



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6046768
Dated/दिनांक : 11-03-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-04-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-04-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (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
क्रैता ईमेल/Buyer Email	m.anand@beeindia.gov.in
Item Category/मद केटेगरी	Hiring of Consultant for Energy Efficiency Services - Consulting Firm; Hiring of Agency to provide technical assistance in implementation of Building Energy Efficiency activities ECSBCECBCENS and Buildings Rating programmes of BEE in Cell 09 Jharkhan.. , Hiring of Consultant for Energy Efficiency Services - Consulting Firm; Hiring of Agency to provide technical assistance in implementation of Building Energy Efficiency activities ECSBCECBCENS and Buildings Rating programmes of BEE in Cell 16 Punjab; ..
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)	100 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,OEM Annual Turnover,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
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	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	24000000
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	100000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	100000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

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

Beneficiary/लाभार्थी :

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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.
4. 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.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated

cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1741694571.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
20-03-2025 11:00:00	Through VC, Meeting Link is as follows: <a \"394d572d-0ef0-4509-b6f5-4e01ab159695\"}"="" \"79304f37-e0bb-4919-ac85-bff78fa2faff\",="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:meeting_OWRkODNkN2QtMmJlZC00YWExLWI2ZTYtYzYxOWEzMTEwY2E3@thread.v2/0?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:meeting_OWRkODNkN2QtMmJlZC00YWExLWI2ZTYtYzYxOWEzMTEwY2E3@thread.v2/0?context={\"Tid\": \"79304f37-e0bb-4919-ac85-bff78fa2faff\", \"Oid\": \"394d572d-0ef0-4509-b6f5-4e01ab159695\"}

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	12000000	Hiring Of Consultant For Energy Efficiency Services - Consulting Firm; Hiring Of Agency To Provide Technical Assistance In Implementation Of Building Energy Efficiency Activities Ecsbcebcens And Buildings Rating Programmes Of Bee In Cell 09 Jharkhan..	Number of Resources Required : 1
Schedule 2	12000000	Hiring Of Consultant For Energy Efficiency Services - Consulting Firm; Hiring Of Agency To Provide Technical Assistance In Implementation Of Building Energy Efficiency Activities Ecsbcebcens And Buildings Rating Programmes Of Bee In Cell 16 Punjab; ..	Number of Resources Required : 1

Hiring Of Consultant For Energy Efficiency Services - Consulting Firm; Hiring Of Agency To Provide Technical Assistance In Implementation Of Building Energy Efficiency Activities ECSBCECBCENS And Buildings Rating Programmes Of BEE In Cell 09 Jharkhan.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Consulting Partner	Consulting Firm
Consulting Category	Hiring of Agency to provide technical assistance in implementation of Building Energy Efficiency activities ECSBCECBCENS and Buildings Rating programmes of BEE in Cell 09 Jharkhand

Specification	Values
Qualification of the Consultant	As per RfP
Total Experience of the Consultant	As per RfP
Deployment of Consultant	Onsite
Certification of Consultant	As per RfP
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	<ul style="list-style-type: none"> Number of Months : 24

Hiring Of Consultant For Energy Efficiency Services - Consulting Firm; Hiring Of Agency To Provide Technical Assistance In Implementation Of Building Energy Efficiency Activities ECSBCECBCENS And Buildings Rating Programmes Of BEE In Cell 16 Punjab; .. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Consulting Partner	Consulting Firm
Consulting Category	Hiring of Agency to provide technical assistance in implementation of Building Energy Efficiency activities ECSBCECBCENS and Buildings Rating programmes of BEE in Cell 16 Punjab
Qualification of the Consultant	As per RfP
Total Experience of the Consultant	As per RfP

Specification	Values
Deployment of Consultant	Onsite
Certification of Consultant	As per RfP
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	<ul style="list-style-type: none"> Number of Months : 24

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

1. Generic

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

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---

Request for Proposal

For Hiring of agency to provide technical assistance in implementation of Building Energy Efficiency activities (ECSBC/ECBC/ENS) and Building Rating programmes of BEE in Punjab and Jharkhand

(Gem Bid No.: GEM/2025/B/6046768)



Last Date of Submission: 01st April 2025 by 3:00 PM

Bureau of Energy Efficiency
Ministry of Power, Government of India
4th Floor, Sewa Bhawan, R.K. Puram, Sector-1, New Delhi -110066

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Letter of Invitation

This Request for Proposal (RfP) document is for Hiring of Agency to provide technical assistance in implementation of "Building Energy Efficiency activities (ECSBC/ECBC/ENS) and Building Rating programmes of BEE in Punjab and Jharkhand.

The Agency will be engaged by BEE/SDA for a period of 24 months. The agencies participating in the RFP can bid for one or more Cell.

List and Description of Expected Outputs to be delivered as per BEE Scheme:

- Task 1: ECSBC - Commercial & Residential (ENS) implementation and enforcement in States/UTs
- Task 2: Demonstrate energy efficiency in buildings (Commercial & Residential).
- Task 3: Capacity Building and Outreach.
- Task 4: Star rating of buildings (Commercial/Residential) /Shunya labelling.

Interested bidders may download the RFP document from the GeM portal or BEE website www.beeindia.gov.in from 12/03/2025 to 01/04/2025 (till 03:00 PM), agencies are requested to submit their proposals on GEM Portal by 01st April 2025 before 03:00 PM (IST). Detailed information regarding the services required is given in the enclosed Terms of Reference.

The proposal can be submitted as a sole agency or in consortium with other agency/ organization. Conditions for consortium is mentioned in the relevant section of this document.

BEE reserves the right to alter any or all conditions, eligibility criteria and terms specified in this document. The terms and conditions governing the proposed assignment are not exhaustive and additional conditions, as may be mutually accepted, will be included in the Work Order / Contract Agreement. These conditions are also subject to modifications or deletions, if any considered absolutely necessary.

The bid must be accompanied with a refundable Earnest Money Deposit (EMD) of INR. 1,00,000/- (Rupees three Lakh Only) and a non-refundable bid processing fee of Rs. 5,000/- (Rupees Ten Thousand Only) separately in the form of Demand draft drawn in the favour of "Bureau of Energy efficiency, New Delhi, payable at New Delhi. The selection will be done on the basis of Least Cost Selection system (L1), and after selection of the suitable bidder, the amount of EMD shall be refunded to the unsuccessful bidders.

Last Date for Submission of Proposal: 01st April 2025, 03:00 PM

Interested bidders may contact to below mentioned email IDs for any clarification.

Tel :(+91)-11-26766768

Email: pankaj.sharma@beeindia.gov.in

Cc to: m.anand@beeindia.gov.in and psamal@beeindia.gov.in

RfP Key Information

RFP title	Hiring of Agency to provide technical assistance in implementation of “Building Energy Efficiency activities (ECSBC/ECBC/ENS) and Buildings Rating programmes of BEE in Punjab and Jharkhand
Availability of RFP	At GeM portal and BEE website from 11/03/2025
Last date for receipt of Proposal	01st April 2025, 03:00 PM
Date and Time of opening of Bids	01st April 2025, at 03:30 PM
Pre-bid meeting	20 th March at 11:00 AM
Venue for Pre-Bid meeting	Through VC, Meeting Link is as follows: https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWRRkODNkN2QtMmJlZC00YWExLWI2ZTYtYzYxOWEzMTEwY2E3%40thread.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22394d572d-0ef0-4509-b6f5-4e01ab159695%22%7d
Last date for receipt of Queries	19 th March 2025, Written inquiries via email only, Queries received after that shall not be entertained
Contact details for queries	Bureau of Energy Efficiency 4 th Floor, Sewa Bhavan, R.K. Puram, New Delhi -110066 Tel:(+91)-11-26766768, Email: pankaj.sharma@beeindia.gov.in Cc to: m.anand@beeindia.gov.in and psamal@beeindia.gov.in
Submission of Proposal to be addressed to	Secretary Bureau of Energy Efficiency, 4 th Floor, Sewa Bhawan, R.K. Puram, New Delhi -110066, India Tel:(+91)-11-26766700
Brief Description of the Required Services	<ul style="list-style-type: none"> ➤ Task 1: ECSBC - Commercial & Residential (ENS) implementation and enforcement in States/UTs ➤ Task 2: Demonstrate energy efficiency in buildings (Commercial & Residential). ➤ Task 3: Capacity Building and Outreach. ➤ Task 4: Star rating of buildings (Commercial/ Residential) /Shunya labelling.
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One lakh Only) through NEFT/RTGS or in the form of DD drawn in favour of Bureau of Energy Efficiency. (for each cell applied)
Bid Processing Fee	Rs.5,000/- (Rupees Five Thousand Only) must be submitted by all the agencies (prime bidder) including MSMEs, through NEFT/RTGS or in the form of DD drawn in favour of Bureau of Energy Efficiency.
Location of work	Assigned State(s)/ UTs
Frequency of Reporting	As mentioned

Expected duration of work	24 Months
Currency of Proposal	Indian Rupees (INR)
Implementation Schedule indicating breakdown and timing of activities/ sub-activities	To be submitted as per Annex-I of Form-B (i.e., Format for Financial Proposal)
Names and curriculum vitae of individuals who will be involved in completing the services	To be submitted as per Form-3
Tax on Price Proposal	GST as per prevailing rates at the time of submission
Validity Period of Proposals (Counting from the last day of submission of proposal)	120 days
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Preliminary Examination of Proposals	<ul style="list-style-type: none"> • Technical proposal is submitted separately from Financial proposal • Financial proposal must be submitted separately for each Cell • Latest Certificate of Registration of Business submitted • Agency should not be black-listed by any Central / State Government / Public Sector Undertaking in India • Minimum annual turnover in last three (3) years <ul style="list-style-type: none"> ▪ INR One Crore (INR 1Cr.) if submitting bid for up to 5 Cells • Profitable for at least two (2) of the last three (3) years
Criteria for Essential Eligibility/ Qualification	<p>The agency should have</p> <ul style="list-style-type: none"> • Minimum 5 years of relevant work experience in area of Energy Efficiency in buildings • Experience in building simulation software regarding energy efficiency and sustainability • Completed at least 5 tasks relating to energy efficiency in buildings sector in previous 3 years, [contract copies to be provided in support] <ul style="list-style-type: none"> o Prior experience of working with government (central government, state government, ULBs) on building energy efficiency or ECBC o Experience of organizing at least 10 capacity building training programmes, workshops or seminars for government institutions and/or building sector stakeholders <p>1. If bidders do not meet any of the above listed criteria, their proposals will not be considered for further evaluation.</p> <p>2. Bidders meeting above listed criteria are required to submit evidences (details / documents/ Completion Certificate) in support – otherwise proposal may be disqualified.</p>
Criteria for the Assessment of Proposal	<p>Technical Proposal</p> <ol style="list-style-type: none"> 1. Experience and profile of proposed team – 40% 2. Evaluation of proposed methodology – 30% 3. Experience of handling similar projects – 30%

	<ul style="list-style-type: none"> • Financial proposals would be opened only for those agencies obtaining a minimum of 75% of total technical marks. • The agency participating in the RfP can bid for one or both Cells. • Financial proposal must be submitted separately for each Cell.
BEE will award the contract to:	<ul style="list-style-type: none"> • The contract will be awarded to the evaluated L1 bidder for each Cell (Least Lump sum Cost). • Consortium, Joint venture may be allowed. • Subletting, Sub-contracting and Outsourcing will not be permitted.
Criteria for Contract Award	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Compliance on Technical evaluation criteria (more than 75% marks in technical evaluation) <input checked="" type="checkbox"/> Lowest financial proposal (Lump sum cost-L1) of the technically qualified bid shall be selected for award of work.
Other Information	<ul style="list-style-type: none"> • Proposals are invited from the institutions/ organizations only. • Proposal submitted by Individuals will not be accepted. • In last five years if state designated Agency (SDA) has shown any dissatisfaction for any agency/ organization/ institute than that agency's bid will not be considered.

Section-1: Background and Objective of this RfP

1.1 About BEE

Bureau of Energy Efficiency is a statutory body established under Ministry of Power the provisions of the Energy Conservation Act, 2001. Act, 1860, under the Ministry of Power.

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. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in all sectors.

The setting up of Bureau of Energy Efficiency (BEE) provides a legal framework for energy efficiency initiatives in the country. The Act empowers the Central Government and in some instances the State Governments to:

- (i) Notify energy intensive industries, other establishments, and commercial buildings as designated consumers.
- (ii) Establish and prescribe energy consumption norms and standards for designated consumers.
- (iii) Direct Designated Consumers to –
 - Designate or appoint certified energy manager in charge of activities for efficient use of energy and its conservation.
 - Get an energy audit conducted by an accredited energy auditor in the specified manner and intervals of time.
 - Furnish information with regard to energy consumed and action taken on the recommendation of the accredited energy auditor to the designated agency.
 - Comply with energy consumption norms and standards, and if not so, to prepare and implement schemes for efficient use of energy and its conservation.
- (iv) Prescribe energy conservation building codes for efficient use of energy and its conservation in commercial buildings
- (v) State Governments to amend the energy conservation building codes to suit regional and local climatic conditions
- (vi) Direct owners or occupiers of commercial buildings to comply with the provisions of energy conservation building codes
- (vii) Direct mandatory display of label on notified equipment and appliances.
- (viii) Specify energy consumption standards for notified equipment and appliance.
- (ix) Prohibit manufacture, sale, purchase and import of notified equipment and appliances not conforming to standards.

The Energy Conservation Act, 2001 defines the powers of the State Government to facilitate and enforce efficient use of energy and its conservation. The State Governments has designated State Designated Agencies in consultation with the Bureau of Energy Efficiency to coordinate, regulate and enforce the provisions of the Act in the State. Thus, the State Designated Agencies are the strategic partners for promotion of energy efficiency and its conservation in the country.

1.2 Energy Efficiency in Building Sector

Building sector represents about 33% of electricity consumption in India, with commercial sector and residential sector accounting for 8% and 25% respectively. In coming years, there is an enormous need for both new residential and commercial buildings pan India, especially in cities.

1.2.1 Energy Conservation codes for Buildings

BEE is assisting Government of India in implementing and operationalizing the Energy Conservation Building Code (ECBC) & Eco Niwas Samhita (ENS) through a comprehensive and integrated approach.

(i) ECSBC- For Commercial Building: Commercial building sector in India is expanding rapidly at over 9% per year spurred largely by the strong growth in the services sector. It has been estimated that more than 50% of building stock that will exist in the year 2030 is yet to come up in the country – a situation that is fundamentally different from developed countries. Having regard to the fact that the rate of growth in commercial building sector is amongst the highest, and that this sector needs to be moderated in its energy consumption BEE introduced the Energy Conservation Building Code (ECBC) as a voluntary policy measure in 2007 to reduce the adverse impact of buildings on the environment.

ECBC was developed as a first step towards promoting energy efficiency in the building sector. While taking into account different climate zones, the Code also addresses site orientation and specifies better design practices and technologies that can reduce energy consumption without sacrificing comfort and productivity of the occupants. The Code is applicable to buildings or building complexes that have a connected load of 100 kW or greater or a contract demand of 120 kVA or greater and are intended to be used for commercial purposes. The Scope can be made stringent at state level.

ECBC defines norms of energy performance for various building components, and takes into consideration, the climatic region. The application of these norms lowers the building's energy requirement without affecting the function, comfort, health or productivity of the occupants.

ECBC 2017 was launched by BEE on 19th June 2017. It has three levels of compliance: ECBC, ECBC+, and Super ECBC. These additions are geared to encourage public and private sectors to not only meet the basic ECBC criteria, but to exceed them as well.

(ii) ENS – ECBC for Residential Building: In 2012, residential buildings accounted for 20.4% of India's total electricity consumption and the electricity consumption in residential buildings is about 2.3 times more than that of commercial buildings. Projections shows that electricity consumption in residential buildings is expected to increase 7 fold during the period 2012-2032. The residential sector will become the largest consumer of electricity in the country with 36.5% share of the total electricity consumed in 2032. ENS has been launched which prescribes minimum standards for building envelope designs with the purpose of designing energy efficient residential buildings. The code provides design flexibility to innovate and vary important envelope components such as wall type, window size, type of glazing, and external shading to windows to meet the compliance.

Eco Niwas Samhita sets minimum building envelope performance standards to limit heat gains (for cooling dominated climates) and to limit heat loss (for heating dominated climates), as well as for ensuring adequate natural ventilation and daylighting potential. It is designed in a simple-to-apply format, requiring only simple calculations based on inputs from the architectural design drawings of buildings. This can be used by architects and engineers and will not require any simulation software.

(iii) Energy Conservation and Sustainable Building Code (ECSBC): Ministry of Power, Government of India, has amended the Energy Conservation Act 2001 & its provisions in December 2022. Wherein, Energy Conservation Building Code (ECBC) has been renamed as Energy Conservation and Sustainable Building Code (ECSBC) to include sustainable building features for both Commercial &

Residential building sectors. The Bureau of Energy Efficiency is currently in the process of developing Energy Conservation and Sustainable Building Codes (ECSBC) tailored for Commercial and Residential Buildings. The draft codes are available on BEE websites for reference.

1.2.2 Building Rating programmes of BEE

The challenge in terms of soaring energy consumption in the building sector is needed to be tackled with a multi-faceted approach. Making buildings energy efficient is a way of avoiding a long term futile electricity consumption liability in buildings. The Energy Efficiency Label for commercial and residential buildings helps the country in the same direction.

(i) Star Rating of Commercial Buildings: BEE introduced the Star Rating for existing buildings as a voluntary policy measure to reduce the adverse impact of buildings on the environment. It is based on the energy usage in the building over its area expressed in kWh/sqm/year. This program rates buildings on 1-5 scale, with 5 star labelled buildings being most efficient. Star rating for different types of building like: day use office buildings, BPOs, Hospitals and Shopping Malls has been developed.

(ii) Star Rating of Residential Buildings: The labelling programme takes forward EcoNiwas Samhita 2018 and motivates consumers to design more efficient construction. Energy labels help consumers to make efficient decisions through the provision of direct, reliable and costless information. The key objective of the programme is to make a transparent instrument over the energy performance of a home which will gradually lead to an effective model taken into consideration while deciding over the home prices in future.

The labelling programme covers all types of residential buildings in India. All the envisaged objectives can be achieved through the labeling mechanism by making it as mandatory information required in any real estate transaction/ leasing. The labelling programme is expected to save a large amount of energy through imparting energy efficiency to houses nationwide.

(iii) Shunya Labelling: To widen the scope of the Building Labelling Programme based on Energy Consumption, BEE introduced a Labeling programme for Net Zero Energy Buildings (NZEB) and Net Positive Energy Buildings (NPEB) in 2022. The programme is named as “Shunya” Labelling Programme.

This programme encourage the building owners and promoters to make energy efficient buildings and further making improvements to make it net zero or net positive energy buildings.

Two Labels have been proposed under this program, one is the Shunya Label for Net Zero Energy Buildings (NZEB) while another is Shunya Plus for Net Positive Energy Buildings (NPEB). Shunya Label will be awarded to buildings having $0 \leq \text{EPI} \leq 10 \text{ kWh/m}^2/\text{year}$, while Shunya+ label, will be awarded to buildings having $\text{EPI} < 0 \text{ kWh/m}^2/\text{year}$.

1.3 Objective of this RfP

The objective of the proposed assignment is to select agency that will support states in implementation ECSBC- Commercial & Residential in respective States/UTs. Towards this, the assignment aims to support establishment of Cells in State Designated Agencies (SDAs) or in department in State/UT, as finalized by SDA.

(i) The number of fulltime consultants, in addition to the team Leader/ Manager to be placed in respective Cell, are as follows:

Table- 1: Cell Nos. Corresponding State and required nos. of consultants

Sl. No.	Cell No.	State	Number of full-time consultants
1	Cell - 9	Jharkhand	3 (2 Engineers & 1 Architect)
2	Cell - 16	Punjab	3 (2 Engineers & 1 Architect)

- (ii) The agency participating in RfP, can bid for one or both cells, but turnover criteria shall be fulfilled and separate team must be provided for each cell applied for.
- (iii) Dedicated manpower has to be provided for the purpose of establishment of cells as mentioned above. Team Manager or any member must not be deputed on the other programmes of BEE (Like PAT Cell, SDA Manpower etc.) in the respective or other SDAs.
- (iv) The total nos. of cells allocated to any agency, through the previous bidding process (**GEM BID NO: GEM/2024/B/5460075**) and current bidding, should not exceed to five cells. So, if any agency is found to be L1 in both the cells, but already four cells are allocated to the agency in the previous bidding process, the agency shall be allocated only one cell, chosen by BEE.

Section-2: Qualification Criteria

2.1 Pre-qualification Criteria

- (i) The proposal can be submitted as a sole agency or in consortium with other agency/ organization. In case of consortium bidding, the consortium bidder shall self-declare the prime bidder among themselves. Suitable declaration shall be produced along with the technical bid document.
- (ii) The agency bidding for this RfP and/or consortium partner should be firm/company registered/incorporated in India (Copy of the certificate to be submitted).
- (iii) The agency should have a relevant team employee base of minimum 100 full-time employees in India, consisting of team of experts in the field of code implementation strategies, working with government bodies, awareness and capacity building programs, climate responsive building design, building performance analysis (daylight analysis, energy modelling, CFD simulation, etc.), and green building certification. The agency must have experience of the energy efficiency code and its implementation and should have supported in several international and national programs on Energy Efficiency in building, training and awareness, impact assessment, and implementation
- (iv) The agency should have a Minimum annual turnover of 1 Crore in the last three (3) years i.e. FY 2021-22, 2022-23 and 2023-24.
- (v) The agency should have been profitable for at least two (2) of the last three (3) years i.e. FY 2021-22, 2022-23 and 2023-24.
- (vi) The Agency should not be:
 - a. Black-listed by any Central / State Government / Public Sector Undertaking in India.
 - b. Involved in any major litigation that may have an impact affecting or compromising the delivery of services as required under this contract.

Note: If bidders do not meet any of the above listed criteria, their proposals will not be considered for further evaluation. Bidders meeting above listed criteria are required to submit evidences (details / documents) in support – otherwise proposal may be disqualified.

2.2 Technical Qualification criteria

- (i) The agency shall have experience in Energy Efficiency in Buildings and/or Green Buildings and have completed at least 5 tasks relating to energy efficiency in buildings sector in previous 5 years.
- (ii) The agency shall have prior experience of working with government (central government, state government, ULBs) on building energy efficiency or ECBC.
- (iii) Experience of organizing at least 10 capacity building training programmes, workshops or seminars for government institutions and/or building sector stakeholders.
- (iv) Refer to the above points, only those projects shall be considered for technical evaluation which are already completed or proposed to be completed before the last date of submission of the bid. At the time of evaluation, bidder may be asked to submit the proof of completion of such projects.
- (v) For the ongoing projects, where extension is provided based on the performance of the agency, such projects may be considered for technical evaluation, subject to submission of extension letter issued by the employer.

2.3 Qualifying criteria for project team

Table- 2: Educational and Experience Criteria for team manager and members

Sl. No.	Role on the Project	Essential criteria	Desirable Criteria	Years of Experience
1.	Team Leader	<p>(i) Bachelor's degree (Regular, Full time) in Architect/ Engineering from a recognized University or Institute</p> <p>(ii) Master's degree (M. E./ M. Tech/ MBA/ M. Arch/ M. Urban/ Planning) or similar area from a recognized University or Institute</p> <p>(iii) Experience of state level policy implementation in India.</p>	<p>(i) Must demonstrate the leadership and management of state policy implementation, Government officials and team.</p> <p>(ii) Shall preferably have international experience in buildings</p> <p>(iii) Minimum 10 projects in building science, design and construction or thermal engineering or green buildings.</p>	<p>Minimum 15 Yrs.</p> <p>Out of which Minimum 8 Years of relevant experience</p>
2.	Engineer-Consultant	<p>(i) Bachelor's degree (Regular, Full time) in Electrical/ Mechanical/ Civil Engineering from a recognized University or Institute.</p> <p>(ii) Project related experience commensurate with the assignment roles and responsibilities expected to be handled by the candidate specifically in the areas of Building Energy Efficiency Policies.</p>	<p>(i) Master's degree in Engineering/ Energy/ Management/ Building Science or other related field from a recognized University or Institute or equivalent. (Number of years for acquiring post-graduation (full time enrolment only) or one year whichever is less will be compensated for the requisite professional experience.)</p> <p>(ii) ECBC Master Trainer / GRIHA CP, Evaluator & Trainer / LEED AP / IGBC AP / CMVP professional certifications are desirable.</p>	<p>Minimum 6 Yrs.</p> <p>(Excluding Internship)</p>
8.	Architect-Consultant	<p>(i) Bachelor's degree (Regular, Full time) in architecture/planning from a recognized University or Institute.</p> <p>(ii) Project related experience commensurate with the assignment roles and responsibilities expected to be handled by the candidate specifically in the areas of Building Energy Efficiency Policies.</p>	<p>(i) Master's degree in Engineering/ Energy/ Management/ Building Science or other related field from a recognized University or Institute or equivalent. (Number of years for acquiring post-graduation (full time enrolment only) or one year whichever is less will be compensated for the requisite professional experience.)</p> <p>(ii) ECBC Master Trainer / GRIHA CP, Evaluator & Trainer / LEED AP / IGBC AP / CMVP professional certifications are desirable.</p>	<p>Minimum 6 Yrs.</p> <p>(Excluding Internship)</p>

Note: No compromise should be made in Qualification, Experience & Competencies, as it is necessary to depute experienced & qualified consultants in State/UT.

Section-3: Scope of Work, Timelines and Deliverables

The selected agency shall depute dedicated resource persons as full-time consultants in the Cell at the state office/state designated Agency/UDD/ULB (based on the availability of space and SDA decision) to ensure effective implementation and enforcement of ECSBC Commercial and Residential (ENS) in the states/UTs. The selected agency will have to sign a contract agreement with Bureau of Energy Efficiency for the entire duration of the project.

3.1 Duration

The cells in the respective states shall be established by the successful bidder within 15 days from the date of issuance of LoA. Duration will be for 24 months from date of establishment of Building Cell. Extension shall be provided for two more years (may be extended on yearly basis) subject to satisfactory performance of the agency. In case of extension after completion of 24 months tenure, the Cost will be increased by 8% of total Contract value for rest of the period.

3.2 Term of Reference

The broad scope of the retainer consultant shall be, but not limited to, the following:

Task-1: Provide technical assistance for ECBC & ENS implementation and enforcement

- (i) Collect Develop roadmap for ECSBC-C and ECSBC- R (ENS) implementation.
- (ii) Formation of high level implementation Committee at state/UT for ECSBC-C and ECSBC- R (ENS)
- (iii) Support in Notification of developed ECSBC- C Rules & ECSBC- C for effective enforcement of code
- (iv) Support in Notification of developed ECSBC- R for effective enforcement of code.
- (v) Review and Compilation of the existing government rules/orders/notifications/guidelines and regulation related to the additional components of sustainability added in the ECSBC-C and ECSBC- R (ENS)
- (vi) Amendments in ECSBC-C and ECSBC- R (ENS) to suit the regional and climatic condition requirement in consultation with the stakeholders for notification & enforcement in the States/UTs. Propose revision of bye-laws/ General Development Control Rules (GDCR) documents to include ECSBC-C and ECSBC- R (ENS) clauses and specifications in government guidelines.
- (vii) Integration of ECSBC-C and ECSBC- R (ENS) directives in local bye-laws of ULBs/ Municipal corporations.
- (viii) Survey & compilation of Buildings (Existing & Upcoming) projects in the state falling under the preview of ECSBC-C and ECSBC- R (ENS), from FY 2017-2025
- (ix) Survey & data compilation of Sustainable/ locally available/ energy efficient building materials/ components/technical processes/practices etc. required to make building ECSBC-C and ECSBC- R (ENS) compliant.
- (x) Provide support to SDA in any assigned tasks, related to building Energy Efficiency and sustainability aspects.
- (xi) Provide technical assistance for ECSBC-C and ECSBC- R (ENS)enforcement
 - Providing handhold support for integrating compliance approval procedure in existing online/offline building approval plans of the States/UTs.

- Development of detailed manual explaining state specific compliance procedure for ECSBC- C and ECSBC-R (ENS) for ready reference to the end users in discussion with the Urban Local Bodies (ULBs) /SDA/state Govt. (to be uploaded on SDA website)
- Provide hand-holding support to the Urban Local Bodies (ULBs) / SDA / State Govt. for evaluating ECSBC-C and ECSBC- R (ENS) compliance of application submitted for getting building construction and occupancy permits at least 2 Nos. of buildings (annually).
- Support in Building the capacity of the dedicated professional of UDD (one manpower out of deputed manpower shall be stationed in UDD after notification, in consultation with SDA).
- Assist in establishing ECSBC-C and ECSBC- R (ENS) compliance tools and processes, energy monitoring and verification system.
- Coordinate with central government, state government departments and urban local bodies (ULBs) departments to enforce ECSBC-C and ECSBC- R (ENS).
- Coordination with the Urban Development/ Town & Country Planning Department for details regarding estimated number of buildings approval applications received (under the purview of ECBC/ ECSBC- C and ECSBC-R (ENS) and approvals allotted per month.
- Monitoring and checking the compliance procedure and resolving any challenges encountered by authorities or end-users while applying for various levels of approvals as well as preparation of frequently asked questions for end user's ready reference.

Task-1 Deliverables

- a) Submission of roadmap for ECSBC- C& ECSBC- R (ENS) implementation and enforcement in state/UT
- b) Submission of draft amendments of the ECSBC- C & ECSBC- R (ENS) for notification in the State Gazette / Government Order & enforcement in state(s) and Support in notification of ECSBC- C& ECSBC- R (ENS)
- c) In case of unified building byelaws in state/UT, ECSBC- C & ECSBC- R (ENS) provisions have to be incorporated in building byelaws. In case there are local/Municipal building byelaws are also followed at ULB/ Municipal corporations then the same has to be amended to meet ECSBC-C & ESCBC –R (ENS) requirement.
- d) Support in integration of ECSBC- C& ECSBC- R (ENS) directives in online/offline building approval process. Submission of report to SDA/BEE on review of existing online building approval process with proposed directives of ECSBC- C & R (ENS) integration.
- e) Submission of Stakeholder list having names of Organization/Individual, designation, contact details, mention how it is associated with ECSBC- C& ECSBC- R (ENS) Submission of report containing details of Buildings (Existing & Upcoming) projects in the state falling under the purview of ECSBC- C& ECSBC- R (ENS)
- f) Submit the document (list) for revision in Schedule of Rates (SoR) of state PWD to include specification and costing of energy efficient and sustainable building materials and technologies required for ECSBC- C & R (ENS) compliant buildings.
- g) Submit the list of expert Manpower available in the state to design/simulate building ECSBC- C & ECSBC- R (ENS) Compliant.
- h) Submit weekly progress report (along with consultant's attendance) to SDA and Monthly Progress report to BEE.
- i) List of building projects received and approved by Urban Development/ Town & Country Planning Department since ECBC & ENS notification and ECBC compliance status.

- j) Submission of manual on detailed state specific compliance procedure to SDA/BEE.
- k) Submission of state specific frequently asked questions directories to SDA/BEE
- l) Monthly progress report in desired format (**Appendix-III**) should be submitted to SDA and SDA will further submit it to BEE.

Note: State office (SDA) shall maintain the attendance of deputed consultants.

Task 2: Provide technical assistance to commercial & residential buildings to ensure ECSBC- C& ECSBC- R (ENS) compliant design respectively.

- (i) Provide support to Demonstration projects taken up by SDA in last 6 years
- (ii) Identify potential commercial and residential projects in discussion with ULB/SDA/stakeholders.
- (iii) The number of building projects to be taken up in a year, by respective Cell are as follows:

Table- 3: Building projects to be taken up in a year

Number of ECBC Compliant Building Projects	Number of ENS Compliant Building Projects
6 projects (for each cell)	3 projects (for each cell)

- (iv) Provide technical assistance to ensure that the proposed design is ECSBC- C & ECSBC- R (ENS) compliant
- (v) The projects Techno-Commercial Feasibility Report should elaborate on
 - Methodology for technical analysis or assessment
 - Definition of inputs and assumptions
 - Outputs and results
 - Conclusions and Recommendations
 - Specifications of proposed strategies/technologies; and
 - Financial feasibility analysis

Task-2 Deliverables

- a) Project reports to be submitted to SDA, BEE and Owner, along with 2 Pager Summary sheet
- b) Undertaking from project owner/developer to incorporate ECMs (recommended by Cell) during construction, to make building ECSBC- C/ ECSBC- R (ENS) compliant.
- c) Assist in incorporation of ECSBC- C/ ECSBC- R (ENS) directives and technical parameters in BOQ/tender.

Task 3: Organise Capacity Building and Outreach programmes

Organise programme on ECSBC- C & ECSBC- R (ENS) for building sector stakeholders e.g. administrators, government officials, architects, engineers, developers, builders, municipal officials etc. (at least 30 participants) as per BEE Scheme.

- (i) ECSBC- C& ECSBC- R (ENS) Awareness workshop of Half day duration
- (ii) **Training-A:** (1-day duration)
 - Envelope optimization
 - HVAC Design awareness
 - Sustainable site planning
 - Water conservation and management
 - Waste Management and other components
- (iii) **Training-B:** Training programme (2 days duration)

- Integrative Design Approach
- Energy Simulation, Day Light Simulation
- (for ECSBC- C& ECSBC- R (ENS))

- (iv) **Training-C:** Organise training programme (2 days duration) for Govt. officials from building sector (preferably ULB, PWD, municipal officials, etc.) on ECSBC compliance (at least 20 participants, nominated by ULB, PWD, municipal officials and finalized by SDA)
- ECSBC- C& ECSBC- R (ENS) Rules and Compliance Procedure
 - Simulation for code Compliance
- (v) Organise Design charrette on any one of the Govt. project selected by SDA/UDD for concerted efforts to design and implement the energy efficiency and sustainability features under ECSBC- C & R. 1 no. building for ECSBC- Commercial and 1 No. in Residential (ENS)
- (vi) Preparation of tip sheets (tip sheets can also be made in local languages for better awareness to the end users) and presentations on the components of ECSBC- C & R (ENS)
- (vii) Design of the posters/signages on energy efficiency and sustainability practices in consultation with the SDA to foster the conscious awareness of energy efficiency and sustainable practices for encouraging the positive behavioral changes among occupants/consumers.
- (viii) Creation of awareness videos in local languages on ECSBC- commercial and ECSBC- Residential. Minimum 2 video on each code.
- (ix) Online training shall have to be conducted with proper decorum like ECBC Master Trainers, attendee strength, feedback, recording of workshop (as deliverable) etc. The online training program can be kept minimum for 4 hours per day (with 2-3 short breaks) to make it more convenient for attendee.
- (x) The number of Training programs to be taken up in a year, by respective Cells are as follows:

Table- 4: Training programs to be taken up in a year by each cell

Awareness Training		Training-A		Training-B & Training C
Online	Physical	Online	Physical	Physical
1 No.	4 Nos.	1 No.	2 Nos.	4 Nos.

Note: Awareness programme and online training program A/B/C shall be presented by one BEE certified ECBC Master Trainers whereas physical Training A/B/C shall be presented by two ECBC Master Trainers per day mandatorily. Bidders need to provide overall training programme cost as per budget format provided at **Annexure-2**. All the logistics for the workshop & ECBC Master Trainer (in case of physical training program) has to be arranged by the successful bidder. Everything shall be arranged and coordinated by agency in consultation with SDA. Physical training program shall be conducted in 4 Star hotel or above. 30% less payment will be done incase training program is conducted in Govt. institute/ college/ organization/ premises.

Deliverables

- a) Submission of Training Modules for all the training programmes.
- b) Submission of proceedings of Training-A: (1-day duration) on ECSBC- Commercial and Residential for building sector stakeholders.
- c) Submission of proceedings of Training-B: (2-day duration) for building sector stakeholders (architects, engineers, developers, builders, municipal officials).
- d) Submission of proceedings of Training-C: (2-day duration) for building sector stakeholders (preferably TPAs, municipal officials, etc.) on ECSBC compliance.
- e) In case of online program, schedule webinar for state in consultation with SDA. Link shall be shared with BEE/SDA at least 1 week in advance.
- f) Webinar shall be conducted by BEE certified ECBC Master Trainer (1 per day).

- g) Compilation and submission of FAQ asked during the webinar and presentation should be submitted to SDA.
- h) Report along with feedback of participants has to be submitted to SDA for acceptance.
- i) Report should include participant list, designation, Contact details and organization.
- j) Submission of proceedings of design charrette for building sector stakeholders on ECSBC- C & ECSBC- R (ENS).
- k) Submission of tip sheets and presentation on the components of ECSBC- C & R (ENS).
- l) Submission of design of the posters/signages on energy efficiency and sustainability practices in consultation with the SDA.
- m) Submission of videos on ECSBC- commercial and ECSBC- Residential awareness in local languages. Minimum 3 video on each code.

Task 4: Star rating/Shunya labelling of commercial and residential building as per BEE scheme

For Star rating commercial buildings and Shunya Labelling of Net Zero Energy Buildings

- (i) This includes identification of buildings in state/UT and support in providing star rating/Shunya labeling to the buildings in accordance to present energy consumption of buildings and existing norms for various categories of buildings.
- (ii) To follow up with the building owners to apply for renewal of the Star/Shunya labelling, at least 3-6 months before expiry of the existing star/shunya rating. (List of Star/Shunya Rated buildings is available on BEE website on relevant page)
- (iii) Coordination with building owner/authorized representative to fill the application, furnishing relevant data and agreement.
- (iv) Coordinate between building owner, BEE, National Productivity Council (NPC), SDA and facilitate in achieving Star/Shunya labelling for the buildings. NPC will conduct site visit for data verification and submit the report to BEE. Certificate shall be issued by BEE.

For residential building

- (i) Information shall be provided by using online tool (Link to [Residential Labelling Tool](#)).
The report should include:
 - i. External wall, Fenestration and roof details
 - ii. HVAC details
 - iii. Lighting details
 - iv. Other necessary details as required
- (ii) The number of building projects to be taken up in a year by respective Cell are as follows:

Table- 5: Building labelling projects to be taken up in a year by each cell

Star Rating (Commercial)	Star Rating (Residential)	Shunya labelling
5 Nos. in each state	4 Nos. in each state	3 Nos. in each state

Deliverables

- a) Identify potential commercial and Residential building (Consumption equal to or more than 100 kW or 120kVA) in discussion with SDA. Minimum 3-star label building required for commercial and residential projects.
- b) Applications for the building rating, as per the above table
- c) Share Commercial Building Details with BEE/NPC for further Process Coordinate between building owner, BEE, National Productivity Council (NPC), SDA and facilitate in achieving Star rating for commercial buildings as per BEE scheme.
- d) Submission of report for residential project as per requirement of BEE.

Agencies are advised to gather information directly from site or concerned officials of state agencies.

3.3 Other Deliverables

The agency has to submit quarterly report to BEE and create an online database, which will be updated regularly by the agency. All the records shall be maintained in online format, which could be accessed by anywhere through internet by BEE officials and should be password protected. The report/online database shall include, but not limited to, following items:

- (i) Training Material for Students and for Developers/Builders.
- (ii) List of ECBC/ENS/ECSBC compliant buildings with details viz. Name of the building, Address, Typology, status of construction/occupancy etc.
- (iii) List of Star/Shunya Building applications with details like Name of the building, Address, Typology, Star Rating applied for, application date, estimated EPI/AAhEPI, and submission date.
- (iv) The agency has to follow up with the building owners to apply for renewal of the Star/Shunya labelling, at least 3-6 months before expiry of the existing star/shunya rating.

3.4 Other miscellaneous terms and conditions for team

- (i) The agency participating in RfP, can bid for one or more cells, but turnover criteria shall be fulfilled and separate team has to be provided for each cell applied for.
- (ii) Dedicated manpower has to be provided for the purpose of establishment of cells as mentioned above. Team Manager or any member must not be deputed on the other programmes of BEE (Like PAT Cell, SDA Manpower etc.) in the respective or other SDAs.
- (iii) It is the responsibility of the team Manager:
 - a. To monitor and manage all the work packages stated in the ToR and ensure outcome.
 - b. Team Manager will coordinate with cell for their day to day activities and SDA requirements.
 - c. Team Manager is expected to travel once a month to the respective state for project steering and control.
 - d. BEE or SDA can ask Team Manager about the progress of the assignment.
- (iv) The replacement of personnel is highly discouraged. In case of unavoidable circumstances and to ensure smooth transition and continuity, the request for replacement shall be sent to BEE/SDA at least 1 month in advance for full time consultants (to be deputed in Cells) and 3 months for Team Manager. Replacement will be approved by BEE. The agency must ensure that the replacement shall match or exceed qualification/ experience of existing professional. In case there is delay in deputing the consultant then penalty would be imposed on Agency after 15 days of gap. Calculation of penalty is explained in the Penalty section of this RfP Document.
- (v) All hardware/equipment/software required for day-to-day operations like computers/laptops, printers, scanners, internet dongles, software etc., will have to be provided by the selected agency to the technical resources placed in the cell.
- (vi) BEE/SDA can interview the proposed consultants and team manager selected by the agency for appointment in Cell. If found, not suitable, the agency has to replace them with suitable candidate within 15 days, as per requirement mentioned in the ToR. The deputed manpower must be an employee of the bidder.
- (vii) The Agency shall maintain minimum payment for Consultants:

Consultants	Minimum Net salary
Engineer	Rs.65000/-

Architect	Rs.65000/-
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However, the expected traveling cost, Laptop, Mobile, internet, boarding lodging (if any) should not be a part of minimum payment.

(viii) Maximum 12 days leave would be allowed per year for deputed Manpower.

(ix) **Competencies requirement (Applicable for all deputed consultant)**

- a. High quality analytical skills on issues related to energy efficiency.
- b. Working experience with building energy simulation software (Mandatory).
- c. Working experience in Energy Efficient Building Design.
- d. A thorough understanding of ECBC design / energy efficiency intervention projects in buildings including passive techniques.
- e. Working experience in energy auditing and commissioning of energy systems.
- f. Familiarity with national projects on energy efficiency interventions.
- g. Excellent drafting and communications skills in English.
- h. Ability to work independently and as a team player in a multi-cultural environment.
- i. Working knowledge of computers including MS Office package and related architectural software.
- j. Ability to meet deadlines and prioritize multiple tasks.

Section-4: Payment Terms

4.1 Payment Schedule

- (i) The agency shall provide brief report on 25th date of each month to SDA and a copy to BEE.
- (ii) Quarterly reports detailing support provided by them to SDA and a copy to BEE for the mentioned duration. The agency shall raise invoice on quarterly basis along with this report for payments.
- (iii) The payments will be released by SDA upon submission of deliverables. SDA will disburse payment to the agency after penalties levied, if any. Agency will submit invoice to SDA along with the declaration that salary is released to all concerned consultants.
- (iv) Payment timelines and %age of total contract value to be paid is as follows:

Table- 6: Milestones, timelines and %age of total contract amount to be paid

Sl. No.	Timeline	Activities	%age of total payable	Deliverables
1	1 Month	Award of Contract & establishment of Cell in State/ UT	10%	Contract signing and submission of performance security
2	Otr-1 to Qtr-7	Task-1 to Task-4	10% in each quarter	Subject to approval of Task-wise Quarterly Deliverable provided below the table
3	Qtr-8	Task-1 to Task-4	20%	

- (v) Task-wise quarterly deliverables are as follows:

a. Manpower Salary Cost: To be paid in each quarter subject to declaration by Agency that all salary paid (As per Table 1.1 of Financial Breakup) to deputed Manpower.

b. Quarter-wise deliverables for Task-1:

Table- 7: Quarterly deliverables for Task-1

Qtr-1	<ul style="list-style-type: none"> • Acceptance of work plan by BEE/SDA • Propose High level Committee for Energy efficiency and sustainable in building at State/UT level (in consultation with SDA and major stakeholders) for implementation and enforcement of ECSBC- Commercial & Residential (ENS) in State/UT • Submission of draft ECSBC- Commercial & Residential (ENS) for notification & enforcement in state(s)/UTs <p>Submit weekly progress report to SDA and Monthly Progress report to BEE</p>
Qtr-2	<ul style="list-style-type: none"> • Preparation and submission of Draft regarding inclusion of ECSBC- Commercial and Residential norms in state building bye -laws • Submission of Stakeholder list associated with ECSBC- C & ECSBC- R (ENS) • Submission of report containing details of Buildings (Existing & Upcoming) projects in the state falling under the purview of ECSBC- C& ECSBC- R (ENS)- Since 2017 • Submit weekly progress report to SDA and Monthly Progress report to BEE
Qtr-3	<ul style="list-style-type: none"> • Support in integration of ECSBC- C& ECSBC- R (ENS) directives in online/offline building approval process. Submission of report to SDA/BEE on review of existing online building approval process with proposed directives of ECSBC- C & R (ENS) integration. • Submit the list of expert Manpower available in the state to design/simulate and help builders to make building ECBC & ENS Compliant. • Submit weekly progress report to SDA and Monthly Progress report to BEE

Qtr-4	<ul style="list-style-type: none"> • Submit the document (list) for revision in Schedule of Rates (SoR) of state PWD to include specification and costing of energy efficient and sustainable building materials and technologies required for ECSBC- C & R (ENS) compliant buildings. • List of building projects received and approved by Urban Development/ Town & Country Planning Department since ECBC & ENS notification and ECBC compliance status. • Submission of manual on detailed state specific compliance procedure to SDA/BEE. • Submit weekly progress report to SDA and Monthly Progress report to BEE.
Qtr-5	<ul style="list-style-type: none"> • Formation of High Level Committee in coordination with SDAs • Support in ECBC C& R Notification • Submit weekly progress report to SDA and Monthly Progress report to BEE
Qtr-6	<ul style="list-style-type: none"> • Support in inclusion of ECBC C& R norms in Building Bye-laws • Submission of report containing details of Buildings (Existing & Upcoming) projects in the state falling under the purview of ECSBC- C& ECSBC- R (ENS)- in 2nd Year • weekly progress report to SDA and Monthly Progress report to BEE
Qtr-7	<ul style="list-style-type: none"> • Support in Integration and implementation and implementation of ECBC C& R in ULBs • Coordinate with Major ULBs and Municipal Cooperation for ECBC C & R implementation. • Weekly progress report to SDA and Monthly Progress report to BEE
Qtr-8	<ul style="list-style-type: none"> • Monitoring and checking the compliance procedure and resolving any challenges encountered by authorities or end-users while applying for various levels of approvals as well as preparation of frequently asked questions for end user's ready reference • Any work assigned by BEE/SDA regarding Building Energy Efficiency • Upload all concerned documents on SDA website • Weekly progress report to SDA and Monthly Progress report to BEE

c. **For Task-2:** Submission of Techno-commercial feasibility report and acceptance by SDA (as per table (3) of the RfP) nos. of projects mentioned as follows:

Table- 8: Quarterly deliverables for Task-2

	for each cell
Qtr-1	Submission of under taking from owner to follow prescribe ECMs during building construction
Qtr-2	3 Nos.
Qtr-3	3 Nos.
Qtr-4	3 Nos.
Qtr-5	Submission of under taking from owner to follow prescribe ECMs during building construction
Qtr-6	3 Nos.
Qtr-7	3 Nos.
Qtr-8	3 Nos.

Additionally, follow up on previous building projects in each quarter.

d. **For Task-3:** Submission of proceedings of training programs (as per Table (4) of RfP) nos. of projects mentioned as follows:

Table- 9: Quarterly deliverables for Task-3

	for Cell 1 to 22	for Cell 23 to 25	for Cell 26, 27 & 28
In each quarter	4 Nos.	3 Nos. (for each cell)	3 Nos. (for each State/ UT)

e. **For Task-4:** Coordinate further between BEE/ SDA/ Building owner to facilitate award of star rating certificate and Shunya Labelling (as per Table (5) of RfP) nos. of projects mentioned as follows:

Table- 10: Quarterly deliverables for Task-4

	for each cell
Qtr-1	Submission of building details to BEE/SDA for further Building Star Rating Process- for Commercial Building and Residential building and Shunya Labelling as mentioned in Table (5) of RfP.
Qtr-2	4 Nos.

Qtr-3	4 Nos.
Qtr-4	4 Nos.
Qtr-5	Submission of building details to BEE/SDA for further Building Star Rating Process- for Commercial Building and Residential building and Shunya Labelling as mentioned in Table (5) of RfP.
Qtr-6	4 Nos.
Qtr-7	4 Nos.
Qtr-8	4 Nos.

(vi) **Increment at the time of extension:** In case of extension of the project, and based on the performance of agency/PMU team, one time increment up to 10% shall be provided on total sum of man-days cost.

4.2 Penalty Clause

- (i) Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/ firm/ bidder beyond the time schedule as agreed or any extension thereof granted by the BEE shall attract penalty at the rate of 1% of the total contract value (Excl. Manpower Salary Cost and Associated logistics cost) per week of delay subject to maximum of 10% of the total contract value.
- (ii) **Deduction on the Manpower Salary Cost:** In addition to the penalty mentioned at point no. 4.2 (i), The Manpower Salary cost may also be deducted on pro-rata basis, if the delay is caused by the non-performance of the deputed team. However for the delay because of reason beyond the control of team, the salary component shall not be deducted and shall be fully paid.
- (iii) **Penalty for absence of Manpower:** In addition to the above, the penalty to be imposed for absence of deputed consultant in cell for a period of more than 15 days, mentioned as follows:
- If there is a gap of absence of deputed consultant is less than or equal to 15 days, then amount to be deducted = Per day remuneration to the consultant x number of days
 - If there is a gap of absence of deputed consultant is more than 15 days, then amount to be deducted = Per day remuneration to the consultant x 15 + Per day remuneration to the consultant X 2 (number of days of gap - 15)

Sample Calculation:

If delay is of 12 days and man-day quoted rate is Rs 10,000/-
Then penalty would be Rs 10,000 x 12 days = Rs 1,20,000/-

But, If delay is of 18 days and man-day quoted rate is Rs 10,000
Then penalty would be= Rs 10,000 x 15 days + Rs 10,000 x 2 x (18-15) days = Rs 2,10,000/-

Section-5: Bid Submission process

5.1 Bid Submission

- (i) The Bidder must apply through GeM portal only. The proposal can be submitted as a sole agency or in consortium with other agency/ organization. In case of consortium bidding, the consortium bidder shall self-declare the prime bidder among themselves. Suitable declaration shall be produced along with the technical bid document.
- (ii) **Bid Processing Fees:** All Proposals must be accompanied by a bid processing fee of INR 5,000/- (INR Five Thousand only). The bid processing fees must be submitted by all the agencies (prime bidder) including MSMEs. There is no exemption for any agency. Bids submitted without bid processing fees will be rejected at preliminary stage, without evaluating technical proposal.
- (iii) **Earnest Money Deposit:** The bid must be accompanied with a refundable Earnest Money Deposit (EMD) of Rs. 1 Lakh (Rupees One Lakh Only) for each cell applied. Bidders may provide same DD no./Txn. No. in each applied schedule. EMD is exempted for the MSMEs, subject to submission of supporting documents.
- (iv) Bid Processing Fees and EMD may be submitted through NEFT/RTGS or in the form of a crossed demand draft drawn on any nationalized/ scheduled bank payable at par in New Delhi, in favour of Bureau of Energy Efficiency, New Delhi.
- (v) Demand Draft for the bid processing fees and EMD should be submitted to BEE in a sealed envelope. The sealed envelope should be super scribed with the wordings "Bid Processing Fees and EMD for Hiring of agency to provide technical assistance in implementation of Building Energy Efficiency activities (ECSBC/ECBC/ENS) and Building Rating programmes of BEE in State/UTs" and must contain the name of prime bidder.
- (vi) The sealed envelope should also indicate clearly the name, address and telephone number of prime bidder to enable the proposal to be returned unopened in case it is declared "Late".
- (vii) The Bid Processing Fees and EMD must be reached to BEE office latest by the last date and time of submission of Bids on GeM portal. If any agency fails to deliver the DDs to BEE office before deadline, bid of that agency shall not be considered as responsive, even if bid is submitted on GeM successfully.
- (viii) Bank details for NEFT/RTGS are provided at **Appendix-I**. Bidders are requested to ensure that account no. and other details are correct while making transactions. BEE shall not be responsible for any wrong transactions. A copy of receipt of NEFT/RTGS transaction to be submitted with the technical bid. The transaction details shall be mentioned in the covering letter submitted by the agency.
- (ix) **Bid Security Declaration:** As per General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of EMD. Further, in lieu of EMD, bidders seeking exemption has to submit "Bid Security Declaration" (Format is given in Form 5 of this RfP) accepting that:
 - a. Proposal should not be withdrawn during the validity period or any extension agreed by the consultant thereof.
 - b. Proposal should not be varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - c. Consultant would not try to influence the evaluation process.

- d. Selected agency/consultant should not withdraw his proposal during negotiations (failure to arrive at consensus by both the parties shall not be considered as withdrawal of proposal by the agency/consultant).
- e. If they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
- (x) **Cost of Proposal:** Agency shall bear all costs associated with the preparation and submission of its Proposal, including cost of presentation for the purposes of clarification of the Proposal, if so desired by the Purchaser. BEE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- (xi) **Contents of the Proposal:** Bidding agency is expected to examine all instructions, forms, terms & conditions and Statement of Work in the Proposal. Failure to furnish all information required or submission of a Proposal not substantially responsive to the Proposal in every respect will be at risk and may result in the rejection of the application.
- (xii) **Language of Proposal:** The Proposals prepared by the agency and all correspondence and documents relating to the proposal exchanged by the agency and BEE, shall be written in the English language, provided that any printed literature furnished agency may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.
- (xiii) **Authorized Signatory for Agency:** The "Agency as used in the Proposal shall mean the one who has signed the Bid document forms. The authorized signatory should be the duly Authorized Representative of the Agency, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.
- (xiv) The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the agency shall be annexed to the Proposal. BEE may reject outright any Proposal not supported by adequate proof of the signatory's authority.
- (xv) **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 (Format of the Integrity Pact is enclosed as **Appendix-II**). 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.
- (xvi) **Power of Attorney:** Registered Power of Attorney executed by the bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Proposal.
- (xvii) BEE shall not be responsible for non-receipt/non-delivery of the proposal due to any reason whatsoever. Bidders are advised to study the proposal carefully. Submission of proposal shall be deemed to have been done after careful study and examination of the proposal with full understanding of its implications.
- (xviii) **Conditions for Consortium:** The agencies/firms/consultant may have the option to submit the proposal with other consortium partners with the following conditions:
- a. One consortium partner can't associate with different lead partners. Also, no consortium partner can bid separately as lead partner for same project.
 - b. The bidder can't change the consortium partner during the course of the project.
 - c. In case of consortium, the lead partner must submit the letter of association (agreement). Non-submission of agreement documents of the consortium partners will lead to disqualification.

- In case of any such discrepancy found, bid for the both consortium and firm will be rejected.
- d. The consortium partner should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
 - e. The consortium partner should not have been black-listed by any Central / State Government or Public-Sector Undertakings.

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

If at any stage of qualifying process or during the course of the contract, any suppression / falsification of such information is brought to the knowledge, BEE shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the agency/consultant. BEE shall only deal with the lead member for all the purposes.

5.2 Technical Proposal

Technical Proposal including all forms on letter head of the prime bidder, with relevant supporting documents. All the forms and annexures must be in form of **searchable pdf document** (not necessary for scan of supporting documents) and should be in proper sequence. An index/ table of contents may be attached with the covering letters. The Proposal prepared by the bidder shall comprise of the following components:

- (i) Part A –
 - a. Cover Letter, Bid Processing Fees and EMD details in the format as per **Form-A** of this RfP document,
 - b. Any Qualification to PQ Criteria viz. Certificate of incorporation, Agency profile, MSE certificate/UDYAM certificate (if applicable).
 - c. Copy of agreement with consortium partner (if any).
 - d. Audited balance sheet for turnover as per form-1 of this RfP document.
 - e. Declaration Letter as per form-4 of this RfP document.
 - f. Registered Power of Attorney executed by the bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Proposal.
- (ii) Part B - Response to the Technical Criteria of the RFP viz.
 - a. Index/List of projects/assignments of the firm in similar type/s of assignments completed during last 3 years. The list should be categorised as Green Building/ Passive design/ building energy auditing/ ECBC implementation in state or UT/Project Monitoring in Govt. organisations/ etc. Only projects/assignments, in which the bidding agency is prime bidder, shall be considered for evaluation.
 - b. Form 2: Summary of the implemented projects (separate for each project/assignment). Please indicate the name of the assignment, name & address of employer; dates of award & completion of the assignment; financial worth of the assignment(s) and role of your firm.
 - c. Proof of prior experience viz. Completion certificates of the completed projects, extension

letters for ongoing projects

- d. Proposed strategy for ECSBC-C & ECSBC-R (ENS) enforcement for the State in the form of activities, milestones, deliverables etc. against time.

(iii) Part C – Names & CVs of personnel who will be placed in the cell in each State

- a. Index of the team manager/consultants separately for each cell applying for.
- b. Form-3: CVs must have name and nationality of staff, profession/ designation of staff, proposed position in the team, whether employee of the firm or consultant, if staff than number of years with the firm, key qualifications, academic background, and experience.
- c. Each team member of the firm is required to give an undertaking that he/she is available to undertake the tasks allocated to him/her in the technical proposal.
- d. Each CV should be a maximum of 3 pages and signed (by the key personnel) confirming that the information given in the CV is correct and he/she shall be available for the complete duration of the project.

Note: Separate teams should be mentioned for each cell. The bidder shall mention team members for each cell, state-wise. The number of team members shall be as per Table 2. Index of CVs should be included marking page no. of respective consultant.

(iv) Part D – Proposed strategy for ECSBC-C & ECSBC-R (ENS) enforcement for the State in the form of activities, milestones, deliverables etc. against time.

(v) Part E - Inputs of specific personnel against each activities/task of the TOR and information not mentioned in any other section A to E above, e.g. Disclosures, Conflict of Interest etc.

(vi) Part F - Integrity Pact (In the format given at **Appendix-II**)

Note: In the technical proposal, cost for this assignment must not be mentioned anywhere.

5.3: Financial Proposal

- (i) The agency has to submit the financial proposal in the format given at **Form-B**.
- (ii) The Financial proposal for each Cell shall be submitted separately and the total lump sum cost shall be quoted for 24 months. Bidders are advised to make sure that the amount quoted for any cell must be entered in the corresponding schedule on GeM portal for that cell only. In case of discrepancy, the cost mentioned on the GeM portal shall be considered final.
- (iii) The Lump-sum cost mentioned in the financial proposal, must be matching with the final cost (quoted amount incl. GST) mentioned at GeM portal. On the GeM portal, bidder may have to enter the cost on monthly basis or man-days basis. The monthly basis cost or man-days cost must be entered in such a manner so that the final cost should be matching with financial proposal.
- (iv) In the breakup, man-days cost for team leader, international expert and team members has to be provided separately, however man-days cost for team members may be provided separately for each team member or may be grouped in two or more groups.

Section-6: Bid Evaluation Process

6.1 Preliminary Scrutiny

- (i) Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required process fee & Bid security/EMD (as applicable) has been submitted, whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- (ii) If any of the necessary documents is missing (or not clear/ not readable), the technical proposal will be prima facie rejected, submission the same shall not be considered after due date of submission.
- (iii) The bidders may be asked to provide clarity or supporting documents after submission of bid, but not the necessary documents like CVs, audited balance sheet, all forms and annexures mentioned in this RfP. Scanning of the supporting documents may not be a searchable pdf document, but must be clear and readable. Proper referencing of supporting documents against the relevant criteria must be mentioned.
- (iv) The rectifiable discrepancies in the Technical Proposal, if any would have to be corrected by the Bidder within a period of two (2) days of the intimation given to them during the preliminary scrutiny of proposals.
- (v) Proposals not conforming to above listed preliminary requirements will be prima facie rejected and will not be considered for further evaluation.

6.2 Evaluation of Proposals

Stage 1: Minimum Pre-qualification Criteria

- (i) Compliance with the pre-qualification criteria given in **Section 2.1** will be evaluated first.
- (ii) The technical bids of those bidders who do not fulfil the pre-qualification criteria will not be evaluated and will be disqualified.

Stage 2: Technical Evaluation

- (i) The technical bids of those bidders who fulfil the pre-qualification criteria will be evaluated in accordance with the technical evaluation criteria given below:

Table- 11: Technical Evaluation marks distribution

Sl. No.	Criteria	Marks
	Experience of the Agency	30
1	Previous experience of working with Govt. departments in state/UT like PWD, UDD, ULBS, Housing board etc.	10
2	Previous experience of working in state/UT in building energy efficiency sector like (Green building, Passive design, building energy auditing etc.)	10
3	Experience of ECBC implementation in state/UT (ECBC notified/ Energy Efficient materials added in state SoR/ ECBC directives added in building Byelaws)	10
	Suitability of Key Personnel	40
4	Team Manager/Leader Educational Qualification and Experience	10
5	Engineer and Architect Educational Qualification and Experience	30
	Undertaking of Scope of Work / work plan and methodology	30
6	Proposed Strategy for ECBC enforcement in the mentioned States/ Building Energy efficiency- Innovation and extent of details – key emphasis on the strategy for the implementation and enforcement of activities, outputs and outcomes.	30
	Total	100

- (ii) Technical proposals from firms scoring **75 marks or above** will be considered responsive and only those proposals will be evaluated for the Stage-3 i.e., Financial Evaluation.

Stage 3: Financial Evaluation

The Authority will open –Financial Proposal of only Technically Qualified Bidders in accordance with point (ii) above.

Financial Proposals will be checked for any computational errors and a reviewed to ensure that figures provided therein are consistent with the details of the corresponding Technical Proposal. Following the review, the Estimated Total Price (ETP) for each Financial Proposal will be determined.

- (i) For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. The Financial proposal will be submitted in a respective section on the GeM portal.
- (ii) Bidder shall mention the financial quote for the project as per the table given in **Form B: (Financial Proposal)** and Indicative line items to be mentioned in Annexure 10.
- (iii) The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- (iv) Financial quote of L1 among the technically qualified ones will be selected.
- (v) The total nos. of cells allocated to any agency, through the previous bidding process (**GEM BID NO: GEM/2024/B/5460075**) and current bidding, should not exceed to five cells. So, if any agency is found to be L1 in both the cells, but already four cells are allocated to the agency in the previous bidding process, the agency shall be allocated only one cell, chosen by BEE.

Note: If any agency is already allocated the five cells in the previous bidding process (**GEM BID NO: GEM/2024/B/5460075**), shall not be awarded any cell in this bidding.

- (vi) The L2 Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified.

Section-6: Instructions to the Bidders

6.4: Other Terms and Conditions

- (i) **Performance Security:** Performance security @3% of the contract value (the total lump sum cost, excl. GST, quoted for 24 months) shall be deposited by the successful bidder by the way of Banker's Cheque/ Demand Draft drawn in favour of Bureau of Energy Efficiency, payable at New Delhi. Performance security shall remain valid for a period of sixty days (60 days) beyond the date of the completion of all contractual obligation of the successful bidder.
- (ii) **Liquidated Damages:** If the manpower provided by the hired agency for this task 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 1% of the total cost of invoice amount subject to a maximum of 10% of the total cost of invoice amount for that quarter. Recoveries through such Liquidated Damages are to be done without any prejudice to the other remedies as available to BEE under the terms of the contract.
- (iii) **Conflict of Interest:** Bidding agency should not have any conflict of interest with the work that is needed to be undertaken.
- (iv) **Confidentiality:** BEE requires that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.
- (v) **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.
- (vi) **Review of Performance:** For regular monitoring performance, the selected Agency/ Consultancy shall keep the BEE updated regularly. If there will be a delay in submission of this report for more than 2 weeks, then a show-cause notice may be issued to the organization.
- (vii) **Contact details of the Agency:** Agency who wants to receive BEE's response to queries should give their contact details to BEE. The Agency should send their contact details in writing at the BEE's contact address indicated in Para 1.2 of this document.
- (viii) **Amendment of RFP:** At any time prior to the last date for receipt of proposals, BEE, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RFP by an amendment. In order to provide prospective Agency reasonable time in which to take the amendment into account in preparing their Proposals, BEE may, at its discretion, extend the last date for the receipt of Proposals and/or make other changes in the requirements set out in the Invitation for Proposals.
- (ix) **Termination of the Bid:** BEE shall have the right to reject this bidding process any time before issuing letter of award to the agency.
- (x) **Condition of invocation:** Notwithstanding anything contained in this invitation document, Authority reserves the right to accept or reject any Proposal and to annul this selection process and

reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

- (xi) Authority, also, reserves the right to reject any Proposal if:
- at any time, a material misrepresentation is made or uncovered, or
 - the Bidder does not submit sufficient information as being asked for
- (xii) **Force Majeure:** Shall mean and be limited to the following:
- a. War/hostilities
 - b. Riot or Civil commotion
 - c. Earthquake, flood, tempest, lightening or other natural physical disaster.
 - d. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.
 - e. In the event of any force majeure cause, agency or the BEE shall not be liable for delays in performing their obligations under this order and the completion dates may be extended, for a period not exceeding the period of delay attributable to the causes of Force Majeure. Neither BEE nor agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.
 - f. The agency shall at all times, Indemnify and keep indemnified, the BEE and its officer's servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the agency or sub-contractor, and / or the servants or agents of the consultant or any sub-contractor and / or of the BEE).
- (xiii) **Amendment of the Contract:** The contract of the agency may be amended at any time during the tenure of the work, with mutual consent of the agency and the SDA, if found necessary and doesn't have additional financial implications.
- (xiv) **Termination of the Contract:** BEE shall have the right to terminate the contract of the agency at any time during the tenure of the work, if the performance of the agency is found to be unsatisfactory or violation of any clause of the RfP pertaining to execution of the work. For termination of the contract, BEE shall provide the agency a notice of minimum of 15 days, to allow the agency to clarify its position of unsatisfactory performance observed by BEE. If the clarification provided by the agency is not up to the satisfaction of the competent authority of BEE, the contract of the agency will be terminated. If terminated at any stage of the contract, the agency/firm/bidder will not be liable for rest of the milestone payment and also the performance security will be forfeited by BEE.

Forms for the Proposal

Form A: Technical Proposal

Pro-forma for Cover Letter (to be furnished on the company letter head of prime bidder)

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

Sub: Technical Proposal for providing Technical assistance in implementation of “Building Energy Efficiency activities (ECSBC/ECBC/ENS) and Building Rating programmes of BEE in Punjab and Jharkhand”

Sir,

The undersigned Agency, having read and examined in detail all the RfP documents and MoM of Pre-bid meeting, in respect of providing technical assistance for the said assignment, do hereby express their interest to provide Consultancy Services as specified in the scope of work for the following Cells:

Sl. no.	Cell	State	Name of key personnel
1.	Cell #		Team Manager Consultant-1 – Engineer Consultant-2 – Engineer Consultant-3 – Architect

(Add similar rows for each cell applied for)

Correspondence Details

1	Name of the Agency	
2	Address of the Agency	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
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)	

Requisite amount for Bid processing fees and EMD has been paid, details of which are as follows:

	DD No./ Txn no. (for NEFT/RTGS)	Issuing Bank Name and Branch	Date of Issuance/ Date of Txn.
Bid Processing Fees			
EMD*			

* If seeking exemption for EMD, please mention “Exemption requested” in DD No. / Txn no. column.

We have enclosed the following:

- Form 1: Minimum Eligibility

- Form 2: Prior Experience/ List and Summary of the implemented projects (Work-orders and Project completion certificates to be attached)
- Form 3: CVs of proposed team
- Form 4: Declaration Letter
- Form 5: Bid Security Declaration Form (For the bidders seeking exemption from EMD submission. UDYAM Certificate needs to be submitted)
- Approach and methodology for assignment and Proposed Work plan (with timelines)
- Comments and Suggestions
- Registered Power of Attorney executed by the Agency in favour 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 Proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

We understand that any document/Information submitted by us, if established to be misleading by BEE, may lead to rejection of bid/contract at any stage of the project.

Thanking you,
Yours faithfully
(Signature of the Officer)

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

Form 1: Minimum Eligibility

[Agency should not include the figures of the subcontractors for Form-2]

Name of Agency			
Year of Registration/Incorporation in India*			
Number of Employees in India as on Date of publishing of RfP			
	FY 2021-22	FY 2022-23	FY 2023-24
Net Worth (INR Crore) **			
Annual Turnover (INR Crore) **			
Annual Profits (INR Crore) **			

* Enclose a copy of Registration document (including registration certificate)

**Enclose a copy of Audited Financial Statement (of latest three financial years for which Audited Financial Statement is available)

Witness: Signature

Name

Address

Date

Agency/Firm:

Signature

Name

Designation

Company

Date

Form 2: Prior Experience

List of projects to be furnished (one list for Energy Efficiency in Buildings/Green Buildings related, another list for PMU related activities)

Further, using the format below, provide information on each assignment (separate sheet for each project) for which your Organisation, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this assignment. Agency should give information on the similar areas of design as indicated.

A. Summary of the implemented projects

Title of project:	
Objectives of the Project:	
Nature of project:	
Description of project:	
Financial Component	
Technical Component	
Country:	
Location within country:	
Duration of the project:	
Name of Employer along with contact details:	
Start date (month/year):	
Completion date* (month/year):	
Name of associated Consultants, if any:	
No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of your firm involved and functions performed.	
Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

* In case of outgoing project, tentative date of completion has to be mentioned, in case of extension provided based on the performance, the date on which extension is provided, shall be mentioned.

Witness: Signature
Name
Address
Date

Agency/Firm:
Signature
Name
Designation
Company
Date

Form 3: CVs of Proposed Team

Bidders has to furnish the composition of proposed team, clearly mentioning name of the member and role assigned for this project.

Index for proposed Team Members (separate table for each cell applied for):

Sl. No.	Cell # (State Name)	Consultant Name	CV on Page Number
1.	Cell# (State)	Team Manager (Name)	CV on Page #
		Engineer -1 (Name)	CV on Page #
		Engineer -2(Name)	CV on Page #
		Architect (Name)	CV on Page #
2.	Cell# (State)	Team Manager (Name)	CV on Page #
		Engineer -1 (Name)	CV on Page #
		Engineer -2(Name)	CV on Page #
		Architect (Name)	CV on Page #

Provide CVs of the proposed team in the following format:

Name of the Professional:	
Current Organization:	
Designation:	
Official Address for Communication	
Total Years of Experience	
Total Years of Experience in Building Sector/ policy implementation	
Experience in Building Design or Code Compliance (ASHRAE 90.1/ECBC) or Green buildings	
Relevant Certification (ECBC Master Trainer, LEED, GRIHA, CMVP, etc.)	
Software Knowledge (Simulation Experience)	
Email address:	
Mobile number:	
Academic Qualifications (Diploma/Degree and higher): Degree/Certificate/Diploma awarded: Mode (Full-time/Part-time/Online/Distance): Institution: Duration: Year of awarding:	
Experience (reverse chronological) Organization: Last Designation: Duration: from mm/yyyy to mm/yyyy or presently employed Key Responsibilities:	

Certification:

I hereby declare that the above information is true to the best of my knowledge. I shall be available to provide the required services for the complete duration of the contract as set out in technical proposal. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member/authorized representative]

Day/Month/Year: ____

Full name of authorized representative: _____

Form 4: Declaration Letter

Declaration Letter on official letter head stating the following:

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

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

Witness: Signature

Name

Address

Date

Agency/Firm:

Signature

Name

Designation

Company

Date

Form 5: Bid Security Declaration Form

To,

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

Sub: – Bid Security Declaration regarding proposal for providing technical assistance in implementation of “Building Energy Efficiency activities (ECSBC/ECBC/ENS) and Building Rating programmes of BEE in Punjab and Jharkhand”

Sir,

The undersigned agency declares that if we withdraw or modify the Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Thanking you,
Yours faithfully
(Signature of the Officer)

Seal:

Name :

Designation :

Date :

Place :

Business Address:

Form B: Financial Proposal

(Separate for each Cell)
(On Letter head of the Lead company/Agency)

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

Sub: – Financial Proposal for providing technical assistance in implementation of “Building Energy Efficiency activities (ECSBC/ECBC/ENS) and Building Rating programmes of BEE in Punjab and Jharkhand”

Sir/ Ma’am,

In response to the above-mentioned subject, our financial cost for the Cell# (State name) for 24 Months is as follows:

Lump sum Cost (Excl. taxes) (in figures)	
Taxes (in figures)	
Total Lump sum Cost (Incl. taxes) (in figures)	
Total Lump sum Cost (Incl. taxes) (in words)	

The Task based deliverables, milestones, timelines and payment schedule will be as follows:

Sl. No.	Cost Parameters (for 24 months)					Cost (incl. GST)
a)	Associative Logistic cost (Total hardware/ equipment/ software required for day-to-day operations)					
b)	Manpower Salary Cost					
c)	Cost of Task 1 ,2, 3 & 4	Task-1	Task-2	Task-3	Task-4	
	Qtr-1					
	Qtr-2					
	Qtr-3					
	Qtr-4					
	Qtr-5					
	Qtr-6					
	Qtr-7					
	Qtr-8					
	Total					

Above mentioned cost includes all logistics and no other extra charges are applicable except service tax, which may be quoted extra as applicable by Government of India.

We hereby declare that our Proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief. We have enclosed the Cost Breakdown by component as Annex-I.

Thanking you,
Yours faithfully
(Signature of the Officer)

Seal:
Name :
Designation :
Date :
Place :

Cost Breakdown by component

Bidders are requested to quote for all components including all associated costs, otherwise their proposal will not be considered for financial evaluation

Details of quoted cost	Per year cost	Total cost for 2 years
1. Associative Logistic cost (Total hardware/ equipment/ software required for day-to-day operations)		
2. Manpower Cost (Table 1.1)		
3. Cost of Task 1 ,2 & 4 (Table 1.2)		
4. Cost of Task 3 (Table 1.3)		
Grand Total		

Bidders are requested to quote for all components including all associated costs, otherwise their proposal will not be considered for financial evaluation

Table 1.1 Detailed cost breakup for Human Resources (Manpower Cost)

Description **	Quoted Remuneration per day	Total number of days per year	No. of Personnel	Amount (in INR)
1. Team Manager		12		
Total				
Full time deputed Manpower cost break up:				
1. Consultant- 1 (Architect) (Note- *minimum Gross salary- Rs 65000)		300		
2. Consultant- 2 (Engineer) (Note- *minimum Gross salary- Rs 65000)		300		
3. Consultant- 3 (Engineer) (Note- *minimum Gross salary- Rs 65000)		300		
Total				

Table 1.2 Cost Break up for Task 1, Task 2 and Task 4:

Task	Yearly charges
Task-1	
Task-2	
Task-4	
Total	

Table 1.3 Budget for Task 3: Organise Capacity Building and Awareness & Outreach programmes

Only for Task 3- Overall event organization cost as per BEE scheme (including venue, food, logistics, travel (in case of Physical program only) and honorarium to master trainers etc.)

Description	Cost per training program		No. of training programs***		Amount (in INR)
	Physical (No.)	Online (No.)	Physical (INR)	Online (INR)	Cost
a) Capacity Building Programs					

1. Training-A					
2. Training-B					
3. Training-C					
b) Awareness & Outreach Programmes					
1. Awareness					
Total Training Cost					
3. Awareness Videos creation- 2 no. videos on each ECSBC & ENS (provide per video creation cost:_____)					
Total Cost of Task-3					

*****As per Table 4: Cell - Number of Training programs to be conducted per year**

[Name and Signature of the Agency Authorized Person]
[Designation]
[Date]

Appendix-I

Bank Details

Name of the Beneficiary	:	Bureau of Energy Efficiency
Bank A/c No.	:	89830100010654
Name of the Bank	:	Bank of Baroda
Branch Address	:	Bhikaji Cama Place, New Delhi-110066
E Mail ID	:	divaccounts@beeindia.gov.in
A/c Type	:	Saving
Branch Code	:	6020
IFSC Code	:	BARB0VJBCPL
MICR Code	:	110012308
Swift Code	:	BARBINBBNND
PAN No.	:	AAAAE0631J

Note: Kindly match the account number and other details mentioned in the table above, with the scan copy of the cheque below:

Bank of Baroda
बी. बी. वी. बैंक, दिल्ली
B C PLACE, DELHI
RTGS / NEFT IFSC CODE: BARB0VJBCPL

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE
CBS
D D M M Y Y Y Y
सविंग खाता / SAVINGS ACCOUNT

Pay _____ Or Bearer
या धारक को

Rupees रुपये _____ अदा करें ₹ _____

89830100010654 FOR BUREAU OF ENERGY EFFICIENCY

55/2012/SE
भारत की सभी शाखाओं में समतुल्य रूप से
Payable at par at all branches in India

110000011 110012308 010654 31

Integrity Pact

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

This Integrity Pact is made at _____ on this _____ day of 2024.

BETWEEN

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

AND

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

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

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

- (a) 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.

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

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

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

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

Article 3 Disqualification from tender process and exclusion from future contracts

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

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

Article 4 Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) If the work has been awarded then in addition to (1) above, the Principal shall be entitled to cancel the letter of acceptance/ notice of award issued to the Bidder.
- (3) If the contract/ agreement has been signed, then the Principal shall be entitled to take recourse to the relevant provisions of the contract, related to Termination of Contract, due to Contractor's/ Consultant's/ Vendor's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Consultant/ Vendor and/ or demand and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination.

Article 5 Previous Transgression

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

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

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

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

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

Article 8: Independent External Monitor (IEM)

- (1) The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.
- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the Principal.
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him, as and when warranted.
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on '**Non-disclosure of Confidential Information**' and of '**Absence of Conflict of Interest**'. In case of any

conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case.

- (7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.
- (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- (9) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (10) If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (11) The word 'Monitor' would include both singular and plural.

Article 9 Pact Duration

- (1) The validity of this Integrity Pact shall be from the date of its signing and extend till the complete execution of the contract to the satisfaction of both the Principal and the Bidder/ Contractor/ Consultant/ Vendor, including warranty period or defects liability period/ maintenance period, whichever is later. In case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract with the successful bidder.
- (2) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Principal.

Article 10 Other Provisions

- (1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing only.
- (3) If the Bidder/ Contractor/ Consultant/ Vendor is in a partnership/ joint venture or a Consortium, this Pact must be signed by all partners or members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- (5) Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in Integrity Pact shall prevail.
- (7) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (8) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Consultant/ Vendor who has

Monthly Progress Report **Format, Date-**___ Cell name- _____

Agency name-	SDA Name-
Date of establishment of Cell	
Details of Manpower Deputed-	
Details of manpower replaced, if any-	
Details of Team Manager-	

List of Deliverables Submitted in the month as per the approved action plan

Activities as per approved Action Plan	Date of submission	Remarks by SDA
Task1-		
Task2-		
Task3-		
Task4-		

All Related documents shall be attached

Details of Monthly visit of Team Manager as per ToR,

Name of the professional	Date of Visit	Remarks

Details of payments done by SDA to Agency as per ToR till date:

	Details of Invoice raised by Agency		Details of Amount released		Amount pending	Remarks
	Date of Invoice raised	Amount of the invoice	Date of Payment released	Amount released		
10% Contract singing						
10% first Quarter						
10% Second Quarter						
Add rows for quarter wise						
Verified by Team Manger Signature			Verified by SDA Signature			

Below Declaration to be signed by agency -

<p>Declaration by Agency-</p> <p>I hereby declare that numeration of the manpower deputed as per MoU signed are successfully disbursed dated on ___ for the month of ___ 20__.</p> <p>Signature of the Authority</p>
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