form 3: Team Composition
- Form 4: CV of PMU team members
- Form 5: List of Projects implemented by the bidder organization
- Form 6: Prior Experience
- Form 7: Comments and Suggestions
- Form 8: Approach and Methodology
- Form 9: Declaration Letter
- Bid processing fee of ₹5,000 (Five Thousand Rupees only)

- Earnest Money Deposit (EMD) of ₹6,00,000 (Six Lakhs Rupees only)
- Notarized Power of Attorney executed by the Consultant in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP.

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

Thanking you,  
Yours faithfully

(Signature of the Consultant)

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

Witness		Consultant	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

## 9.2 Form 2: Minimum Eligibility

1	Name of Firm/ Company			
2	Year of Registration/ Incorporation			
3	Year of Registration/ Incorporation in India*			
4	Number of Employees in India as on March 31, 2024			
		<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>
5	Annual Turnover from Consultancy Services**			
6	Annual Profits **			

\* Enclose a copy of Registration document

\*\*Enclose a copy of Audited Financial Statement

Witness:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

### 9.3 Form 3: Team Composition (PMU)

S. No	Name of Person	Role (Sector Specific Expert) <sup>1</sup>	Year of relevant experience <sup>2</sup>	List of projects (as mentioned in clause 4 of bid document against each member of the PMU) <sup>3</sup>  As applicable	List of other relevant projects <sup>4</sup>	Signature of the person <sup>5</sup> (Digital/Physical)
				1. 2. 3.	1. 2. 3.	
				1. 2. 3.	1. 2. 3.	

<sup>1</sup>Role of the person in this project

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

<sup>3</sup> List of projects related to clause 4, "Team Composition and Eligibility Criteria for members" (as the case may be) and same should be depicted in the attached CV of the person

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

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

#### 9.4 Form 4: CV of Team Members

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

##### FORMAT

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

Name of Degree	Year	Name of Institution

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

Language	Speak	Read	Read

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

Firm/Organization	From – To	Designation/Role in project

12. Projects undertaken

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


**13. Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_ [Signature of  
staff member or authorized representative of the staff]

Day/Month/Year

Full name, Signature and designation of authorized  
representative:

\_\_\_\_\_

### 9.5 Form 5: List of Projects implemented by the bidder Organization

Type of Projects	List of Projects
<b>Projects related to 4.1.in India</b>	1. 2. 3.
<b>International Experience of similar experience</b>	1. 2.
<b>Public transport monitoring, operation &amp; Infrastructure planning</b>	1. 2.
<b>Any Other relevant Project</b>	1. 2.

Details of all above mentioned these project shall be shown in Form 6 (Prior experience), otherwise those projects will not be considered for evaluation. BEE has complete right to ask for relevant documents such as work order/completion certificate/copies of paid invoices(of 80% of project cost) along with work order for these projects. Non availability of such document may lead to rejection of bid/contract at any stage of the project.



### 9.6 Form 6: Prior Experience

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

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

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

Witness:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

### 9.7 Form 7: Comments and Suggestions

[Suggest and justify here any modifications or improvement to the scope of work, tasks to be performed, timeline, deliverables, payment terms etc. to improve performance in carrying out the Assignment. The Consultant can suggest deleting some activity or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point.]

**(Maximum 2 Pages)**

Witness:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

### 9.8 Form 8: Approach and Methodology

[Explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach]

Witness:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

### 9.9 Form 9: Declaration Form

**Declaration Letter on official letter head stating the following:**

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

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

Witness:		Consultant:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

## 9.10 Format for Integrity Pact

### Integrity Pact

(Refer clause 7.6 of the RfP Document)

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

This Integrity Pact is made at \_\_\_ on this \_\_\_\_\_ day of 2025.

#### BETWEEN

BUREAU OF ENERGY EFFICIENCY (BEE),

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

AND

(name of the Bidder),

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

#### Preamble

WHEREAS, the Principal has floated the Tender {RFP No \_\_\_\_\_ dated \_\_\_\_\_} (hereinafter referred to as "Tender/ Bid") and intends to award, under laid down organizational procedure, contract for \_\_\_\_\_ {Name of the work} (hereinafter referred to as the "Contract").

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

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

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

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

#### **Article-1-Commitments of the Principal**

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- No employee of the Principal, personally or through family members, will in

connection with the Tender for \_\_\_\_\_{Name of the work}, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.

- The Principal will, during the Tender process, treat all Bidders with equity and reason.
- The Principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution.
- The Principal will exclude all known prejudiced persons from the process.
- If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

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

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

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

- The Bidder/ Contractor/ Consultant/ Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- The Bidder/ Contractor/ Consultant/ Vendor will not bring any outside influence through any Govt. bodies/ quarters directly or indirectly on the bidding process in furtherance of its bid.

### **Article 3 Disqualification from tender process and exclusion from future contracts**

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

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

- If the Principal has disqualified the Bidder from the tender process prior to the award

according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.

- If the work has been awarded then in addition to (1) above, the Principal shall be entitled to cancel the letter of acceptance/ notice of award issued to the Bidder.
- If the contract/ agreement has been signed, then the Principal shall be entitled to take recourse to the relevant provisions of the contract, related to Termination of Contract, due to Contractor's/ Consultant's/ Vendor's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Consultant/ Vendor and/ or demand and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination.

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

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

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

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

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

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

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

- The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review



independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.

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

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

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

contract with the successful bidder.

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

**Article 10 Other Provisions**

- This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing only.
- If the Bidder/ Contractor/ Consultant/ Vendor is in a partnership/ joint venture or a Consortium, this Pact must be signed by all partners or members.
- 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.
- Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.
- In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in Integrity Pact shall prevail.
- Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Consultant/ Vendor who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

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

(For & on behalf of the Principal)                      (For & on behalf of Bidder/Contractor) (Office Seal)                      (Office Seal)  
Place\_Date

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