

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	16-05-2025 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	16-05-2025 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Power
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	N/a
<b>Office Name/कार्यालय का नाम</b>	Bureau Of Energy Efficiency
<b>क्रेता ईमेल/Buyer Email</b>	m.anand@beeindia.gov.in
<b>Item Category/मद केटेगरी</b>	Custom Bid for Services - Engagement of MeitY Empanelled Agency to Provide Cloud Service for Building Energy Efficiency Portals developed by BEE
<b>Similar Category/समान श्रेणी</b>	<ul style="list-style-type: none"> <li>Virtual Machine (Compute)</li> </ul>
<b>Contract Period/अनुबंध अवधि</b>	2 Year(s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid

Bid Details/बिड विवरण	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	5000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

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

2. 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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1744796939.pdf](#)

**GEM Availability Report ( GAR):**[1744796944.pdf](#)

**Scope of Work:**[1744797347.pdf](#)

**Payment Terms:**[1744797352.pdf](#)

**Custom Bid For Services - Engagement Of MeitY Empanelled Agency To Provide Cloud Service For Building Energy Efficiency Portals Developed By BEE ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Engagement of MeitY Empanelled Agency to Provide Cloud Service for Building Energy Efficiency Portals developed by BEE
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	N/A

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

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

**Disclaimer/अस्वीकरण**

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

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

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

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



**Last date of submission of Bids: 16<sup>th</sup> May, 2025, 03:00 PM, through GeM only**

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

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## Letter of Invitation

This Request for Proposal (RfP) document is for Engagement of MeitY Empanelled Agency to Provide Cloud Service for Building Energy Efficiency Portals developed by BEE.

The Agency will be engaged by BEE for a period of 2 years, which may be extended to 2 more years, on yearly basis, subject to satisfactory performance of the agency and approval of the competent authority in BEE.

Objective of this RfP is to engage an agency which may provide Managed Virtual servers with secured environment, devices and data center services for hosting of BEE websites/portals:

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

Interested bidders may download the RFP document from the GeM portal or BEE website [www.beeindia.gov.in](http://www.beeindia.gov.in) from 16/04/2025 to 16/05/2025 (till 03:00 PM), agencies are requested to submit their proposals on GEM Portal by 16<sup>th</sup> May 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 by a Meity empanelled CSP or any MSP authorised by Meity empanelled CSP, however, in case of MSP, the acceptance of the bid is subject to approval of the tender evaluation committee.

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 necessary.

The bid must be accompanied with a refundable Earnest Money Deposit (EMD) of INR. 1,00,000/- (Rupees One 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 based on 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: 16<sup>th</sup> May 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](mailto:pankaj.sharma@beeindia.gov.in)

Cc to: [m.anand@beeindia.gov.in](mailto:m.anand@beeindia.gov.in) and [psamal@beeindia.gov.in](mailto:psamal@beeindia.gov.in)



## RfP Key Information

The Bureau of Energy Efficiency (BEE) invites proposal on GeM portal, under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound agencies/ Companies for hiring of Cloud Services Provider for Building Energy Efficiency Portals developed by BEE as under:

*Table- 1: Critical information*

GeM Bid No.	
Availability of RfP Documents (For download)	The RfP document may be downloaded from GeM Portal and BEE Website from <b>16<sup>th</sup> April, 2025</b>
Description	Engagement of MeitY Empanelled Agency to Provide Cloud Service for Building Energy Efficiency Portals developed by BEE
Last Date & time of Submission/uploading of Bids (On GeM Portal)	<b>16<sup>th</sup> May, 2025, 03:00 PM</b>
Cost of the Tender Documents	Nil
Bid Processing Fees	Rs. 5000/- (non-refundable)
Earnest Money Deposit (EMD) (Bid Security)	Rs. 1,00,000/- Exempted for eligible MSMEs, subject to submission of Bid security declaration as per prescribed format
Email IDs for queries / clarification	Email: <a href="mailto:pankaj.sharma@beeindia.gov.in">pankaj.sharma@beeindia.gov.in</a> cc to: <a href="mailto:psamal@beeindia.gov.in">psamal@beeindia.gov.in</a> Landline No.: 011-26766768
Mode of selection	L1 Basis
Type of proposal required	Technical and Financial (2 Packet)
Proposal submission language	English
Bid validity period	120 days after last date of bid submission
Date & Time of Online Opening of Technical Bids	<b>07<sup>th</sup> May, 2025, 01:30 PM</b>
Date & time for opening of Financial Bid for Technically qualified bidders only.	Date & time for opening of Financial Bid will be intimated in due course.
Performance Security	3% of Contract Value (excl. GST)  (Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. It should be in the form of Account Payee Demand Draft from a Commercial Bank or Online Payment NEFT/RTGS)

- (i) Proposals shall be submitted as per the "Instructions to the Bidders" Section.
- (ii) Proposals shall be treated as incomplete and are liable to be summarily rejected if the requested parties do not submit all the documents and supporting documents or do not furnish the relevant details.
- (iii) The validity of the offer shall be One Hundred and Eighty (180) days from the opening of the Technical Proposals.
- (iv) BEE reserves the rights to reject the lowest proposal and to give reason for any decision taken in respect of this Tender including cancellation.

## Section-1: Background and Objective of this RfP

### 1.1 About BEE

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

### 1.2 Building Labelling 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 Eco-Niwas 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 labelling 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 Labelling 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 encourages the building owners and promoters to make energy efficient buildings and further making improvements to make it net zero or net positive energy buildings.

### 1.3 Objective

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

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

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

## Section-2: Scope of Work

### 2.1 Infra Requirement

- (i) There should be a common server for hosting of both the portals.
- (ii) **Project Duration:** Unless terminated earlier, the contract shall expire at the end of Twenty- Four (24) months from the date of work order. Subject to the satisfactory performance of services by the agency, BEE may extend the contract for a further period up to 24 months, (on yearly basis) on same terms and conditions, or with mutually agreed changes.
- (iii) Below are the Infra Requirement for Hosting of BEE Portals:

#### a. Star Rating of Commercial Buildings and Shunya Labelling Portal

Self Rating of Commercial Buildings and Energy Labeling Form								
S. No.	Type of Server	Production Application	Production Database	UAT Application	UAT Database	DR Application	DR Database	Back up
1	Usage Type (Primary/ DR)	Primary				DR		Cloud
2	Deployment Model	Public Cloud						
3	RAM	64	128	32	64	64	128	
4	vCPU	16	16	8	8	16	16	
5	Physical Core to vCPU Ratio	1:2						
6	Operating System	Windows Server 2025 Std. Edition						
7	System Software	IIS 10.0, .Net Framework 4.5 or Higher	MS SQL Server 2022 Std. Edition	IIS 10.0, .Net Framework 4.5 or Higher	MS SQL Server 2022 Std. Edition	IIS 10.0, .Net Framework 4.5 or Higher	MS SQL Server 2022 Std. Edition	
8	Type of Storage Media/ Drive	SSD						
9	CPU Launch Year	2020, Processor-Min frequency of 2.0 GHz						
10	Storage (in GB)	1000	800	700	700	1000	1000	2000
11	Drive Partition	C Drive: 300 GB D Drive (Shared): 700 GB	C Drive: 300 GB D Drive (Shared): 500 GB	C Drive: 200 GB D Drive: 500 GB	C Drive: 200 GB D Drive: 500 GB	C Drive: 300 GB D Drive: 700 GB	C Drive: 300 GB D Drive: 700 GB	
12	Planned Duration in months	24	24	24	24	24	24	

#### b. ECO-Niwas Portal for Residential Buildings

Sl. No.	Type of Server	Production Application Active	Production Database as a Service	DR Application Passive	DR Database as a Service	Backup
1	Usage Type	Primary	Primary	DR	DR	Cloud

	<b>(Primary/DR)</b>					
2	<b>Deployment Model</b>	Public Cloud				
3	<b>RAM</b>	128	16	128	16	
4	<b>vCPU</b>	32	4	32	4	
5	<b>Physical Core to vCPU Ratio</b>	1:2				
6	<b>Operating System</b>	Ubuntu 22.04	Managed by Service Provider	Ubuntu 22.04	Managed by Service Provider	
7	<b>System Software</b>	PHP, JDK	MySQL	PHP, JDK	MySQL	
8	<b>Type of Storage Media/ Drive</b>	SSD				
9	<b>CPU Launch Year</b>	2020				
10	<b>Storage (in GB)</b>	500	250	500	250	<b>850</b>
11	<b>Planned Duration in months</b>	24				24

- (iv) For the other associated items, not specified here, the standards laid by MeitY, or any other concerned department of Government of India, shall be considered. The bidders are advised to adhere the same.

## 2.2 Other terms & conditions

- a. All terms and conditions of the CSP's empanelment with MeitY, are automatically applicable to this Bid and contract thereof.
- b. The AGENCY needs to adhere to all legal, statutory and regulatory requirements as notified by the Government of India from time to time.
- c. Upload Manufacturer authorization: Wherever authorized partner of a MeitY empaneled CSP are submitting the bid, Authorization from the respective CSP for Bid submission against this BID with details such as name, designation, address, e-mail Id, Phone No., etc. are required to be furnished along with the bid.
- d. The specifications for the other associated items/services not mentioned here, should be as per latest guidelines/rules/regulations/advisory issued by the Govt. If there are no such govt. guidelines/rules/regulations/advisory are in place, the best possible shall be adhered by the agency.
- e. The Service Provider will train and transfer the knowledge to the replacement agency of BEE to ensure continuity and performance of services, post expiry of Contract.
- f. Provide support at any time (24 hours a day, 7 days a week) via all possible modes including phone, chat, and email support to BEE and its System Integrator for basic support including setup, deployment and provisioning of cloud services etc.

- g. The CSP team or the AGENCY shall assist BEE team by providing inputs in the areas of solution architecture design, security aspects, scaling guidance and operational support during the preparation and execution of planned events.
- h. BEE reserves the right to configure & utilize the resources as and when required on need basis. There shall be no boundation on part of BEE to utilize each resource for which price% discount factor is discovered through this bidding process. BEE reserves the right to discontinue the services at any time, without giving any reason, after a notice period of 30 days.
- i. BEE reserves the right to discontinue the services, without providing any reason thereof to the selected AGENCY. BEE also reserves the right to utilize any other cloud services, during the contract period, as and when required on need basis without any intimation & assigning any reason thereof to the selected AGENCY.
- j. The AGENCY must also have policies and procedures in place to ensure timely and thorough incident management, as per established IT service management policies and procedure.
- k. Unit rates for Cloud Services offered by the AGENCY to be mentioned as the Annexure to the financial bid. Quantities (Estimated Units) and items/services as mentioned in the BoQ of this bid.
- l. The AGENCY must quote the cost/price (in INR only) against each line item of the BoQ on the GEM portal.
- m. Payment shall be made on actual items/services and quantities ordered/ consumed that may vary from the indicative units/services mentioned in the BoQ of this bid and only on pay per usage model. BEE will pay the bills quarterly.

## Section-3: Instructions to Bidders

1. The AGENCY must comply with each of the below listed eligibility criteria to qualify for the technical qualification and the AGENCY must submit the documents as specified in proper format:
  - a. The BIDDER should be an Meity empanelled CSP. The intended agency shall submit self-certified copy of valid MeitY empanelment certificate of the proposed CSP as part of technical document.
  - b. In case MeitY empaneled CSP is not a BIDDER, the bid may be submitted by an authorized partner of a MeitY empaneled CSP. Bid specific authorization from the respective MeitY empaneled CSP needs to be submitted and a copy should be sent to BEE, within 7 days from the last date of submission of bids. However, BEE reserves the rights to reject the proposals from authorized partner of a MeitY empaneled CSP, without assigning any reason thereof.
  - c. BEE may call or may send email to the CSP, issuing the Bid specific authorization, to validate the details. In case the response from CSP is not received within 2 working days, the authorization letter may be treated as invalid. It is the responsibility of the bidder, to ensure that the authorizing CSP should respond to the email/call, made by BEE, within stipulated time frame.
  - d. BIDDER should not be blacklisted by the specific State Government/State Sector or court of law in the last 3 years.
  - e. The BIDDER should provide the cloud service having the provision of Audit logs of the account activity to enable security analysis, resource change tracking, and compliance auditing.
  - f. The BIDDER should provide the Cloud service which offers secure, durable, highly scalable compute, file storage, object storage, caching, networking for storing and retrieving any amount of data on demand.
  - g. The BIDDER should provide the Cloud service offering the facility for regular and scheduled backup as a managed service.
2. 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.
3. 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.
4. 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.
5. 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.
6. Proposals not conforming to above listed preliminary requirements will be prima facie rejected and will not be considered for further evaluation.
7. 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.

8. **Bid Processing Fees:** All Proposals must be accompanied by a bid processing fee of INR 5,000/- (INR Five Thousand only).
9. **Earnest Money Deposit:** The bid must be accompanied with a refundable Earnest Money Deposit (EMD) of Rs. 1 Lakh (Rupees One Lakh Only).

**Note for point no.-8 and 9:**

- a. 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.
  - b. 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 "(RfP) For Engagement of MeitY Empanelled Agency to Provide Cloud Service for Building Energy Efficiency Portals developed by BEE" and must contains the name of prime bidder.
  - c. The sealed envelope should also indicate clearly the name, address and telephone number of agency to enable the proposal to be returned unopened in case it is declared "Late".
  - d. The Bid Processing Fees and EMD must be reached to BEE office within 7 days from 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.
  - e. 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.
10. **Bid Security Declaration:** Micro and Small Enterprises (MSEs) are exempted from submission of EMD. Further, in lieu of EMD, bidders seeking exemption must submit "Bid Security Declaration" (Format is given in Form-A of this RfP) If any bidder, seeking exemption for submission of EMD, fails to submit "Bid Security Declaration", the proposal shall be rejected, without evaluation.
  16. **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.
  17. **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.

18. **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.
19. **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.
20. 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.
21. **Integrity Pact:** All the participating bidders are compulsorily required to enter 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.
22. **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.
23. 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.
24. **Conditions for Consortium:** Consortium is not allowed for this RfP.
25. **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.
26. If at any stage of qualifying process or during 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 without any compensation to the agency/consultant. BEE shall only deal with the lead member for all the purposes.
27. BEE and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of BEE and/or any of its officers, employees.



Submission of proposal shall be deemed to have been done after careful study and examination of the RfP with full understanding of its implications. BEE has all the rights to change/rescind/cancel the bid at any stage before award of the contract to any AGENCY without any explanation.

28. **Performance Security:** The successful agency will have to submit the Performance Security of amount 3% of the contract value (excl. GST), within 15 days after issuance of letter of award. The Performance Security shall be returned on completion of the project to the satisfaction of BEE. No interest shall be payable by BEE on Performance Security.
29. BEE shall reserve the right to terminate the contract without assigning any reason whatsoever during the contract subject to providing a notice period of 7 days. BEE, post internal approval, may consider pro-rata payment of services provided till the date of termination, only in case of no cause termination.
30. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war/ hostilities, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) or any lockdown or curfew imposed by the Government.
31. Force Majeure shall not include:
  - (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
  - (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in carrying out its obligations hereunder
  - (iii) insufficiency of funds or inability to make any payment required hereunder.

### 3.1 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:

- a. Cover Letter, Bid Processing Fees and EMD details in the format as per **Form-1** of this RfP document.
- b. Any Qualification to PQ Criteria viz. Certificate of incorporation, Agency profile, MSE certificate/UDYAM certificate (if applicable).
- c. 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.
- d. Bid security declaration as per Form-A, if seeking exemption from submission of EMD.

**Note:** The estimated cost or breakup of the quoted amount **must not** be mentioned anywhere in the technical bid. If the quoted amount or any breakup of the quoted amount is mentioned in the technical bid, or financial bid is submitted with the technical bid, the bidder shall be disqualified without evaluating the bid.

### 3.2 Financial Proposal

- (i) The agency must submit the financial proposal in the format given at **Form-2**.
- (ii) The Financial proposal shall be submitted separately and the total lump sum cost (incl. GST) shall be quoted for **24 months**.
- (iii) A detailed breakup (on monthly basis) of the total lumpsum cost must be attached with the Form-B. The breakup mentioned in the RfP is indicative only. The bidder may attach breakup, as per his/her suitability.
- (iv) 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. The monthly basis cost must be entered in such a manner so that the final cost should be matching with financial proposal.
- (v) In case of discrepancy between the cost mentioned on GeM portal and the financial bid, the financial quotation submitted by the agency shall be rejected and bidder shall be disqualified. The EMD submitted by the agency shall be forfeited and in case EMD is exempted, the agency shall be blacklisted for 2 years or the period mentioned in the bid security declaration.
- (vi) The L2 bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the L1 bidder withdraws, or fails to comply with the requirements specified.
- (vii) If L2 bidder, denies to match the L1 cost, or fails to comply with the requirements specified at L1 cost, the L3 bidder shall be offered to match the L1 cost. The process shall be continued to the last bidder, and if denied by all the bidder, the tender shall be cancelled.
- (viii) BEE reserve the rights to take decision regarding issuing contract to successful bidders. In case of any unforeseen issue, the decision may be taken by concerned division in BEE and approved by the competent authority shall be final and acceptable to all the bidders.

## Section-4: Payment Terms

1. The payment of Infra/ Hosting charges will be made on quarterly basis, on services being found satisfactory to BEE. Selected agency shall raise invoice on quarterly basis along with the necessary documents seeking payments.
2. BEE shall process the payment after the receipt of the invoice at the end of each quarter. However, the work schedule shall be adhered and shall not be affected due to payment related process. GST will be paid extra as per the rules of Government of India and should be cleanly spelt in the financial bid.
3. 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 per week of delay subject to maximum of 10% of the total contract value.
4. **Statutory deduction:** The BEE shall make the deduction towards the Income Tax and GST as applicable and shall provide the requisite tax certificates to the agency.
5. Liquidated damages shall be imposed @0.5% per day or part thereof due to not meeting the SLA subject to a maximum of 10% of the contract. Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to BEE under the terms of the contract.

## Form-1: Pro-forma for Cover Letter

(To be furnished on the company letter head of prime bidder)

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

**Sub: Technical Proposal to Provide Cloud Service for Building Energy Efficiency Portals developed by BEE”**

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 Cloud Service for Building Energy Efficiency Portals developed by BEE.

### 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-A: Bid Security Declaration Form

To,

Secretary,

Bureau of Energy Efficiency,

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

R.K. Puram Sector-I, New Delhi -110066

**Sub: – Bid Security Declaration regarding Request for Proposal (RfP) For Engagement of MeitY Empanelled Agency to Provide Cloud Service for Building Energy Efficiency Portals developed by BEE”**

Sir,

The undersigned declares that:

- a. Proposal should not be withdrawn during the validity period or any extension agreed by the agency 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. Agency would not try to influence the evaluation process.
- d. We will not withdraw our 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 we withdraw or modify their bids during period of validity etc., we will be suspended for the time specified in the tender documents.

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 3 years or the period of time specified in the RfP document (whichever is less) 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-2: Financial Bid Proforma

To,

Secretary,

Bureau of Energy Efficiency,

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

R.K. Puram Sector-I, New Delhi -110066

**Sub: – Financial Proposal to Provide Cloud Service for Building Energy Efficiency Portals developed by BEE”**

Sir,

In response to the above-mentioned subject, our financial cost for 24 Months as follows:

Sr. No.	Cloud Service	One Time Set-up Charges (Excl. Taxes)	Charges for 2 Years (Excl. Taxes)	Applicable GST	Total
		(A)	(B)	(C)	(D)
1	Star Rating of Commercial Buildings and Shunya Labelling Portal				
2	ECO-Niwas Portal for Residential Buildings				
3	Charges for associated items, data charges, manpower cost etc. including Other Misc. charges				
	<b>Grand Total</b>				

<b>Total Lump sum Cost (Incl. taxes) (in words)</b>	
---	--

The above cost is inclusive of all charges, required for hosting of both the portals and all other associated cost (like data charges, license cost, manpower cost etc.). The detailed breakup of the quoted amount is attached herewith.

Thanking you,  
Yours faithfully  
(Signature of the Officer)

Seal:

Name :

Designation :

Date :

Place :

Business Address:

**Annexure:** Detailed breakup of the quoted amount

## Detailed Breakup of the quoted amount/financial breakup (Sample)

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

SKU	Description	Quantity in no	Unit Rate	Monthly
<b>Production Application - Star Rating of Commercial Buildings and Shunya Labelling Portal</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Windows			
Storage	SSD Storage Encrypted GB			
<b>Production Database - Star Rating of Commercial Buildings and Shunya Labelling Portal</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Windows			
DB	MS SQL Std			
Storage	SSD Storage Encrypted GB			
<b>UAT Application - Star Rating of Commercial Buildings and Shunya Labelling Portal</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Windows			
Storage	SSD Storage Encrypted GB			
<b>UAT Database - Star Rating of Commercial Buildings and Shunya Labelling Portal</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Windows			
DB	MS SQL Std			
Storage	SSD Storage Encrypted GB			
<b>DR Application - Star Rating of Commercial Buildings and Shunya Labelling Portal</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Windows			
Storage	SSD Storage Encrypted GB			
<b>DR Database - Star Rating of Commercial Buildings and Shunya Labelling Portal</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Windows			
DB	MS SQL Std			
Storage	SSD Storage Encrypted GB			
<b>Other Services</b>				
Firewall	vfirewall 1Gbps			
Public IP	Static IP			
Data Transfer	in GB			
DCCR Replication	Mbps			
Antivirus	EDR			
<b>Backup</b>				
Backup Agent	VBR per GB			
<b>Total</b>				

<b>Management</b>				
Managed Service	24 X 7 X 365 Support	1		

<b>FINAL TOTAL COST</b>		
<b>GST</b>		
<b>FINAL TOTAL COST (incl. GST)</b>		
<b>TOTAL COST (incl. GST) for 24 Months</b>		



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

SKU	Description	Quantity in no	Unit Rate	Monthly
<b>Production Application Active - ECO-Niwas Portal for Residential Buildings</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Ubuntu			
Storage	SSD Storage Encrypted GB			
<b>Production Database as a Service - ECO-Niwas Portal for Residential Buildings</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Ubuntu			
DB	My SQL community			
Storage	SSD Storage Encrypted GB			
<b>DR Application Passive - ECO-Niwas Portal for Residential Buildings</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Ubuntu			
Storage	SSD Storage Encrypted GB			
<b>DR Database as a Service - ECO-Niwas Portal for Residential Buildings</b>				
CPU	vCPU (1:2)			
RAM	RAM			
OS	Ubuntu			
DB	My SQL community			
Storage	SSD Storage Encrypted GB			
<b>Other Services</b>				
Firewall	vfirewall 1Gbps			
Public IP	Static IP			
Data Transfer	in GB			
DCDR Replication	Mbps			
Antivirus	EDR			
<b>Backup</b>				
Backup Agent	VBR per GB			
<b>Total</b>				₹

<b>Management</b>				
Managed Service	24 X 7 X 365 Support	1		₹

<b>FINAL TOTAL COST</b>		
<b>GST</b>		
<b>FINAL TOTAL COST (incl. GST)</b>		
<b>TOTAL COST (incl. GST) for 24 Months</b>		

Total sum of (A) and (B) for 24 Months:

<b>TOTAL COST (incl. GST) for (A)</b>	
<b>TOTAL COST (incl. GST) for (B)</b>	
<b>TOTAL (A)+(B)</b>	

## Indicative BoQ for 2 Applications


Sl. No.	Items	Technical Parameters	Unit	Qty
<b>Compute Services - Virtual Machine</b>				
1	2 vCPU, 2 GB RAM	OS - Ubuntu; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD .	Per VM per Month	1
2	2 vCPU, 4 GB RAM	OS - Ubuntu; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD.	Per VM per Month	1
3	2 vCPU, 8 GB RAM	OS - Ubuntu; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD.	Per VM per Month	1
4	4 vCPU, 8 GB RAM	OS - Ubuntu; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD.	Per VM per Month	1
5	4 vCPU, 16 GB RAM	OS - Ubuntu; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD.	Per VM per Month	1
6	4 vCPU, 16 GB RAM	OS - Red Hat Enterprise Linux; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD.	Per VM per Month	1
7	8 vCPU, 16 GB RAM	OS - Red Hat Enterprise Linux; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD.	Per VM per Month	1
8	16 vCPU, 32 GB RAM	OS - Red Hat Enterprise Linux; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD .	Per VM per Month	1
9		OS - Microsoft Windows Server;		1

	16 vCPU, 64 GB RAM	Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD.	Per VM per Month	
10	32 vCPU, 128 GB RAM	OS - Microsoft Windows Server; Physical core to vCPU ratio 1:2; Usages Type : Non Burstable Production Grade; CPU Launch Year - Beyond 2020 & Minimum 3rd Generation Intel/AMD.	Per VM per Month	1
<b>Managed Containers Service</b>				
11	Container Orchestration	To deploy, scale and manage container-based applications in a cluster environment. Should support service mesh for observability, network and security.	Per Managed Kubernetes Cluster Per Month	1
12	Serverless Kubernetes	POD Config - 4 vCPU, 8 GB RAM (Per Hour)	Per Pod / Month	100
<b>CSP Managed Storage Services</b>				
13	Object Storage. - Hot Tier	Geo Redundant Frequently Accessed 100% Hot Tier Object Storage	Per TB / Month	1
14	File Storage - Hot Tier	Geo Redundant, File Storage on Premium SSD	Per TB / Month	1
15	Object Storage - Cold Tier	Geo Redundant Object Storage - 100% Archival/ Cold Tier	Per TB / Month	1
16	Block Storage for OS and Data Disk Both	Single Volume with single digit millisecond latency, Redundant SSD Block storage with Min 3000 IOPS and 125 MBps throughput	300GB Volume	20
<b>CSP Managed Database as a Services</b>				
17	2 vCPU, 8 GB RAM	Database : PostgreSQL as a Service; Production Grade Non Burstable fully managed database, natively Point in time log retention upto 30 days	Per VM per Month	1
18	4 vCPU, 16 GB RAM	Database : MySQL as a Service; Production Grade Non Burstable fully managed database, natively Point in time log retention upto 30 days	Per VM per Month	1
19	4 vCPU, 32 GB RAM	Database : MySQL as a Service; Production Grade Non Burstable fully managed database, natively Point in time log retention upto 30 days	Per VM per Month	1
20	8 vCPU, 32 GB RAM	Database : PostgreSQL as a Service; Production Grade Non Burstable fully managed database, natively Point in time log retention upto 30 days	Per VM per Month	1
21	8 vCPU, 64 GB RAM	Database : PostgreSQL as a Service; Production Grade Non Burstable fully managed database, natively Point in time log retention upto 30 days	Per VM per Month	1
22	16 vCPU, 128 GB RAM	Database :MS SQL as a Service; Production Grade Non Burstable fully managed database, natively Point in time log retention upto 30 days	Per VM per Month	1
<b>Managed Network &amp; Security Services - Virtual Private Cloud (VPC)</b>				

23	VPN Gateway	Point to Site Connection - 1 with 1.25 Gbps Throughput	Per VPN Connection / Month	1
24	VPN Gateway	Site to Site connection; 1.25 Gbps;	Per VPN Connection / Month	1
25	Content Delivery Network	Outbound Data Transfer (TB/Month) : First 10 TB / Month	Per GB per Month	1
26	Virtual Network	Subnet : yes	Per VN/Subnet per month	1
27	Application Load Balancer	Managed service to provide automated traffic distribution from one entry point to multiple back ends over layer 7 + 1 Million Request and Min 20 Rules	Per ALB per Month	1
28	Web Application Firewall	CSP Managed service to protect Layer7 application attacks like SQL Injection + Min 10 WAF Rules	Per WAF per Month	1
29	Network Firewall	CSP Managed Network Firewall with IPS and Min 5 Gbps Throughput	Per Firewall per Month	1
30	Public IP - Static	Type of IP : Static No. of IPs Needed : 1	Per IP per Month	1
31	Distributed Denial Of Services	DDoS protection against all known infrastructure (Layer 3 and 4) attacks. Should provide always -on detection and automatic inline mitigations, minimize application downtime and latency. DDoS for Minimum 125 Resources (Including VMs, IPs, Database Instances and VPC)	Per Month	1
32	CSP Managed Back Up as a Service	CSP Managed Backup as a Service	1 TB Backup Storage and 25 VM Backup Agent	1
33	Email Notification Service	Virtual Private Cloud (VPC) Email Notification Service No. of Notifications : 100000	100,000 Notification per Month	1
<b>Monitoring Services</b>				
34	Log Analysis	Virtual Private Cloud (VPC); Log Analyzer; Amount of Data to be analyzed (GB) : Upto 5	Per GB per month	1
35	Alarm Services	Virtual Private Cloud (VPC) Number of Metrics configured: 50 , No of alarm: 40	Cost Per Month	1

## 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

 <b>बैंक ऑफ बड़ोदा</b> <b>Bank of Baroda</b>		बी सी प्लेस, दिल्ली B C PLACE, DELHI RTGS / NEFT IFSC CODE: BARB0VJBCPL		जारी की गई तारीख से तीन माह के लिए वैध VALID FOR THREE MONTHS FROM THE DATE OF ISSUE CBS	
				सेविंग खाता / SAVINGS ACCOUNT	
Pay		Or Bearer			
Rupees रुपये		या धारक को			
		अदा करें		₹	
खा. नं. A/c No.		89830100010654			
		FOR BUREAU OF ENERGY EFFICIENCY			
BB/2012/SE		भारत की सभी शाखाओं में समानांतर देय Payable at par at all branches in India		Please sign above	
⑈000001⑈ 1100123081 010654⑈ 31					

## Appendix-II: Format for Integrity Pact

### 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 4<sup>th</sup> 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 raised before him, as and when warranted.
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also

- grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on '**Non-disclosure of Confidential Information**' and of '**Absence of Conflict of Interest**'. In case of any conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case.
  - (7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.
  - (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
  - (9) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
  - (10) If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  - (11) The word 'Monitor' would include both singular and plural.

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

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

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

- (1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing only.
- (3) If the Bidder/ Contractor/ Consultant/ Vendor is in a partnership/ joint venture or a Consortium, this Pact must be signed by all partners or members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- (5) Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in Integrity Pact shall prevail.

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

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

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

-----  
(For & On behalf of the (Principal)

-----  
(For & On behalf of Bidder/ Contractor/Consultant/ Vendor)<sup>1</sup>

(Office Seal)

(Seal/ Stamp)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

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