



Hiring of Retainer Consultancy Agency to Setup Project Management Unit for ADEETIE Scheme.

Request for Proposal

Last Date of Submission:
19/05/2025

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

Contents

1.	Critical Information.....	4
2.	Introduction.....	5
2.1.	About BEE.....	5
2.2.	Background.....	5
2.3.	Scheme Components.....	5
2.4.	Objective.....	5
3.	Scope of Work.....	6
3.1.	General conditions / Guidelines for PMU.....	8
4.	Team Composition and Eligibility Criteria for members:.....	9
5.	PMU Timeline	13
6.	Selection Process	13
6.1.	Pre-Qualification Criteria	13
6.2.	Conditions for Consortium.....	14
6.3.	Preliminary Scrutiny.....	15
6.4.	Evaluation of Proposals	15
6.5.	Methodology of QCBS Selection.....	16
6.6.	Other Important Terms & Conditions	17
6.7.	Financial Proposal.....	17
6.8.	Award of Contract.....	17
7.	Other Conditions.....	19
7.1.	Procedure for Submission of Proposal	19
7.2.	Cost of RfP.....	19
7.3.	Bid Processing Fee.....	19
7.4.	Earnest Money Deposit.....	19
7.5.	Performance Security	20
7.6.	Integrity Pact.....	20
7.7.	Liquidated Damages	21
7.8.	Contents of the RfP.....	21
7.9.	Conflict of Interest.....	21
7.10.	Language of Bids.....	21
7.11.	Confidentiality.....	21
7.12.	Disclaimer	21

7.13 Authorized Signatory (Consultancy Agency).....	22
7.14 Amendment of RfP.....	22
7.15 Documents Comprising the RfP.....	22
7.16 Power of Attorney.....	22
7.17 Force Majeure.....	23
7.18 Contract Agreement.....	23
7.19 Termination of Contract.....	23
7.20 Arbitration.....	23
7.21 IT Infrastructure for deputed manpower at BEE office	24
8. Terms of Payment.....	25
9. Forms to be submitted	26
9.1. Form 1: Letter Pro-forma.....	27
9.2. Form 2: Minimum Eligibility.....	29
9.3. Form 3: Team Composition (PMU).....	30
9.4. Form 4: CV of PMU Team	31
9.5. Form 5: List of Projects implemented by the bidder Organization.....	33
9.6. Form 6: Prior Experience.....	34
9.7. Form 7: Comments and Suggestions.....	36
9.8. Form 8: Approach and Methodology	37
9.9. Form 9: Declaration Form	38
9.10. Format for Financial Proposal	39
9.11 Format for Integrity Pact.....	42

1. Critical Information

1	Availability of Request for Proposal Document	21/04/2025 (Monday)
2	Last Date for acceptance of queries	02/05/2025 (Friday)
3	Date & Time for Pre-bid Meeting	<p>05/05/2025 (Monday), at 03:00PM Online Mode/VC</p> <p>Link:- https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2UyODVkJZDMtNzU1Ni00M2VmLThkMmYtZGNhNDg5MjBkNDdk%40thre ad.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22b58f0a1b-9e71-42b4-a44f-551650f40f4d%22%7d</p> <p>Meeting ID: 487901827089</p> <p>Passcode: Bg3fG3qd</p>
4	Last date for submission of bids	19/05/2025 (Monday), Till 04:00PM
	Date of Presentation	Will be informed later
5	E-mail address for queries	<p>To pshyam.sunder@beeindia.gov.in</p> <p>Cc- n.ahuja14@beeindia.gov.in;</p> <p>richa.10@beeindia.gov.in</p>
6	Date of Opening of Financial Proposal for qualified Bidders	Will be informed by e-mail
7	Contact Person for Clarification	<p>Mr. P Shyam Sunder Director, Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R. K. Puram New Delhi – 110066 Tel No.: -91-11-26766700 Email:-pshyam.sunder@beeindia.gov.in</p> <p>Ms. Richa Project Engineer Bureau of Energy Efficiency richa.10@beeindia.gov.in +91-11-26766700</p> <p>Ms. Nupur Ahuja Project Economist Bureau of Energy Efficiency n.ahuja14@beeindia.gov.in +91-11-26766700</p>

2. Introduction

2.1. About BEE

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

2.2. Background

The Bureau of Energy Efficiency (BEE), under the Ministry of Power, Government of India, is implementing the ***Assistance in Deploying Energy Efficient Technologies in Industries & Establishments (ADEETIE)*** scheme. The ADEETIE scheme aims to enhance energy efficiency in Micro, Small, and Medium Enterprises (MSMEs) by facilitating the adoption of energy-efficient technologies.

In alignment with the Government's budget announcement for 2024-25, the ADEETIE scheme will support MSMEs by offering technical and financial assistance, including interest subvention and capacity building for key stakeholders. BEE is seeking to engage a Project Management Unit (PMU) to assist in implementing the scheme efficiently and effectively.

2.3. Scheme Components

- a) **Interest Subvention:** The scheme provides a 5% interest subvention on loans subject to the condition that the minimum interest paid by the beneficiary does not fall below 2%. The pay-back period of the technologies should preferably be less than four years.
- b) **Technical hand-holding support:** The scheme will assist MSMEs for conducting Investment Grade Energy Audits (IGEA), Preparation of bankable Detail Project Reports (DPRs), assistance in financial due diligence for eligible the project.
- c) **Capacity building and outreach activity:** Conduct nationwide capacity building activities to promote the scheme at focused clusters. Strengthen the relation with Financial Institutions, Industrial Associations, State Designated Agencies, District-Level Industry Centers.

2.4. Objective

The primary objective of constituting a PMU is to assist and ensure the implementation, monitoring, and evaluation of the ADEETIE scheme, thereby enhancing the energy efficiency of MSMEs in India. The PMU will act as the technical and implementation partner responsible for evaluating energy efficiency (EE) projects, managing project financing, and ensuring adherence to scheme guidelines.

- a) Promote the scheme and its benefits to stakeholders in the focused clusters. Create awareness on industrial energy efficiency and best practices in the clusters.

- b) Provide assistance to MSMEs in conducting Investment-Grade Energy Audits (IGEA).
- c) To support the preparation of Detailed Project Reports (DPR) for energy efficiency upgrades.
- d) Handhold MSMEs in adopting appropriate technologies and energy efficient measures assisted with financial instruments.
- e) To ensure proper Monitoring and Verification (M&V) of the implementation of energy efficiency measures.
- f) Coordinate with nodal agency/ministry for scheme implementations

3. Scope of Work

The PMU agency will be responsible for conducting the following activities under the ADEETIE scheme:

I. Establishment of PMU at BEE

The Agency will constitute competent Project Management Unit (PMU) with members (**defined in section 4.0**) to operationalize the ADEETIE scheme, assisting Bureau of Energy Efficiency and Ministry of Power.

II. ERP Development

The PMU agency will bring or engage a skilled IT agency to develop and maintain an Enterprise Resource Planning (ERP) system with a web-based interface to effectively manage the interest subvention scheme for the Micro, Small, and Medium Enterprises (MSME) sector.

- a. Designing and developing a user-friendly web-based interface that allows seamless interaction for all stakeholders, including MSMEs, financial institutions, and BEE officials.
- b. Develop multi-user interface modules for application submission, technology implementation monitoring, verification, approval, and disbursement of interest subvention.
- c. Integrating functionalities to track and manage the status at various stages (technical and financial)
- d. Information Management- The system should include robust features for managing and updating information from various users and stakeholders
- e. ERP system must be hosted on a server. The minimum specification of the server is enclosed in the general guidelines.

Other Technical, Safety Audits and Compliance Requirements are provided in (**Annexure I: ERP Guidelines**)

III. Operational Assistance in the scheme

- a. The agency will assist MoP/BEE in empanelment of Energy Auditing Agencies/Certified energy auditors, energy managers for the scheme.
- b. The team should provide guidance to the empaneled Energy Auditing Agencies/Certified energy auditors, energy managers for conducting IGEA/DPR/M&V of the implemented technologies/measures.

- c. Study/examine the IGEA/DPRs/M&V reports and report to BEE/MoP for further discussion and seek approval of the same.
- d. Coordinate with suitable bank and/or existing relationship banker of the enterprise for successful lending process.
- e. Coordinate with nodal bank of the scheme for all due diligence to onboard the project in the MIS system
- f. Periodically monitor the progress of the scheme
 - Prepare cluster level monthly and quarterly progress report illustrating the scheme implementation developments.
 - Facilitate for convening regular committee meetings (Steering, Implementation and Technical), inviting the chair and other members. PMU shall be responsible for all meeting related documentations (Presentations, Reports, and Minutes of the Meeting and Action taken reports) and circulation of the same to each committee before and after the meeting appropriately
- g. PMU shall conduct periodic evaluations to measure the impact of the ADEETIE scheme on energy savings, reduction in greenhouse gas emissions, and overall improvements in MSME competitiveness.
- h. Draft the replies to all public grievances/RTIs and any other information sought by public. Assist BEE/MoP to close the public grievances/RTIs at information portals
- i. Maintain an up-to-date FAQs section and knowledge base on the portal to address frequently asked questions and provide guidance on the application and project processes.
- j. Ensure the MIS portal adheres to the highest standards of cybersecurity and data privacy to protect sensitive data submitted by MSMEs, financial institutions, and other stakeholders.
- k. The PMU agency is to make reports as defined in scope of work and submit the same as per timelines defined in the contract.

IV. Conducting Outreach Activities for promotion of the scheme

The project team will collaborate with Cluster Level Industry Associations, Sectoral Associations, MSME units, SDAs, District Industry Centers (MSME-DICs), Financial Institutions, MSME-DFO, Auditing Firms, and other relevant agencies/departments to promote the scheme and build nationwide awareness. The team will pursue a comprehensive outreach strategy that includes a variety of awareness programs such as workshops, conferences, vendor interfacing events, and technology-policy focused sensitization programs at the cluster level. The following outlines the major components of the work:

A. Capacity Building and Outreach Activities

- i. Develop quarterly plan for all awareness activities aimed at increasing awareness and engagement with the scheme.
- ii. Within six months from the date of issuance of LoA, the agency is required to conduct 60 cluster-level workshops aimed at increasing awareness and engagement with the scheme. Additionally 60 workshops specifically focused on capacity building for bankers to ensure

they are well-equipped to support MSME initiatives.

- iii. Assistance in host 2 national-level summits to bring together stakeholders, share best practices, and further the objectives of the scheme.

iv. ADEETIE Help Line

- Establish a dedicated ADEETIE Help Line, including support via email and telephone, to assist MSMEs with their queries and provide ongoing guidance.
- All communications through the Help Line will be systematically recorded.
- A detailed report of these communications will be prepared and submitted quarterly to the Project Monitoring Committee, BEE, and MoP.

3.1. General conditions / Guidelines for PMU

- a) The PMU agency shall deliver all the necessary services in full as desired and on time.
- b) Core team of the PMU team should be stationed at BEE office (New Delhi) or as per directions of BEE.
- c) The agency needs to ensure the manpower defined in the PMU should be constituted within 45 days of Signing of Contract/LoA issued.
- d) Based on the requirements of MoP, the number of experts in PMU may increase, which the agency shall provide on a pro-rata basis under the same terms & conditions within 30 working days.
- e) The PMU agency shall provide replacements for experts not found suitable by BEE or those who do not report for duty within 15 working days.
- f) The agency shall be equipped with necessary IT infrastructure such as laptops, desktops, printers (standalone and centralized), projectors & display devices for official meetings, or other office infrastructure support with all licensed authentic software (such as Windows, MS Office, etc.) for the entire PMU workforce.
- g) All cluster level workshop should be convened at 3-star hotel or equivalent and observe minimum participation of 50 representatives/stakeholders from SDAs/MSMEs/Association/Technology Providers
- h) All travel, boarding, and lodging expenses will be reimbursed as per government norms. The agency shall obtain prior approval before making any visits under the program.

4. Team Composition and Eligibility Criteria for members:

The bidder must provide a separate dedicated team as per the composition below:

Sr. No.	Team	Enhanced Minimum Qualification	Nos	Minimum Years of Experience
4.1	Program Manager (Available at BEE on need basis)	Essential: <ul style="list-style-type: none">a. Graduate in Engineering from a recognized University or Institution. Postgraduate/MBA would be advantageous.b. Accredited/Certified Energy Auditor by BEEc. Must have worked in at least 5 MSME sectors on energy efficiency/technology upgradation projectsd. Experienced in preparation of IGEA and DPRs for industrial establishments.e. Must have at least 10 years of experience in a leadership role for implementing technical and financial projects for industrial establishments.f. Must have experience of managing at least team of 10 membersg. Demonstrated managerial and Coordination with the government & project proponent & implementation agency/PMU, coordination with industries & other stakeholders and Government officials and the team.h. Experience of National & State level policy implementation in India in MSME sector on Energy Efficiency & Emission reduction.	01	15
4.2	Team Leader (Technical) (Available at	Essential: <ul style="list-style-type: none">a. Graduate in Engineering from a recognized University or Institution. Postgraduate/MBA would be advantageous.	01	10

Sr. No.	Team	Enhanced Minimum Qualification	Nos	Minimum Years of Experience
	BEE on need basis)			
		<ul style="list-style-type: none"> b. Certified Energy Auditor by BEE c. Must have worked in at least 5 MSME sectors on energy efficiency/technology upgradation projects d. Experienced in preparation of IGEA and DPRs for industrial establishments. e. Must have at least 5 years of experience in a leadership role for implementing technical and financial projects for industrial establishments. f. Demonstrated managerial and Coordination with the government & project proponent & implementation agency/PMU, coordination with industries & other stakeholders and Government officials and the team. 		
4.3	Team Leader (Finance) (Available at BEE on need basis)	Essential <ul style="list-style-type: none"> a. Graduate in Economics/ Finance/ Commerce. b. Masters (Economics/ Finance/ Commerce) or MBA (Finance), CA/CFA from a recognized University or Institute would be advantageous c. Experience in financial evaluation of technology upgradation, green, climate change, projects. d. Skilled in assessment of financial cash flows of projects related to Energy efficiency or Renewable energy or Climate financing e. Experience in financing for industrial technology implementation projects Data analysis & related analytical knowledge	01	10

4.4	Team Member (Technical)	Essential: <ul style="list-style-type: none"> a. Graduate in Engineering from a recognized University or Institution in Electrical/Electronics/ Mechanical/Chemical/Production/Instrument Engineering from a recognized University or Institute b. Certified Energy Auditor/Manager c. Must have 5 years of experience in Energy efficiency/technology upgradation projects. Including preparation of IGEA and DPRs for industries especially in MSMEs. 	06	5
4.5	Team Member (Finance)	Essential <ul style="list-style-type: none"> a. Graduate in Economics/ Finance/ Commerce. b. Masters (Economics/ Finance/ Commerce) or MBA (Finance), CA/CFA from a recognized University or Institute would be advantageous c. Experience in financial evaluation of energy efficiency projects. d. Minimum experience of 5 years which should include due diligence of projects & related experience commensurate with the assignment, roles and responsibilities expected to be handled by the candidate specifically in the areas of Energy Efficiency & Climate change. e. Experience in mobilizing investments, financial analysis of projects, assessment of financial cash flows of projects f. Data analysis & related analytical knowledge 	06	5

4.7	Secretarial Staff (to be deputed in BEE)	<ul style="list-style-type: none"> a. Any graduate with 3 years of experience as secretarial staff/ personal Assistant under any senior officer of any unit of any technical organization. b. Performed duties to assist senior level staffs for record keeping, all official works, administrative services, logistic support, etc. c. Posses' good communication skills, conversant with both Hindi and English d. Skills in shorthand & typing, conversant on working with computers (Proficient with MS Office) e. Data & record keeping 	01	3
4.8	IT Team member (to be deputed in BEE)	<ul style="list-style-type: none"> a. Bachelor's or Master's degree in Engineering, Technology, Computer Science, or related fields b. Assisted for at least three MIS/ websites/portals c. Experienced in software development and management of MIS, IT security. d. Involved in development of at least three major government websites/portals. 	01	5

- All personnel deployed or stationed under the Project Management Unit (PMU) at the Bureau of Energy Efficiency (BEE) shall be on the permanent payroll of the bidder agency.
- The bidder must submit the Curriculum Vitae (CV) of the Project Manager (1), Team Leaders (1 technical and 1 financial) in the prescribed format (Form 4), with separate forms for each individual. While bidding, all proposed personnel must be on the permanent payroll of bidding agency.
- The bidder shall commit the team proposed in their submitted proposal to the project for a minimum period of six (6) months from the date of issuance of Letter of Award (LoA). No changes or substitutions to the proposed team members shall be allowed during this period, except in cases of resignation, illness, or other circumstances beyond the control of the bidder. In such exceptional cases, the bidder must provide a replacement with equivalent or superior qualifications and experience, subject to the approval of the contracting authority.
- Post-issuance of the Letter of Award (LoA), if any Team Leader or Team Member is found contributing to other projects of BEE or any other assignment, it will be considered a breach of contract terms, and appropriate action shall be taken.
- The CVs of the remaining team members (as per section 4) with relevant experience shall be submitted to BEE within 30 days from issuance of LoA for consideration. All team members must be on the payroll of bidder before placement and induction into the program.
- In the event that any PMU team member leaves the project before its completion, the bidder must replace the individual with a candidate possessing equal or higher qualifications and experience within 15 days (including non-working days).

5. PMU Timeline

- The contract shall be awarded for a period of three years, covering FY 2025-26 to FY 2027-28.
- The Ministry of Power (MoP) / Bureau of Energy Efficiency (BEE) shall review the project's outcomes. Based on mutual consultation, the PMU setup may be revised and extended on an annual basis until FY 2030-31.
- Beyond the initial three-year contract period, the disbursement of interest subvention shall continue as required for the extended period.

6. Selection Process

6.1. Pre-Qualification Criteria

The consultancy agency interested in undertaking this assignment shall preferably meet the following criteria:

1. The bidding agency/firm/company must be registered or incorporated in India and should have a pan-India presence with a minimum manpower strength of 100 or more.
2. The bidding agency must have a minimum of **7 (Seven) years** of experience in the **MSME sector/Energy Efficiency/ Emission Reduction/Climate Change**-related activities in industries.
3. The bidding agency must have undertaken projects in **5 (Five) MSME sectors** listed in **Annexure-1** within the last **10 (ten) years**.

4. The bidding agency **must not be involved in any major litigation** that could affect or compromise the delivery of services under this contract.
5. **IT related services:**
 - The bidder/consortium partner must have at least 5 years of demonstrated experience in the development, implementation, and support of ERP systems, web-based ERP solutions, and MIS portals.
 - Demonstratable proficiency in designing and developing integrated ERP systems, web-based ERP solutions, and MIS portals, including system customization, data integration, and secure access controls.
6. The bidding agency must have a minimum annual turnover of INR 56 Crore (fifty six Crore) in each of the last three (3) financial years: FY 2021-22, FY 2022-23, and FY 2023-24.
7. The bidding agency must not be blacklisted by any Central/State Government or Public Sector Undertaking (PSU) in India.

6.2. Conditions for Consortium

Permitted Scope:

- Joint Ventures (JV) / Consortiums shall be allowed, where in 75% of the manpower must be with the lead bidding agency, rest may be managed from consortium partner.
- Additionally, the bidding agency may also opt for IT related agency as partner
- A maximum of three agencies/firms can form a consortium.
- A formal agreement between the consortium partners must be submitted along with the proposal.
- The organization submitting the proposal shall be considered the lead agency.
- Non-submission of the consortium agreement document shall result in disqualification.
- Consortium partner firms cannot submit separate bids if they are already part of a consortium bid.
- If any such discrepancy is found, both the consortium bid, and the individual bids of the firms will be rejected.
- The consortium partner must not be involved in any major litigation that could affect or compromise the delivery of services under this contract.
- The consortium partner must not have been blacklisted by any Central/State Government or Public Sector Undertaking (PSU) in India.

Consequences of Misrepresentation:

- If, at any stage during the qualification process or the contract period, any suppression or falsification of information is discovered, BEE reserves the right to:

- Reject the proposal, or
- Terminate the contract without any compensation to the consortium or its member agencies/firms.

6.3 Preliminary Scrutiny

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

Proposals not conforming to these requirements will be rejected

6.4 Evaluation of Proposals

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

Sl. No	Category	Max. Marks	Criteria
(i)	Turnover	5	a) Turnover less than Rs 60 crores: 1 Marks b) Turnover \geq Rs 60 crores & < Rs 100 crores: 3 Marks c) Turnover >Rs 100 crores: 5 Marks
PMU Team			
(ii)	Project Manager (No. of Projects)	15	No of projects related to experience mentioned in 4.1: between 2-3: 5 marks Between 4 -5: 10 Marks More than 5: 15 marks
(iii)	Team Leader (Technical -1 nos) (No. of Projects)	20	No of projects related to experience mentioned in 4.2: Up to 5: 10 marks More than 5: 20 marks
(iv)	Team Leader (Finance -1 nos) (No. of Projects)	10	No of projects related to experience mentioned in 4.3: Between 2-3: 5 marks More than 3: 10 marks
Agency/ Firm Experience & Manpower			
(vi)	Number projects similar to as mentioned in 3.0 & 6.1	20	Each Project will have 2.5 marks subject to maximum of 20 marks
(vii)	Number of years of experience in energy efficiency projects	5	Year <7 nos: 0 marks Year >7<15 nos: 3 marks Year >15 nos: 5 marks
(vii)	Number of years of experience in financing energy efficiency /technology projects	5	Year <7 nos: 0 marks Year >7<15 nos: 3 marks Year >15 nos: 5 marks
(viii)	Number of years of experience in ERP/IT projects	10	Each Project will have 1 mark subject to maximum of 10 marks
(ix)	Skilled Employees on Roll of the company/agency	5	Manpower <100 nos: 0 marks Manpower >100<200 nos: 3 marks Manpower >200 nos: 5 marks
Approach & Methodology			

Sl. No	Category	Max. Marks	Criteria
(x)	Self-contained proposal on approach & methodology proposed to be followed as per the Scope of Work defined in Section 3.0 of this RfP	5	Average of marks from all the reviewers in the tender Committee (max 5 marks) (Subjective assessment)
TOTAL TECHNICAL SCORE		100	

Only those bidders whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score.

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

6.5 Methodology of QCBS Selection

Quality and Cost Based Selection, under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy percent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the Consultancy Agency shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = (C_{low} / C) * X + (T / T_{high}) * (1 - X)$$

where,

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids X = weightage for the Price as specified in the RfP

A committee will evaluate the above proposals (technical and financial) based on the qualifications specified below and as per clause 6.3.1 of the RfP:

- a) Past experience of carrying out the similar assignment inline to the detailed scope of work as mentioned in clause 3
- b) Approach & Methodology
- c) In case of a consortium, nos. of partner organizations should not be more than 2. The organization submitting the proposal would be considered as the major one and would be nodal contact point for BEE for all the matters related with this RfP

The separate sealed envelopes contain technical and financial proposals to be submitted:

To,

The Secretary,

Bureau of Energy Efficiency (Govt of India, Ministry of Power)

4th Floor, Sewa Bhawan, R. K. Puram, New Delhi.

Pin No.-110066

6.6 Other Important Terms & Conditions

1. This is an open tender.
2. The work shall be carried out as per the finalized time schedule and requirements of BEE.
3. Any kind of deviation from any activities as stated under Section 3.0 (Scope of work) of this RfP without the knowledge and prior consent of BEE, will liable for no payment against the work allotted.

6.7 Financial Proposal

1. Agencies /firms shall submit the financial bid, clearly indicating the total cost of service in both figure and words, in Indian INR. In the event of any difference between figures and words, the amount indicated in words will be taken in account. In the event of difference between the arithmetic total and the total shown in the financial proposal, the lower of the two shall be taken into account.
2. All the cost associated with the assignment shall be included in the financial proposal. These shall normally cover remuneration for all the personnel, accommodation etc. The total amount indicated in the financial proposal shall be without any condition attached or subjected to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and liable to be rejected.
3. The financial proposal shall indicate all GST applicable separately. For the avoidance of doubt, it is clarified that all taxes including GST shall be deemed to be excluded for the rate quoted. Further all payment shall be subjected to deduction of taxes at source as per applicable laws.

6.8 Award of Contract

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

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

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

7. Other Conditions

7.1 Procedure for Submission of Proposal

The Consultancy Agency should submit following documents:

- a) The Bidder must submit one original bid documents and one soft copy of the technical proposal documents (in searchable pdf form) duly signed by the authorized signatory of the Bidder.
- b) The technical proposal should be in a separate envelope super scribed with the wordings “Technical Proposal for “Hiring of Retainer Consultancy Agency to Setup Project Management Unit for ADEETIE Scheme.
- c) One Hard Copy of Financial Proposal (in another separate sealed envelope), in ORIGINAL with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be super scribed with the wordings “Financial Proposal for “Hiring of Retainer Consultancy Agency to Setup Project Management Unit for ADEETIE Scheme”
- d) Demand Draft for the bid processing fees and EMD should be with ORIGINAL bid documents in separate envelope. The sealed envelope should be super scribed with the wordings Bid processing Fee and EMD for “Hiring of Retainer Consultancy Agency to Setup Project Management Unit for ADEETIE Scheme” and name of Bidder Organization.

7.2 Cost of RfP

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

7.3 Bid Processing Fee

All bids must be accompanied by a bid processing fee of ₹5,000 (Five Thousand Rupees only) through NEFT/RTGS only, in favor of “Bureau of Energy Efficiency, New Delhi” for applying for the task. The Bank Details for NEFT/RTGS is attached annexure.

7.4 Earnest Money Deposit

An Earnest Money Deposit (EMD) of **₹39,00,000 (Thirty-Nine Lakhs Rupees only)** is to be deposited through NEFT/RTGS only, in favor of “Bureau of Energy Efficiency” payable at New Delhi. Bank Details for NEFT/RTGS is attached Annexure. This should be enclosed in the same cover as that of the Technical Bid & super scribed with the wordings ‘EMD’ for “Hiring of

Retainer Consultancy Agency to Setup Project Management Unit (PMU) for ADEETIE Scheme”.

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

- EMD will not carry any interest.
- EMD will be forfeited if:
 - A bidder withdraws from the tender, or amends its tender, or impairs, or derogates from the tender in any respect within the validity period of his tender.
 - A bidder having been notified of the acceptance of his tender by BEE during the period of its validity.
 - Fails to furnish the performance security within the specified period for the due performance of the contract, or
 - Fails or refuses to accept/execute the contract.
- EMD submitted by the unsuccessful bidders would be returned without any interest on completion of the tender process, i.e., after award of the contract.
- EMD of the successful bidder would be returned without any interest after receipt of the Performance Security as per the terms of the contract.
- Bids received without EMD will be rejected.

7.5 Performance Security

The successful bidder would be required to deposit an amount equivalent to 3% of the value of the contract. This should be furnished through the Demand Draft in favor of “**Bureau of Energy Efficiency**”, payable at Delhi. The Performance Security amount furnished by Demand Draft will be returned without interest within 60 days of completion of all obligation under the contract. The Performance Security will be returned after adjusting for penalties on account of deficiencies, if any, in the performance of the contract.

7.6 Integrity Pact

All the participating bidders are compulsorily required to enter into Pre-bid/ Pre contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (Copy of the Integrity Pact is enclosed as per Section-9.12). The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the parties. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

7.7 Liquidated Damages

If the manpower provided by the hired agency for BEE's PMU, stationed at BEE or any other location designated by BEE for the purpose of this contract is found unavailable for more than 2 weeks in continuation in any quarter during the effective contract period. The agency hired shall attract Liquidated Damages at the rate 2.5% of the total cost of all resources per week subject to a maximum of 10% of the total contract value.

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

7.8 Contents of the RfP

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

7.9 Conflict of Interest

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

7.10 Language of Bids

The Bids prepared by the Consultancy Agency and all correspondence and documents relating to the bids exchanged by the Consultancy Agency and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Consultancy 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 bid, the English translation shall govern.

7.11 Confidentiality

BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Consultancy Agency who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Consultancy Agency would be allowed to use the data or share the information with anyone else, except for the BEE.

BEE shall hold the copyrights over any of the data collected or compiled during the course of the awards.

7.12 Disclaimer

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

with any omission, negligence, default, lack of care or misrepresentation on the part of BEE and/or any of its officers, employees.

7.13 Authorized Signatory (Consultancy Agency)

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

7.14 Amendment of RfP

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

7.15 Documents Comprising the RfP

The proposal prepared by the Consultancy Agency shall comprise the following components:

- (i) Form 1: Letter Pro-forma
- (ii) Form 2: Minimum Eligibility
- (iii) Form 3: Team Composition
- (iv) Form 4: CV of PMU team members
- (v) Form 5: List of Projects implemented by the bidder organization
- (vi) Form 6: Prior Experience
- (vii) Form 7: Comments and Suggestions
- (viii) Form 8: Approach and Methodology
- (ix) Form 9: Declaration Letter
- (x) Bid processing fee of ₹5,000 (Five Thousand Rupees only)
- (xi) Earnest Money Deposit (EMD) of ₹39,00,000 (Thirty-Nine Lakhs Rupees only)
- (xii) Financial Proposal (in separate sealed envelope)

7.16 Power of Attorney

Registered Power of Attorney executed by the Consultancy Agency in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP.

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

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

7.17 Force Majeure

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

7.18 Contract Agreement

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

7.19 Termination of Contract

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

7.20 Arbitration

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall at the first instance be settled amicably through direct negotiations.

In the event, that the Dispute is not resolved within thirty (30) calendar days of such reference, either Party may refer the Dispute to arbitration in accordance with the provisions specified below.

Arbitration: Either Party may refer the Dispute for arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and its amendments thereto from time to time by a sole arbitrator collectively and mutually appointed by the Parties.

The seat and venue of the arbitration shall be New Delhi, India. The language of the arbitration shall be English. Any award made in any arbitration held pursuant to this Clause shall be binding on the Parties.

7.21 IT Infrastructure for deputed manpower at BEE office

All the electronic gadgets like Laptops, Printers, Scanners or other IT related hardware and software as per requirement shall be borne by the agency.

8. Terms of Payment

The payments will be made against the performance during the quarter and indicator level achievements as illustrated in the table below.

The agency shall raise invoice on quarterly basis along with quarterly report for seeking payments.

		Year 1				Year 2				Year 3			
	Q1	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Submit performance guarantee	<input type="checkbox"/>												
CVs of the team members	<input type="checkbox"/>												
Deployment of Manpower as per section 4.0	<input type="checkbox"/>												
Signing of MoUs with Industry associations	<input type="checkbox"/>												
Empanelment of agencies for IGEA/M&V	<input type="checkbox"/>												
Creation and operate ADEETIE Helpline	<input type="checkbox"/>												
Development and operationalize ERP Portal	<input type="checkbox"/>												
Release of Interest Subvention (Rs Cr)		72.15				199.03				288.88			
Conduct National-level summits									1				1

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

Payment associated to manpower will be made at the end of each quarter, after approval of the reports and accomplishment of quarterly targets, mentioned in the table above.

If the agency fails or deviates 20% below of envisaged annual interest subvention disbursement targets, a penalty of maximum 10% will be imposed in the fourth quarter for each year.

The PMU agency have to quote a fixed monthly retainership fees in the Financial Proposal for providing PMU Services. The PMU agency is required to quote monthly rate for all manpower & other resources collectively (as in Format 9.11 of financial proposal). Completion of Contractual formalities by the Agency/firm would be an essential requirement for claiming any payment. The Agency/firm shall be entitled to get payment on quarterly basis.

Travelling, Boarding & Lodging expenses, for outstation travel (i.e., outside N.Delhi), shall be reimbursed by BEE to the PMU agency separately on quarterly basis for the persons required to travel.

9. Forms to be submitted

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

9.1. Form 1: Letter Pro-forma

To

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

Sub: Hiring of Retainer Consultancy Agency to Setup Project Management Unit (PMU) for ADEETIE Scheme

Sir/ Madam,

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

Our correspondence details are:

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

We have enclosed the following:

- Form 1: Letter Pro-forma
- Form 2: Minimum Eligibility
- Form 3: Team Composition
- Form 4: CV of PMU team members
- Form 5: List of Projects implemented by the bidder organization
- Form 6: Prior Experience
- Form 7: Comments and Suggestions
- Form 8: Approach and Methodology
- Form 9: Declaration Letter

- Bid processing fee of ₹5,000 (Five Thousand Rupees only)
- Earnest Money Deposit (EMD) of ₹39,00,000 (Thirty-Nine Lakhs Rupees only)
- Financial Proposal (in separate sealed envelope)
- Notarized Power of Attorney executed by the agency in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP.

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

Thanking you,

Yours faithfully

(Authorized Signature of the Agency)

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

Witness		Consultancy Agency	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.2. Form 2: Minimum Eligibility

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

* Enclose a copy of Registration document

**Enclose a copy of Audited Financial Statement

Witness:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.3. Form 3: Team Composition (PMU)

Sr. No	Name of Person	Role (Project Director/ Team Leader/ Team Member (Technical)/ Team Member (Finance)/ ¹	Year of relevant experience ²	List of projects ³
				1. 2.
				1. 2.

¹Role of the person in this project

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

³ List of projects related to Clause 4 of the RfP and same should be depicted in the attached CV of the person

9.4. Form 4: CV of PMU Team

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

FORMAT

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

Name of Degree	Year	Name of Institution

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

10. Languages

Language	Speak	Write	Read

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

Agency/firm /Organization	From - To	Designation/Role in project

12. Projects undertaken

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

13. Certification:

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

_____ Date: _____

[Signature of Candidate]

Day/Month/Year

Full name, Signature and designation of authorized representative:

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

Type of Projects	List of Projects
Projects related to (Clause 4 of RfP) for MSMEs	1. 2. 3.
Projects related to (Clause 4 of RfP) for Industries	1. 2.
Any Other relevant Project	1. 2.

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

9.6. Form 6: Prior Experience

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

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

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

Witness:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.7. Form 7: Comments and Suggestions

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

(Maximum 2 Pages)

Witness:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.8. Form 8: Approach and Methodology

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

Witness:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.9. Form 9: Declaration Form

Declaration Letter on official letter head stating the following:

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

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

Witness:		Consultancy Agency:	
Signature		Signature	
Name		Name	
Address		Designation	
		Company	
Date		Date	

9.10. Format for Financial Proposal

(Should be sealed separately from technical proposal and super scribed **Financial Proposal for**
“Hiring of Retainer Consultancy Agency to setup Project Management Unit (PMU) for ADEETIE
Scheme”

[Location, Date]

FROM: (Name of Agency/firm)

TO

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

Sub: “Hiring of Retainer Consultancy Agency to Setup Project Management Unit (PMU) for
ADEETIE Scheme”

Sir/ Madam,

I / We, the undersigned, offer to provide the consulting services for the above in accordance
with your Request for Proposal dated [Date], with our Technical and Financial Proposals.

Our attached Financial Proposal is for “Hiring of Retainer Consultancy Agency to Setup Project
Management Unit (PMU) for ADEETIE Scheme” is as below:

Sr No	Description	No. of persons	Total remuneration Monthly	Total remuneration for 3 years (Rs in figures)	Total remuneration for 3 years (Rs in words)
Component -1 (PMU Manpower Support)					
1	Project Director	01			
2	Team Leader (T)	01			
3	Team Leader (F)	01			
4	Team Member (Technical)	06			
5	Team Member (Finance)	06			
6	Secretarial Staff	01			

7	IT Expert	01			
TOTAL (1-7)	Manpower	17			
Component -2 (Portal Development)					
8	MIS/ portal Development*	Lumpsum			
9	Maintenance of MIS/ portal	Lumpsum			
Component -3 (Variable Cost)					
10	Other Variable Cost	Lumpsum		LUMPSUM COST (Rs in figures)	LUMPSUM COST (Rs in words)
10a	Cluster Level Workshops (60)	Lumpsum			
10b	Capacity Building to Bankers (60 Workshop)	Lumpsum			
10c	National Level Summits (2)	Lumpsum			
	GRAND TOTAL (1-10)				

Note:

The estimated numbers of workshops are tentative & the payment shall be made on actual numbers conducted.

- Maximum cost of conducting cluster level workshops and must not exceed 1.25 Lakh per event
- Maximum cost of conducting capacity building to bankers must be limited below 1.0 lakh/event

Any additional manpower required by BEE; the agency will provide the manpower support based on the above quotes.

All payments will be made on quarterly basis at the end of each quarter. Other variable cost will be paid as per actuals upon submission of bills/reports/invoices/other documents.

Grand Total (Rs) [Amount in words and figures].

**** Financial quote should be exclusive of all taxes levies and duties as applicable on the last date of submission of bids, any non-compliance will liable for rejection of the bid. Each Stage of payment will be released on submission of the deliverables as mentioned.***

**Note: GST will be paid extra as per the rules of Government of India and should be clearly spelt in the financial bid.*

Our financial proposal shall be binding upon us subject to the modifications resulting from Pre-bid, and are valid up to 4 years from the date of opening of financial bids.

We confirm that, contract may be cancelled at any stage by Bureau of Energy Efficiency without giving any reason and will be completely binding on us. We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature

Name and Title of Signatory

Name of the Agency/firm

Seal

9.11 Format for Integrity Pact

Integrity Pact

(Refer clause 7.6 of the RfP Document)

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

This Integrity Pact is made at _____ on this _____ day of 20__.

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/ Consultancy Agency/ 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/ Consultancy Agency/ 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/ Consultancy Agency/ 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/ Consultancy Agency/ Vendor

The Bidder/ Contractor/ Consultancy Agency/ 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/ Consultancy Agency / Vendor will not directly or through any other person or Agency/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/ Consultancy Agency / 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/ Consultancy Agency / Vendor will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts. Further, the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / Vendor of a foreign origin shall disclose the name and address of its Agents/ Representatives in India, if any. Similarly, the Bidder/ Contractor/ Consultancy Agency / 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/

Consultancy Agency / Vendor. Also all the payments made to the Indian Agent / Representative have to be in Indian Rupees only.

- (e) The Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / Vendor from the tender process.
- (2) If the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / Vendor shall be final and binding on the Bidder/ Contractor/ Consultancy Agency / Vendor, however, the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/

Consultancy Agency / Vendor could be revoked by the Principal if the Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency's/ Vendor's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Consultancy Agency / 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/ Consultancy Agency's/ Vendors/ Subcontractors

- (1) The Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency s 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/ Consultancy Agency / Vendor/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Consultancy Agency / Vendor or Subcontractor, or of an employee or a representative or an associate of a Bidder/

Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / Vendor. The Bidder/ Contractor/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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/ Consultancy Agency / 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 be subject to Arbitration (Refer Clause 7.20 of the RfP).
- (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/ Consultancy Agency / 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)
(Office Seal)
Place_____Date_____
Witness 1:
(Name & Address)
Witness 2:
(Name & Address)

(For& on behalf of Bidder/Contractor)
(OfficeSeal)
Witness 1:
(Name &Address)
Witness 2:
(Name &Address)

ERP Development Guidelines

The PMU/IT agency will be responsible for the complete development of the ERP system, which must be,

- User-friendly web-based interface that allows seamless interaction for all stakeholders, including MSMEs, financial institutions, and BEE officials.
- Provision for EoI application submission, verification, approval, and disbursement of interest subvention, track and manage the status of applications and payments.
- The ERP system must support multiple user roles and interfaces, (Admin, Applicant, Financial Institutions, BEE, MoP)
- Robust for managing and updating information from various users and stakeholders, ensure up-to-date information across all user interfaces.
- Data protected at secure storage and easy retrieval of documents and records.
- The ERP portal must comply with all applicable government regulations, including:
 - Adhering to data protection and privacy laws, such as the Information Technology (IT) Act, 2000 and the General Data Protection Regulation (GDPR).
 - Following guidelines set by the Ministry of Electronics and Information Technology (MeitY) for web-based applications.
 - Ensuring accessibility standards as per the Guidelines for Indian Government Websites (GIGW).
- The ERP system must be hosted on a secured server that meets the following minimum specifications:
 - Processor: Intel Xeon or equivalent, 8 cores or higher.
 - RAM: 32 GB or higher.
 - Storage: SSD with a minimum capacity of 1 TB, expandable as needed.
 - Operating System: Linux (Ubuntu, CentOS, or equivalent) with the latest security patches.
 - Database: MySQL, PostgreSQL, or equivalent with high availability configuration.
 - Backup: Automated daily backups with retention policies to ensure data integrity and recovery.
- Other Technical Requirements
 - Scalability: The system should be designed to handle increasing loads and user traffic efficiently.
 - Security: Implementation of industry-standard security protocols, including SSL/TLS encryption, secure login mechanisms, and regular security audits.
 - Performance: The application should be optimized for fast loading times and minimal downtime, ensuring a smooth user experience.

- Interoperability: Integration with existing systems and third-party applications where necessary, using APIs and web services.
- Disaster Recovery: A comprehensive disaster recovery plan to ensure business continuity in case of system failures or cyber-attacks.
- Safety Audits and Compliance
 - To ensure the highest level of security and compliance, the following safety audits and measures must be implemented:
 - Regular vulnerability assessments and penetration testing to identify and mitigate potential security threats.
 - Compliance audits to verify adherence to government regulations and industry standards.
 - Implementation of security incident response plans to address and resolve security breaches promptly.

Regular updates and patches to address newly discovered vulnerabilities and enhance system security.

List of Cluster

S. No.	Sector	State	Cluster
1	Brass	Haryana	Jagadhari
2	Brass	Gujarat	Jamnagar
3	Brass	Uttar Pradesh	Moradabad
4	Brass	Tamil Nadu	Salem
5	Bricks	Karnataka	Bangalore
6	Bricks	Bihar	Begusarai
7	Bricks	Madhya Pradesh	Indore
8	Bricks	Maharashtra	Nagpur
9	Bricks	Tripura	Tripura
10	Ceramics	Gujarat	Morbi Region
11	Ceramics	Gujarat	Thangadh
12	Ceramics	Uttar Pradesh	Khurja
13	Chemical	Gujarat	Ankleshwar&Panoli
14	Chemical	Gujarat	Jamshedpur
15	Chemical	Haryana	Karnal
16	Chemical	Maharashtra	Thane
17	Chemical	Gujarat	Vapi
18	Fisheries	Kerala	Kochi
19	Fisheries	Odisha	Bhuvneshwar
20	Fisheries	Andhra Pradesh	West Godavari
21	Food processing	Punjab	Ludhiana
22	Food processing	Maharashtra	Pune
23	Food processing (Rice)	Odisha	Ganjam and Nayagarh
24	Food processing (Rice)	Haryana	Kaithal
25	Forging	Karnataka	Bangalore
26	Forging	Maharashtra	Pune
27	Forging	Delhi	Delhi-NCR
28	Forging	Tamil Nadu	Chennai
29	Forging	Punjab	Ludhiana
30	Foundry	Punjab	Batala, Jalandhar Ludhiana

S. No.	Sector	State	Cluster
31	Foundry	West Bengal	Howrah
32	Foundry	Gujarat	Rajkot
33	Foundry	Karnataka	Belgaum
34	Foundry	Tamil Nadu	Coimbatore
35	Glass & Refractory	Haryana	Ambala
36	Glass & Refractory	Jharkhand	Chirkunda
37	Glass & Refractory	Andhra Pradesh	East & West Godawari
38	Glass & Refractory	Uttar Pradesh	Firozabad
39	Leather	Uttar Pradesh	Kanpur
40	Leather	West Bengal	Kolkata
41	Leather	Tamil Nadu	Pallavaram
42	Leather	Punjab	Jalandhar
43	Paper	Uttar Pradesh	Muzaffarnagar-Saharanpur
44	Paper	Uttarakhand	Kashipur
45	Paper	Gujarat	Vapi
46	Paper	Tamil Nadu	Coimbatore and Erode
47	Pharma	Gujarat	Gujarat
48	Pharma	Himachal Pradesh	Baddi
49	Pharma	Telangana	Medak
50	Pharma	Goa	Margaon
51	Pharma	Karnataka	Bidar
52	Steel re-rolling	Punjab	Mandi Gobindgarh& Ludhiana
53	Steel re-rolling	Rajasthan	Jaipur
54	Steel re-rolling	Maharashtra	Jalna
55	Steel re-rolling	Chhattisgarh	Raipur
56	Textile	Punjab	Ludhiana
57	Textile	Gujarat	Surat
58	Textile	Tamil Nadu	Tirupur
59	Textile	Maharashtra	Solapur
60	Textile	Haryana	Panipat

Bank Details for NEFT/RTGS

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

 बैंक ऑफ बड़ोदा Bank of Baroda		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	
Pay		Or Bearer		या धारक को	
Rupees रुपये		अदा करें ₹		D D M M Y Y Y Y	
खा. नं. A/c No.		89830100010654		FOR BUREAU OF ENERGY EFFICIENCY	
SB/2012/SE		माना की सभी शाखाओं में समतुल्य देय Payable at par at all branches in India		Please sign above	
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