

Queries for Pre-Bid Meeting

Minutes of pre bid meeting held on 5th May 2025 for” Hiring of Retainer Consultancy Agency to Setup Project Management Unit for ADEETIE Scheme”

Sr No	The referred clause in RfP	Input / Comments of bidders & others	Clarification by BEE	Amendment/ Corrigendum in RfP
1.	Part A 1.5 Scope of Work	It is suggested to separate the scope of PMU, ERP and workshops to be awarded to different agencies	All the activities mentioned in the scope are to be conducted by the PMU.	No amendment
2.	Part A 1.5 Scope of Work	Conducting 60 workshops within six months by organizing 10 workshops per month is impractical. It would be more feasible to spread these events over the first two years, aiming for a target of five events per month. Virtual banker training sessions should be permitted to save time and costs.	60 workshops must be conducted in 60 clusters at the earliest, with-in 8 Months. All workshops must be conducted physically on site.	No amendment
3.	Part A 1.5 Scope of Work	Requesting more clarity on the scope, such as the hours during which the helpline will operate and the number of days per week it will be operational. We understand that help line number (phone number / telephone number) and the email will be in BEE name. Also, the cost of the helpline number and email will be directly borne by the BEE (if any).	Helpline will operate Monday to Friday, 9:00 am to 6:00pm. Cost of the helpline number to be borne by the PMU, the number will be in the name of BEE	Addendum Helpline will operate Monday to Friday, 9:00 am to 6:00pm.
4.	Part A 1.6 Team Composition and Eligibility Criteria for members	Kindly clarify: Out of the total 17 manpower positions, who specifically is required to be stationed at BEE and who can be available on a need basis? .	All members of the PMU team to be stationed at BEE.	No amendment
5.	Part B 1.4. Earnest Money Deposit (EMD)	EMD amount mentioned on the GEM portal is INR 39,00,000/-	The EMD amount is INR 25,00,000/.	Amendment in Part B 1.4. Earnest Money Deposit (EMD)
6.	Part B 3.2 Evaluation of Proposals	We request BEE to consider the following changes under S.No. V <ul style="list-style-type: none"> Between 6-12: (3 Marks) More than 12: (5 Marks)	Already mentioned in the RfP the criteria remains the same, Between 7-15: (3 Marks) More than 15: (5 Marks)	No amendment
7.	Part B 3.4 Conditions for consortium	1. The lead firm must deploy at least 75% of the total manpower for the PMU. The lead firm must solely meet the annual turnover eligibility criterion.	1. 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. <ul style="list-style-type: none"> The lead firm must solely meet the annual turnover eligibility criterion. 	Amendment in 3.4: - The lead firm must solely meet the annual turnover eligibility criterion.

Sr No	The referred clause in RfP	Input / Comments of bidders & others	Clarification by BEE	Amendment/ Corrigendum in RfP
8.	Part B 4.0 Terms of Payment	Kindly clarify whether the cost of travel, boarding, and lodging will be reimbursed by BEE or if it should be factored into the financial proposal.	All the cost associated with the assignment shall be included in the financial proposal. These shall normally cover remuneration for all the PMU personnel, accommodation, travel, 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.	No amendment
9.	Part B 4.0 Terms of Payment	<ol style="list-style-type: none"> 1. Payments related to MIS/ portal Development must be released on quarterly basis/completion of activities basis instead of satisfactory completion on lumpsum basis. 2. Payments related to the Maintenance of MIS/ portal shall also be released on quarterly basis. 	<ol style="list-style-type: none"> 1. Payments related to MIS/ portal Development will be made on satisfactory completion on lumpsum basis. 2. Payments related to the Maintenance of MIS/ portal will be done on annual basis 	No amendment
10.	Part B 4.0 Terms of Payment	<p>The responsibility of the PMU related to the release of interest subvention amounts of 72.15 CR in the 1st year, 199.03 CR in the 2nd year, and 288.88 CR in the 3rd year needs clarification.</p> <p>Since loan disbursement depends on banks' discretion and MSME credibility, the PMU's role is limited. Furthermore, it's crucial to determine whether the interest subvention amount accounts for the total interest paid over the tenure of the loan (5 to 7 years) or what is dispersed in the first year will be counted. Is there any limit on the minimum and maximum loan duration. Whether these interest subvention amounts are cumulative or per year?</p>	<p>The envisaged release of interest subvention are annual.</p> <p>It is PMU's responsibility to guide the field level energy auditors to identify credible entities, prepare bankable projects.</p>	
11.	Part B 4.0 Terms of Payment	On achieving 25% of the annual target – 25% of the variable component to be released.	Suggestion not considered	No amendment
12.	Part B 5.0 Format for Financial Proposal	<p>We request BEE to kindly confirm if maintenance for the MIS/ portal in the financial proposal is to be entered for three years or one year.</p> <p>As the project is for a three-year duration, we request BEE to kindly confirm if maintenance cost for the three years needs to be included as part of</p>	<p>The maintenance cost for three years is required as part of the quotation.</p> <p>The agency may submit the financial proposal as per format in RfP. While considering the grand total amount,</p>	

Sr No	The referred clause in RfP	Input / Comments of bidders & others	Clarification by BEE	Amendment/ Corrigendum in RfP
		the quotation. Additionally, there is no provision to enter the value of ERP/MIS development on the GEM portal.	the agency may include the maintenance cost for three years.	
13.		Travel, lodging and boarding of the BEE officials, government officials, and speakers for the workshop will be reimbursed, if it is booked by the PMU team?	Yes, It must be booked by PMU and will be reimbursed as per actuals as per BEE norms.	It must be booked by PMU and will be reimbursed as per actuals as per BEE norms.

The last date of the bid submission is extended till 26th May 2025 till 03:00 PM.

List of participants

Sr.No.	Name & Designation	Organization Name
1.	P. Shyam Sunder, Director	Bureau of Energy Efficiency
2.	Richa, Project Engineer	Bureau of Energy Efficiency
3.	Nupur Ahuja, Project Economist	Bureau of Energy Efficiency
4.	Neeraj Naik, Project Engineer	Bureau of Energy Efficiency
5.	Gautam Anand, Assistant Manager	BDO India LLP
6.	Sahil Garg, Manager	BDO India LLP
7.	Neeraj Dhingra	PTC India
8.	Somesh Mittal	GreenTree Global
9.	Dhruv Jain	GreenTree Global
10.	Suraj Nehete	PwC
11.	Amit seth	GTBL
12.	JP Nair	GTBL
13.	Pradeep Singhvi	GTBL
14.	Kunal Gadre	PwC
15.	Suchitra subramaniyan	Nangia-anderson
16.	Prasad	PPS Energy
17.	Saurabh Kumar	CII
18.	Ashutosh arya	EY
19.	Rushiraj Rohit	TuvSud
20.	Raj ranjan	GreenTree Global
21.	Vishal Baijal	RV soultions

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.

Table of Contents

Invitation for Bids.....	5
Part A – Introduction & Scope of Work.....	7
1.0 Introduction.....	9
1.1 About BEE.....	9
1.2 Background.....	9
1.3 Scheme Components	9
1.4 Objective	9
1.5 Scope of Work.....	10
1.6 Team Composition and Eligibility Criteria for members:.....	10
Annexure I – Operational guidelines	14
Annexure II – List of Clusters.....	19
Annexure III -ERP Development Guidelines	21
Part B - The Bid	23
1.0 Instructions to Bidders.....	25
1.1 Procedure for Submission of Proposal.....	25
1.2 Cost of RfP	25
1.3 Bid Processing Fee	25
1.4 Earnest Money Deposit	25
1.5 Performance Security	26
1.6 Integrity Pact.....	26
1.7 Liquidated Damages.....	26
1.8 Contents of the RfP.....	26
1.9 Conflict of Interest.....	26
1.10 Language of Bids	26
1.11 Confidentiality	27
1.12 Disclaimer.....	27
1.13 Authorized Signatory (Consultancy Agency).....	27
1.14 Amendment of RfP	27
1.15 Documents Comprising the RfP	27
1.16 Power of Attorney	28
1.17 Force Majeure	28
1.18 Contract Agreement.....	28

1.19 Termination of Contract	29
1.20 Arbitration.....	29
1.21 Other Important Terms & Conditions	29
2.0 Timeline.....	29
3.0 Selection Process	29
3.1 Eligibility Criteria	29
3.2 Evaluation of Proposals.....	30
3.3 Preliminary Scrutiny	32
3.4 Conditions for Consortium.....	32
3.5 Award of Contract	32
4.0 Terms of Payment.....	33
Forms To Be Submitted and Contract Form.....	35
Form 1: Letter Pro-forma	35
Form 2: Minimum Eligibility.....	37
Form 3: Team Composition (PMU).....	38
Form 4: CV of PMU Team	39
Form 5: List of Projects implemented by the bidder Organization	41
Form 6: Prior Experience	42
Form 7: Comments and Suggestions.....	44
Form 8: Approach and Methodology.....	45
Form 9: Declaration Form.....	46
Format for Financial Proposal.....	47
Format for Integrity Pact.....	49
Annexure IV	56
Part C - Contract.....	57
1.1 APPENDIX A.....	76
1.2 APPENDIX-B	77
1.3 APPENDIX C	78

Invitation for Bids

Bureau of Energy Efficiency invites proposals for “Hiring of Retainer Consultancy Agency to Setup Project Management Unit for ADEETIE Scheme”.

1	Availability of Request for Proposal Document	28/04/2025 (Monday)
2	Last Date for acceptance of queries	02/05/2025 (Friday)
3	Date & Time for Pre-bid Meeting	05/05/2025 (Monday), at 03:30PM Online Mode/VC Link:- https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2UyODVkJZDMtNzU1Ni00M2VmLTlkMmYtZGNhNDg5MjBkNDdk%40thread.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22b58f0a1b-9e71-42b4-a44f-551650f40f4d%22%7d Meeting ID: 487901827089 Passcode: Bg3fG3qd
4	Last date for submission of bids	19/05/2025 (Monday), Till 03:00PM
	Date of Presentation	Will be informed later
5	E-mail address for queries	richa.10@beeindia.gov.in n.ahuja14@beeindia.gov.in cc to : pshyam.sunder@beeindia.gov.in
6	Date of Opening of Financial Proposal for qualified Bidders	Will be informed by e-mail
7	Contact Person for Clarification	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 Ms. Richa Project Engineer Bureau of Energy Efficiency richa.10@beeindia.gov.in +91-11-26766700

Note:

1. Tender Notice and Tender Document are available on Bureau of Energy Efficiency (BEE) website and can be downloaded from <https://beeindia.gov.in/en> or from the e-procurement portal <https://gem.gov.in>. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the BEE website and said e-procurement portal only.
2. The bidder would bear all costs associated with the preparation, submission of bid, participation in bidding process including cost of registration with the said e-procurement portal, if any. BEE in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
3. Bidders are advised to start the registration process little bit early on the e-procurement portal so as to avoid any delay in bid submission. Bidders may visit the said e-procurement portal for further details.

Part A – Introduction & Scope of Work

1.0 Introduction

1.1 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 the energy intensity of the Indian economy.

1.2 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.

1.3 Scheme Components

- a. **Interest Subvention:** The scheme envisages providing interest subvention on loans (5% for Small and Micro, 3% for Medium Enterprises) 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 in 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 Centres.

1.4 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 (**Annexure I**).

Promote the scheme and its benefits to stakeholders in the focused clusters (**Annexure II**). Create awareness on industrial energy efficiency and best practices in the clusters.

- a) Provide assistance to MSMEs in conducting Investment-Grade Energy Audits (IGEA).
- b) To support the preparation of Detailed Project Reports (DPR) for energy efficiency upgrades.
- c) Handhold MSMEs in adopting appropriate technologies and energy efficient measures

assisted with financial instruments.

- d) To ensure proper Monitoring and Verification (M&V) of the implementation of energy efficiency measures.
- e) Coordinate with the nodal agency/ministry for scheme implementations

1.5 Scope of Work

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

- a. The Agency will establish a competent Project Management Unit (PMU) team to assist Ministry of Power (MoP) and the Bureau of Energy Efficiency (BEE) in implementing the scheme successfully in focused clusters.

Support BEE/MoP for: -

- (i) Providing assistance in the empanelment of Energy Auditing Agencies/Certified energy auditors, energy managers.
- (ii) Guidance to energy auditors and firms for successful financing of the IGEA-based DPRs.
- (iii) Review the IGEA based DPRs conducted by the field-level energy auditors.
- (iv) Assist in the achievement of envisaged annual interest subvention disbursement targets.
- b. The Agency will develop and maintain an Enterprise Resource Planning (ERP) system with a web-based interface to effectively monitor and manage the scheme. (Guidelines are attached at Annexure III)
- c. Create awareness amongst the focused clusters by conducting an outreach program to promote the scheme to stakeholders (MSMEs, Industrial Association, Financial Institutions), and encourage the enterprises to participate in the scheme.
 - i. Conduct 60 workshops for MSMEs and 60 for financial institutions.
 - ii. Establish and Operate Scheme Helpline.
- d. Assist BEE/MoP in addressing public grievances/RTIs or any other scheme-related information sought by the public.
- e. Submit Monthly & Quarterly progress reports.

1.6 Team Composition and Eligibility Criteria for members:

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

Sr. No.	Team	Minimum Qualification	Nos
1	Program Manager	a. Graduate in Engineering from a recognized University or Institution. b. Accredited/Certified Energy Auditor by BEE. c. Experienced in preparation of IGEA and DPRs for industrial establishments. d. Must have at least 12 years (minimum 5 year	01

Sr. No.	Team	Minimum Qualification	Nos
		<p>working experience in MSME sectors) of experience in a leadership role for energy efficiency/technology upgradation projects.</p> <p>e. Must have experience of managing at least team of 10 members.</p> <p>f. Must have experience in government projects, with demonstrated expertise in managing and coordinating with government bodies, industries, stakeholders, government officials.</p> <p>g. Experience of National & State level policy implementation in India.</p>	
2	Team Leader (Technical)	<p>a. Graduate in Engineering from a recognized University or Institution.</p> <p>b. Certified Energy Auditor/Manager.</p> <p>c. Experienced in preparation of IGEA and DPRs for industrial establishments.</p> <p>d. Must have at least 7 years (minimum 3 year working experience in MSME sectors) of experience in a leadership role for energy efficiency/technology upgradation projects</p> <p>e. Demonstrated managerial and Coordination with the government & project proponent & implementation Agency/PMU, coordination with industries & other stakeholders and Government officials and the team.</p>	01
3	Team Leader (Finance)	<p>a. Masters (Economics/ Finance) or MBA (Finance),</p> <p>b. CA/CFA from a recognized University or Institute is desirable</p> <p>c. Minimum 7 years' experience in financial evaluation of energy efficiency projects/ industrial technology upgradation or other projects aligned to climate change or mobilizing investments, financial analysis of projects, assessment of financial cash flows of projects</p> <p>d. Data analysis & related analytical knowledge</p>	01
4	Team Member (Technical)	<p>a. Graduate in Engineering from a recognized University or Institution.</p> <p>b. Certified Energy Auditor/Manager.</p> <p>c. Minimum 5 years of experience in Energy efficiency/technology upgradation projects. Including preparation of IGEA and DPRs for industries especially in MSMEs.</p>	06

Sr. No.	Team	Minimum Qualification	Nos
5	Team Member (Finance)	a. Graduate in Economics/ Finance/ Commerce. b. Minimum experience of 5 years' experience in financial evaluation of energy efficiency projects/ industrial technology upgradation or other projects aligned to climate change/ mobilizing investments, financial analysis of projects, assessment of financial cash flows of projects c. Data analysis & related analytical knowledge	06
6	Personal Assistant	a. Any graduate with 3 years of experience as 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. Possess good communication skills, conversant with both Hindi and English. d. Skilled in shorthand and typing, proficient in working with computers (especially MS Office), and experienced in data and record keeping.	01
7	IT Team member	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

Note

- a. All the PMUs should be stationed at the BEE office.
- b. 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.
- c. The bidding agency 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 the bidding Agency.
- d. The bidding Agency shall maintain the same team proposed in their submitted proposal to the project for a minimum period of six (6) months from the date of issuance of the 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 within fifteen (15) days, subject to the approval of the contracting authority.
- e. Post-issuance of the Letter of Award (LoA), if any Member of the PMU team 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.

- f. The CVs of the remaining team members (as per section 4) with relevant experience shall be submitted to BEE within 30 days from the issuance of the LoA for consideration. All team members must be on the payroll of the bidder before placement and induction into the program.
- g. 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 fifteen (15) days (including non-working days).

Annexure I – Operational guidelines

Annexure

Operational Guidelines of ADEETIE (Assistance in Deploying Energy Efficient Technologies in Industries and Establishments) Scheme

ADEETIE Scheme will facilitate MSMEs in adopting energy-efficiency measures through interest subvention and handholding. The handholding includes Investment Grade Energy Audit (IGEA) based Detailed Project Reports (DPRs) and Monitoring & Verification. The Scheme is a Central Sector Scheme.

Eligibility

- i. Micro Small and Medium Enterprises (MSMEs) registered under Udyam portal of Ministry of Micro Small and Medium Enterprises (MoMSME), operational in identified 60 clusters in energy-intensive sectors of Brass, Bricks, Ceramics, Chemicals, Fisheries, Food Processing, Forging, Foundry, Glass & Refractory, Leather, Paper, pharmaceutical, Steel Re-Rolling, and Textiles will be eligible for the scheme.
- ii. Micro, Small and Medium Enterprises seeking loans from Banks and Financial Institutions would be eligible for an interest subvention.
- iii. Loan amounts ranging between Rs 10 lakh to Rs 15 Cr will be eligible.
- iv. Debt funding up to 75% of the project cost will be eligible for interest subvention.
- v. The projects that achieve a minimum 10% energy savings and sustain it during the scheme period will only be eligible to receive annual interest subvention.

Ineligibility

- i. Interest subvention will be available only for loans availed for new projects (energy efficient technology) and will not be available for projects already implemented or to the projects benefited under other schemes or refinanced.
- ii. Beneficiaries whose loan accounts have been declared Non-Performing Assets (NPA) are not eligible.

Benefits

- i. Interest subvention will be provided at the rate of 5% for micro and small enterprises and 3% in the case of medium enterprises.
 - a. The interest subvention will be paid only for three years irrespective of loan tenure.
 - b. Interest subvention will be credited to the loan account of beneficiaries through Lending Institutions.
- ii. The scheme will provide technical support in preparation of IGEA based DPRs through Certified Energy Auditors (CEA), Certified Energy Managers (CEM) and Energy Auditing Firms. The scheme will reimburse up to Rs.1,00,000 per IGEA based DPR, if the project is approved by any Lending Institution.

Further, preference would be given to local CEAs/CEMs and Auditing firms for preparation of IGEA based DPRs if available.

62
27.03.2025

- iii. Energy auditors will undertake Monitoring, Reporting and Verification (MRV) of the projects. The expenditure on MRV will be borne by Bureau of Energy Efficiency (BEE).

Institutional Framework

- i. **Steering Committee (SC)** will be chaired by Additional Secretary, Ministry of Power (MoP), comprising Department of Economic Affairs (DEA), MoMSME, as members, and Director General (DG), BEE as convener of the Committee. The Chair may co-opt other members as required. The Committee will monitor and review the scheme implementation.
- ii. **Implementation Committee (IC)** will be chaired by Director General, BEE and comprising representatives from State Designated Agency (SDA) concerned, Central Nodal Agency (CNA) and Director, Ministry of Power as members. The Chair may co-opt other members as required.
- iii. **Technical Committee (TC)** will be chaired by DDG, BEE comprising representatives of MoMSME, and two subject matter experts nominated by DG BEE and Director, BEE as convener. The Chair may co-opt other members as required. This committee will recommend the IGEA based DPRs for financing and accept the MRV reports.
- iv. **Project Management Unit (PMU)** shall be engaged by MoP through BEE which will assist in implementing the scheme and preparation of DPRs. Further BEE shall engage CEAs, CEMs and Energy Auditing Firms to conduct investment grade energy audits and Monitoring, Reporting and Verification (MRV). PMU will be supervised by **Implementation Committee** for its functioning.
- v. **Central Nodal Agency (CNA)**- Suitable financial institution shall be empanelled as CNA to channelize the interest subvention amount to the lending institutions and for monitoring the progress of loan disbursement.
- vi. **Lending Institution** - Any scheduled commercial bank, Public Financial Institutions and Non-Banking Finance Companies (NBFC) may be the Lending Institution.
- vii. Annual assessment of energy savings achieved by the MSMEs post deployment of energy efficient technologies under the scheme would be carried out during the operational period of the scheme.

Implementation Process

- i. Scheme Portal (end-to-end) will be developed by PMU. The portal serves:
 - Registration of MSMEs desirous of availing benefits of scheme
 - Submission of IGEA based DPRs
 - Approval of IGEA based DPRs
 - Submission of loan applications to lending institution
 - Approval by lending institution
 - Assessment of energy savings and submission of MRV reports
 - Release of subvention amount by BEE to CNA
 - Disbursal of subvention amount by CNA to loan accounts of beneficiaries with respective lending institution.
 - Grievances redressal, Financial Audits, Reporting and other associated activities.

62
27.03.2025

- Repository of scheme related data.
- ii. Awareness campaigns would be organised in the identified clusters by BEE with the assistance of PMU.
- iii. Interested MSMEs would register on the Scheme Portal with their submission of expression of interests (Eoi) for energy efficiency projects.
- iv. Technical Committee will scrutinize the Eois for suitability and recommend for IGEA based DPRs.
- v. Technical Committee will guide MSMEs to submit the proposal for financing after preparing IGEA based DPRs.
- vi. Baseline specific energy consumption would be established for each beneficiary MSME.
- vii. The Bank/FIs will update the status of the sanctioned loan on the scheme portal.
- viii. On successful financing of the project, the MSMEs shall immediately proceed with technology implementation.
- ix. After implementation of the project, MSMEs shall submit the project completion certificate to the Bank/FI and PMU.
- x. After completing the verification of the implemented project by Bank/FI, lending Bank/FI will raise the interest subvention claims on the scheme portal for each project.
- xi. MRV will be carried out on a regular basis to confirm the energy savings and its sustainability with respect to the baseline data post deployment of energy efficient technologies under this scheme. Upon successful achievement of energy savings, interest subventions will be released by BEE to the beneficiary loan account through CNA.
- xii. Any increase in interest amount due to delay in loan repayments by beneficiary shall be borne by beneficiary themselves.
- xiii. Lending Institutions will share details of loan disbursement status, repayment made by beneficiaries, interest paid and interest subvention claims to CNA/PMU through the Scheme Portal.
- xiv. Implementation Committee will examine the claims submitted by lending Institutions on sample basis and BEE will release interest subventions to CNA.
- xv. No applications for new enrolment under this Scheme will be accepted from eligible MSMEs after 31st March, 2028.
- xvi. Interim Impact assessment of scheme will be carried out after FY 2026-27 by third party to prepare and submit an interim report by FY 2027-28. Final assessment will be carried out after FY 2027-28 by the third party.
- xvii. Dispute redressal under the scheme will be handled by the Implementation Committee and the decisions of Steering Committee shall be binding on all the parties.
- xviii. Detailed implementation guidelines will be issued separately by BEE with the approval of the Steering Committee.

Implementation Period

The implementation period of the scheme shall be from 2025-26 to 2027-28. Committed liability of the scheme shall be up to 2030-31.

GD
27.03.2025

Funding

- i. The Government Budgetary Support on interest subvention will be limited to Rs 875 crores. Out of this, at least Rs 613 Crore shall be **allocated** to micro and small enterprises and up to Rs 262 Crore shall be **allocated** to medium enterprises.
- ii. The total expenditure of the scheme for IGEA based DPRs shall be Rs 50 Crore, with a maximum cost per IGEA based DPR of Rs 1.0 Lakh.
- iii. PMU fee will be restricted to 2% of the budget outlay of Rs 925 Cr.
- iv. The expenditure on MRV will be borne by BEE from its internal revenues.
- v. Cost of onboarding CNA for the scheme, Awareness Campaign, and other implementation charges will be borne by BEE.

Sub
27.03.2025

Appendix- List of Identified Sectors and Clusters

Bricks Bengaluru Begusarai Indore Nagpur Tripura	Steel Re-Rolling Mandi Gobindgarh & Ludhiana Jaipur Jalna Raipur	Textile Ludhiana Surat Tirupur Solapur Panipat Leather Kanpur Kolkata Pallavaram Jalandhar	Pharma Baddi Medak region Madgaon Ahmedabad Bidar	Fisheries Kochi Bhuvneshwar West Godavari Ceramics Morbi Region Thangadh Khurja	Chemicals Ankleshwar & Panoli Jamshedpur Karnal Thane Vapi
Foundry Batala, Jalandhar, Ludhiana Howrah Rajkot Belgaum Coimbatore	Paper Muzaffarnagar- Saharanpur Kashipur Vapi Coimbatore & Erode	Forging Bangalore Pune Delhi-NCR Chennai Ludhiana	Food Processing Ganjam & Nayagarh Kaithal Ludhiana Pune	Brass Jagadri Jamnagar Moradabad Salem	Glass & Refractory Ambala Chirkunda E & W Godavari Firozabad

.....END OF GUIDELINES.....

62
04-04-2025

Annexure II – List of Clusters

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
31	Foundry	West Bengal	Howrah
32	Foundry	Gujarat	Rajkot
33	Foundry	Karnataka	Belgaum
34	Foundry	Tamil Nadu	Coimbatore
35	Glass & Refractory	Haryana	Ambala

S. No.	Sector	State	Cluster
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

Annexure III -ERP Development Guidelines

The PMU/IT Agency will be responsible for the complete development of the ERP system, which must include the following:

- Provision for EoI application submission, verification, approval, and disbursement of interest subvention, track and manage the status of applications and payments.
- The portal features provision for: -
 - Registration of MSMEs desirous of availing benefits of scheme.
 - Submission of IGEA based DPRs
 - Approval of IGEA based DPRs
 - Submission of Loan applications to lending institution
 - Approval by lending institution
 - Assessment of energy savings and submission of MRV reports
 - Release of subvention amount by BEE to CNA
 - Disbursal of subvention amount by CNA to loan amounts of beneficiaries with respective lending institution
 - Grievances redressal, Financial audits, Reporting and other associated activities
- User-friendly web-based interface that allows seamless interaction for all stakeholders, including MSMEs, financial institutions, and BEE officials.
- The ERP system must support multiple user roles and interfaces (Admin, Applicant, Financial Institutions, BEE, and MoP).
- Robust for managing and updating information from various users and stakeholders, ensuring up-to-date information across all user interfaces.
- Data protected shall be in 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 secure 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.

Part B - The Bid

1.0 Instructions to Bidders

1.1 Procedure for Submission of Proposal

The Consultancy Agency should submit the following documents:

- a. The Bidder must submit one original bid document and one soft copy of the technical proposal documents (in searchable pdf form) duly signed by the authorized signatory of the Bidder.
- b. Bid processing fees and EMD should be submitted online (bank details mentioned at Annexure IV) and a scanned copy of the receipt should be uploaded along with the bid document.

1.2 Cost of RfP

The Consultancy Agency shall bear all costs associated with the preparation and submission of its RfP, including the 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.

1.3 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 in **Annexure IV**.

1.4 Earnest Money Deposit

An Earnest Money Deposit (EMD) of **₹25,00,000 (Twenty-Five Lakh Rupees only)** is to be deposited through NEFT/RTGS only, in favour of “Bureau of Energy Efficiency” payable at New Delhi. Bank Details for NEFT/RTGS are attached in **Annexure IV**.

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

- a. EMD will not carry any interest.
- b. 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.
- c. 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.

- d. EMD of the successful bidder would be returned without any interest after receipt of the Performance Security as per the terms of the contract.
- e. Bids received without EMD will be rejected.

1.5 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.

1.6 Integrity Pact

All the participating bidders are compulsorily required to enter into Pre-bid/ Pre contract Integrity Pact in the prescribed format failing which the tender will be summarily rejected (Copy of the Integrity Pact is enclosed as per Section K). 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.

1.7 Liquidated Damages

If any of the manpower provided by the bidding agency for the 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 and shall attract Liquidated Damages at the rate of 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.

1.8 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.

1.9 Conflict of Interest

Bidding Agency should not have any conflict of interest with the work that needs to be undertaken.

1.10 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.

1.11 Confidentiality

BEE require that recipients of this document maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Consultancy Agency that is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Consultancy Agency 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.

1.12 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.

1.13 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.

1.14 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 its 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.

1.15 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 **₹25,00,000 (Twenty-Five Lakh Rupees only)**
- (xii) Financial Proposal

1.16 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 is 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.

1.17 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.

1.18 Contract Agreement

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

Security amount.

1.19 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 Agency 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.

1.20 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.

1.21 Other Important Terms & Conditions

- a. This is an open tender.
- b. The work shall be carried out as per the finalized time schedule and requirements of BEE.
- c. 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 be liable for no payment against the work allotted.

2.0 Timeline

- a. Engagement of PMU would initially be for a period of three years, covering FY 2025-26 to FY 2027- 28.
- b. Extension of the PMU may be considered annually until FY 2030-31, based on their performance, with revised manpower requirements, and is entirely at the discretion of BEE.

3.0 Selection Process

3.1 Eligibility Criteria

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

- a) 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.

- b) The bidding Agency must have a minimum of 7 (Seven) years of experience in the MSME sector/Energy Efficiency/ Emission Reduction/Energy-related activities in industries.
- c) The bidding Agency must have undertaken projects in 5 (Five) MSME sectors listed in Annexure-II within the last 10 (ten) years.
- d) The bidding Agency 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.
- e) The bidding Agency must have a minimum annual turnover of **INR 40 Crore (Forty Crore)** in each of the last three (3) financial years: FY 2021-22, FY 2022-23, and FY 2023-24.
- f) The bidding Agency must not be blacklisted by any Central or State Government or Public Sector Undertaking (PSU) in India,
- g) The bidding agency should not be involved in any litigation that could affect or compromise the delivery of services under this contract

3.2 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	<ul style="list-style-type: none"> Turnover between 40 to 100 crores (3 Marks) Turnover more than 100 crores (5 Marks)
PMU Team			
(ii)	Project Manager (No. of Projects)	15	No of projects related to experience mentioned at section 4. <ul style="list-style-type: none"> Between 1-3 (5 Marks) between 4-6 (10 Marks) more than 7 (15 Marks)
(iii)	Team Leader (Technical -1 nos) (No. of Projects)	20	No of projects related to experience mentioned at section 4. <ul style="list-style-type: none"> Between 1-3 (5 Marks) Between 4-6 (15 Marks) More than 7 (20 Marks)
(iv)	Team Leader (Finance -1 nos) (No. of Projects)	10	No of projects related to experience mentioned at section 4. <ul style="list-style-type: none"> 1-3 (5 Marks) More than 3 (10 Marks)
Agency/ Firm Experience			
(v)	Number of projects similar to as mentioned in section 3.1(c)	20	Each project will have 2.5 marks subject to maximum of 20 marks
(v)	Number of years of experience in energy efficiency projects	5	<ul style="list-style-type: none"> Between 7-15: (3 Marks) More than 15: (5 Marks)
(vi)	Number of projects related to ERP/IT portal development.	10	Each Project will have 1 mark subject to maximum of 10 marks
(vii)	No of Employees on Roll of the company/agency	10	<ul style="list-style-type: none"> Manpower between 100-200: (5 marks) Manpower more than 200: (10 marks)

(viii)	Self-contained proposal on approach & methodology proposed to be followed as per the Scope of Work defined in Section 1.5 of this RfP	5	Average of marks from all the reviewers in the tender Committee (max 5 marks)
	Total Marks	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 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'.

Methodology of QCBS Selection

Quality and Cost Based Selection, under QCBS selection, the technical proposals will be allotted weightage of 60% (Sixty per cent) while the financial proposals will be allotted weightage of 40% (Forty 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, the proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred), and other proposals shall be given technical scores 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 the 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 the award of contract. In the event two or more bids have the same score in the final ranking, the bid with the 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:

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

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 a similar assignment in line with 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 the major one and would be the nodal contact point for BEE for all matters related to this RfP.

3.3 Preliminary Scrutiny

Preliminary scrutiny of the proposal will be made to determine whether the required process fee has been furnished, the documents have been properly signed, the bids are in order, and the bidding Agency meets all the eligibility criteria (Section 3.1).

Proposals not conforming to these requirements will be rejected.

3.4 Conditions for Consortium

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

3.5 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 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.

4.0 Terms of Payment

Payments related to Manpower will be done on a quarterly basis upon submission and approval of the quarterly report and on achievement of the targets indicated in table 1 and as per the terms mentioned in table 2: -

Table 1

	Year 1	Year 2	Year 3
Release of Interest Subvention (Rs Cr)	72.15	199.03	288.8

Table 2

Terms of payment for Manpower cost	Details
Fixed Fee	70% of the manpower cost will be paid as fixed fee on quarterly basis.
Variable component	<p>30% of the manpower cost will be linked to the release of interest subvention.</p> <p>Payments will be made on the agency's achievement of annual targets as follows: -</p> <ul style="list-style-type: none">• On achieving 50% of the annual target – 50% of the variable component will be released.• On achieving 75% of the annual target – 75% of the variable component will be released.• On achieving 100% of the annual target – 100% of the variable component will be released.

1. Payments related to MIS/ portal Development will be made on satisfactory completion on lumpsum basis.
2. Payments related to the Maintenance of MIS/ portal will be done on an annual basis.

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

1. The PMU Agency is required to quote a monthly rate for all manpower & other resources collectively (as in Format J of the financial proposal). Completion of Contractual formalities by the Bidding Agency would be an essential requirement for claiming any payment.
2. Agencies /firms shall submit the financial bid, clearly indicating the total cost of service in both figures and words, in Indian INR. In the event of any difference between figures and words, the amount indicated in words will be taken into account. In the event of a difference between the arithmetic total and the total shown in the financial proposal, the lower of the

two shall be taken into account.

3. All the costs 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.
4. 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 from the rate quoted. Further, all payments shall be subject to the deduction of taxes at source as per applicable laws.
5. All the electronic gadgets like Laptops, Printers, Scanners or other IT related hardware and software as per requirement shall be borne by the Agency.

Forms To Be Submitted and Contract Form

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.

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 ₹25,00,000 (Twenty-Five Lakh Rupees only)
- Financial Proposal (in a 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	

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	

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 the same should also be depicted in the attached resume of the person.

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

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:

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 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:

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

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 a 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	

Form 7: Comments and Suggestions

[Suggest and justify here any modifications or improvements 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	

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].

Form 9: Declaration Form

Declaration Letter on official letterhead stating the following:

We are not involved in any major litigation that may have an impact of affecting or compromise 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	

Format for Financial Proposal

[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" 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	Program Manager	01			
2	Team Leader (T)	01			
3	Team Leader (F)	01			
4	Team Member (Technical)	06			
5	Team Member (Finance)	06			
6	Personal Assistant	01			
7	IT Expert	01			
TOTAL (1-7) = A	Manpower	17			

Sr No	Description	Unit	Total remuneration (Rs in figures)	Total remuneration (Rs in words)
1	MIS/ portal Development	Lumpsum		
2	Maintenance of MIS/ portal	Annual	Annual *3	
TOTAL (1-2) =B		-		
Grand Total (A+B)		For 3 years		

Note:

Bidding Agency to conduct at least 60 workshops for MSMEs and at least 60 for Financial institutions. The estimated numbers of workshops are tentative & the payment shall be made on the actual numbers conducted.

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

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

Any additional cost if involves will be reimbursed as per actuals upon submission of bills/reports/invoices/other documents.

Grand Total (Rs) [Amount in words and figures]. (For 3 Years)

**** Financial quote should be exclusive of all taxes levied 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 the Government of India and should be clearly stated in the financial bid.***

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

We confirm that, contract may be cancelled at any stage by the 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

Format for Integrity Pact

Integrity Pact

(Refer clause 2.6 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 202 5 .

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, a 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 taking 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 the 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) (For& onbehalf of Bidder/Contractor) (Office Seal)
(OfficeSeal)

Place_Date__

Witness 1: Witness 1:

(Name & Address) (Name &Address)

Witness 2: Witness 2:

(Name & Address) (Name &Address)

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	<table border="1" style="width: 100%; height: 20px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										
सेविंग खाता /SAVINGS ACCOUNT	<table border="1" style="width: 100%; height: 20px;"> <tr> <td>D</td><td>O</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	O	M	M	Y	Y	Y	Y				
D	O	M	M	Y	Y	Y	Y						

Pay _____	Or Bearer
Rupees रुपये _____	या धारक को
<div style="float: right; text-align: right;"> अदा करें ₹ </div>	

खा. नं. A/c No.	89830100010654	FOR BUREAU OF ENERGY EFFICIENCY
--------------------	----------------	---------------------------------

SB/2012/SE

भारत की सभी शाखाओं में समतुल्य देय
 Payable at par at all branches in India

 Please sign above

⑈000001⑈ 110012308⑈ 010654⑈ 31

Part C - Contract

Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated ***[insert date]*** for execution of the . . .
..... ***[insert name of the contract and identification number]*** .
..... for the Accepted Contract Amount of.....***[insert amount in numbers
and words and name of currency]***, as corrected and modified in accordance with the
Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the
Conditions of Contract, using for that purpose the of the Performance Security Form, Contract
Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: ____

Attachment: Contract Agreement

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

SERVICE AGREEMENT

BY AND BETWEEN

BUREAU OF ENERGY EFFICIENCY

AND

DATED _____ 2025

[STAMP PAPER OF APPROPRIATE VALUE]

SERVICE AGREEMENT

This Service Agreement (hereinafter, the “**Agreement**”) is made and entered into on ___ day of ___ 2025 (“**Execution Date**”) at New Delhi.

BY AND BETWEEN

Bureau of Energy Efficiency, a statutory body established under the Ministry of Power, Government of India, having its registered office at 4thFloor, Sewa Bhawan, Sector - 1, R.K. Puram, New Delhi -110066, India (hereinafter “**BEE**”, which expression shall, unless repugnant to the meaning or context thereof be deemed to mean and include its successors, officers and permitted assigns) of the **FIRST PART**;

AND

(Agency Name) a company incorporated under the Companies Act 1956 and validly existing under the Companies Act 2013, having its registered office at (Office Address_____) through its authorized representative and _____, Mr./Ms. _____ (hereinafter called the **“Agency”**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, representatives and permitted assigns), **of the SECOND PART.**

“BEE” and the **“Agency”** are hereinafter collectively referred to as the **“Parties”** and individually as **“Party”**.

WHEREAS:

- A. BEE is a statutory body under the Ministry of Power, Government of India and aims to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act, 2001 (the **“Act”**) having primary objective of reducing the energy intensity of the Indian economy.
- B. BEE had issued a Request for Proposal (**“RFP”**) published on the GeM Portal vide no. _____ dated _____ for the purpose of Hiring of Retainer Consultancy Agency to Set up a Project Management Unit for the ADEETIE Scheme that shall primarily assist in and ensure the implementation, monitoring, and evaluation of the ADEETIE scheme, thereby enhancing the energy efficiency of MSMEs in India. The Agency will act as the technical and implementation partner responsible for evaluating energy efficiency (EE) projects, managing project financing, and ensuring adherence to scheme guidelines. (hereinafter, the **“Project”**);
- C. In view of the foregoing, the Agency submitted its proposal in response to the RFP, representing to BEE that it possesses the required professional skills, expertise and technical resources to undertake the Project.
- D. Pursuant to the above-stated facts and the evaluation and completion of the bidding process, the Agency is shortlisted and selected as a successful bidder in respect of the Project vide a Letter of Award bearing No. _____ dated _____, issued by BEE in favour of the Agency for the purpose of execution and implementation of the Project (hereinafter, the **“LoA”**), to provide the service (*as defined below*).
- E. Accordingly, the Parties now wish to record the terms and conditions of their relationship by entering into this Agreement.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Definitions

In this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

- (a) “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, judgment, order, decree, bye-law, clearance from any government authority, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration of any of the foregoing having the force of law, by any government authority having jurisdiction over the matter in question.
- (b) “**Agreement**” means this Agreement together with all appendices/ attachments/ schedules/ addendums, including all modifications, in writing made in accordance with this Agreement.
- (c) “**Day**” means a day other than a Saturday and Sunday or a day on which commercial banks located in New Delhi, India, are authorized or obligated to close.
- (d) “**Effective Date**” refers to the date on which the LOA was issued by BEE i.e., _____ or ____ day of 2025, i.e., seven days from the Execution Date of this Agreement.
- (e) “**Experts**” includes Key Experts, Non-Key Experts, or any other Agency personnel, or manpower and/or any individual/ professional whose skills, qualifications, knowledge and experience are critical to the performance of the services described under this Agreement and are evaluated and assessed by BEE.
- (f) “**Force Majeure**” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other 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), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement and avoid or overcome in the carrying out of its obligations hereunder.

(g)“**Services**” means and includes the work to be performed and delivered by the Agency pursuant to the Effective Date in accordance with the RFP, LoA and this Agreement, and as specifically described in **Appendix-A** hereto.

(h)“**Sub-consultants**” or “**sub-contractors**” means any individual or entity to whom/which the Agency subcontracts any part of the Services mentioned herein for the purpose of this Agreement.

2. Parties herein agree that the mutual rights and obligations of BEE and the Agency shall be as set forth in the Agreement, in particular:

(a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and;

(b) BEE shall make payments to the Agency in accordance with the provisions of the Agreement.

In the event of any conflict between the provisions of the RFP, the LoA, and the Agreement, the following shall be the order of precedence:

1. This Agreement (including and together with all appendices, annexures, schedules and/or any addendum);
2. LoA
3. RFP including any MOM or pre-bid meetings.

3. AGENCY’s OBLIGATION

3.1. **Standard of Performance:** The Agency shall perform and carry out the Services with diligence and efficiency in accordance with generally accepted professional standards and practices, and to adhere to the standard management practices. The Agency acknowledges that the Project herein is crucial for BEE and therefore, confirms and undertakes to promptly act as a faithful adviser and IT service provider to BEE in respect of any or all matter(s) relating to this Agreement including, its Services, and shall further support and safeguard the BEE’s legitimate interests in any dealings with the third party(ies), if any.

3.2. The Agency shall employ and provide such qualified and experienced employees/manpower as are required to carry out the Services.

3.3. The Agency, including its employees, agents, and subcontractors, if any, undertakes to perform the Services as mentioned herein, and the Agency shall, under all circumstances, ensure that all practicable steps are taken and comply with the applicable laws in respect of the Services outlined in this Agreement.

- 3.4. The Agency understands and agrees to hold the BEE's interest paramount, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.5. **Conflict of Interest:** The payment of the Agency shall constitute the Agency's only payment in connection with this Agreement and, the Agency shall not accept for its benefit any trade commission, discount, or similar payment in connection with services to be rendered by the Agency pursuant to this Agreement or in the discharge of its obligations hereunder. The Agency, including its officials, employees, agents, and others, undertakes that no additional payment shall be received in respect of this Agreement for any reason whatsoever.
- 3.6. **Reporting Obligations:** The Agency shall submit the reports and documents in the format and within stipulated timelines to BEE as specified in **Appendix- A** of this Agreement. For the avoidance of doubt, BEE's personnel/representative will be associated with this Project, and it is agreed between the Parties that a free exchange of information/data should take place between BEE and the Agency to fulfil the obligations mentioned herein.
- 3.7. **Prohibition of Conflicting Activities:** The Agency shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them by BEE under this Agreement.
- 3.8. **Strict Duty to Disclose Conflicting Activities:** The Agency is obliged to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of BEE, or that may reasonably be perceived as having this effect. Failure to disclose the aforesaid situations may lead to the disqualification of the Agency or the termination of the Agreement.
- 3.9. **Confidentiality:** Save and except with the prior written consent of the BEE, the Parties agree that the Agency, including its Experts, shall not disclose or communicate any or all confidential information to any person or entity obtained during the performance of the Services.
- 3.10. **Description of Agency's Experts:** The details of the Agency's Experts/Key Experts or manpower/personnel to carry out the Services are detailed in **Appendix-B** of this Agreement
- 3.11. **Replacement:** Except as otherwise agreed in writing by BEE, no changes to the description of the Experts/Key Experts/manpower under the Agency shall be made under this Agreement for a minimum period of six (6) months from the date of issuance of the LoA. However, after the execution of this Agreement, the substitution of the Experts may be considered by BEE based on the Agency's written request and due to circumstances outside the reasonable control of the Agency, including but not limited to death or medical incapacity. In such a case, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications and experience, and at the same rate of remuneration to BEE.
- 3.12. **Removal:** In the event, that BEE discovers that any of the Experts have engaged in serious

misconduct, or corrupt, fraudulent, collusive, coercive, or obstructive practices or have been charged with a criminal offense while performing the Services, the Agency is obliged to immediately provide a replacement upon BEE's written request.

Further, if any of the Experts is found to be incompetent or incapable of discharging the Services, BEE may request the Agency to provide a replacement possessing better qualifications and experience at the same rate of remuneration as confirmed by BEE. All costs arising out of or incidental to any removal and/or replacement of any of the Experts shall be borne by the Agency.

3.13. **Location:** The Parties herein agree that the Agency shall perform the Services at such locations as are specified in **Appendix-A** hereto and, where the location of a particular task is not so specified, at such locations as BEE may approve.

3.14. **Accounting, Inspection and Auditing:** The Agency shall keep and ensure to cause its Sub-consultants/sub-contractors, if any, keep accurate and systematic accounts and records in respect of the Services and in such form and detail as to clearly identify relevant time changes and costs.

The Agency shall permit and shall cause its Sub-consultants/sub-contractors to permit BEE and/or its representative or designated official to inspect the Agency's premises and/or all accounts and records relating to the performance of this Agreement and to have such accounts and records audited by the auditors appointed by BEE.

4. BEE OBLIGATIONS

Assistance and Exemptions: BEE shall use its best efforts to provide necessary documents/letters as may be required and are within its authority to issue, for the following:

- 4.1. For work permits and such other documents as shall be necessary to enable the Experts /manpower to perform the Services.
- 4.2. For issuing instructions to officials, agents, and representatives of the Government as may be necessary or appropriate for the prompt and effective implementation of the Services
- 4.3. In addition to the above, BEE may provide to the Agency such other assistance as may be required for performing their obligations under the Agreement.

5. PAYMENT TERMS

In consideration of the Services provided by the Agency, BEE shall make payments to the Agency as per the payment schedule listed in **Appendix-C** of this Agreement and in accordance with the terms detailed herein:

The Contract Price for the Services to be performed herein by the Agency is fixed and shall be in accordance with the LoA. The Consideration for the Services to be performed by the Agency herein from the Effective Date till the completion of the Term shall be INR _____ (Indian Rupees _____) inclusive of all applicable taxes and GST (hereinafter, the “**Contract Price**”). The Payments to be made herein by BEE shall be subject to the performance of the Agency within the time period stipulated for the Project in accordance with this Agreement and applicable laws of India. BEE will make payments in accordance with the Payment Schedule detailed in **Appendix-C** of the Agreement. The Contract Price breakdown is also listed in **Appendix -C**. Any payment under this Agreement shall be made in Indian Rupees only.

Any subsequent change to the Contract Price shall solely be made if the Parties have agreed to revise the Scope of Work/Services and have made amendments thereto, solely in writing. The Agency shall submit the invoice to BEE solely after the acceptance of the relevant deliverables by BEE. BEE shall process the payment against the receipt of the invoice at each stage. It is further agreed between the Parties that BEE shall not pay any additional amount in any manner whatsoever other than the Contract Price specified hereinabove, subject to the fulfilment of terms and conditions in a time-bound manner.

6. COMMENCEMENT OF SERVICES

The Agency shall commence the Services as of the Effective Date.

- 5.1. **Term:** Unless terminated earlier, this Agreement shall commence w.e.f. the Effective Date and shall continue to remain in force and valid for three (3) years (“**Term**”). Subject to the satisfactory performance of Services by the Agency in a time-bound manner, and extended on an annual basis.
- 5.2. **No breach of Agreement:** The failure of either Party to fulfil any of its obligations hereunder shall not be considered to be a breach or, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such Force Majeure event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

7. MEASURES TO BE TAKEN DURING FORCE MAJEURE

The Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in

writing of such condition(s) and the cause thereof within seventy-two (72) hours of the occurrence of such event and from cessation of such event of Force Majeure. Any period within which a Party shall, pursuant to this Agreement, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of the Agency's inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the BEE, shall either:

- (a) demobilize and, if required by the BEE, reactivate the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Agency shall continue to be paid under the terms of this Agreement.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled in accordance with this Agreement.

8. TAXES AND DUTIES

In the event that the applicable law concerning taxes and duties changes post the execution of this Agreement, which may eventually affect the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses payable to the Agency by BEE under this Agreement will be adjusted accordingly by mutual agreement, in writing. However, the Contract Price shall remain the same and shall be in accordance with the details listed in the LoA and this Agreement.

The Agency shall be obliged to meet any and all tax liabilities arising out of the Agreement unless otherwise stated under this Agreement. *[save and except to the conditions stated hereinabove, all locally identifiable indirect taxes (itemized and finalized during the negotiations) will either be reimbursed to the Agency or paid by BEE on behalf of the Agency].*

9. PERFORMANCE SECURITY AND BANK GUARANTEE

Performance Security: The Agency shall deposit an amount equivalent to three per cent (3%) of the total contract value ("**Performance Security**"). The Agency shall furnish the Performance Security in the form Demand Draft in the Bank account of/in favour of the "**Bureau of Energy Efficiency**", payable at New Delhi.

It is agreed between the Parties that the Performance Security amount furnished through a Demand Draft will be returned without interest to the Agency by BEE within sixty (60) days of the expiration of the Term in accordance with the Agreement. The Performance Security will be returned after adjusting for liquidated damages on account of deficiencies and/or any other amounts payable to the BEE, if any, in the performance of the Agreement.

10. LIQUIDATED DAMAGES

It is agreed between the Parties that the payment is liable for deductions on account of

Liquidated Damages for delayed performance by the Agency as stated below:

If the manpower/Experts/Key Experts provided by the hired Agency for BEE's PMU under this Agreement, stationed at BEE or any other location designated by BEE for the purpose of this Agreement, are found unavailable for more than two (2) weeks in continuation in any quarter during the effective Term. The Agency shall attract Liquidated Damages at the rate of 2.5% of the total cost of all resources per week, subject to a maximum of 10% of the total contract value/Contract Price.

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.

Parties hereby agree that liquidated damages herein are a genuine pre-estimate of the damages that BEE will suffer due to such delay and are not claimed as a penalty towards such delay. Parties also acknowledge that the above-liquidated damages have been provided in view of the inability to assess the quantum of damages. It is hereby clarified that the right to claim liquidated damages is in addition to other remedies available to the BEE under this Agreement and law, and is not in derogation of such remedies.

11. TERMINATION

BEE:

BEE has the right to terminate this Agreement in case of the occurrence of any of the following events specified hereinbelow. Provided that in such cases, BEE shall provide written notice thirty (30) calendar days to the Agency in the event specified below:

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder:
- (b) If the Agency (or, if the Agency consists of more than one entity if any of its members) is subjected to any proceedings of insolvency or bankruptcy or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Agency fails to comply with any final decision reached as a result of proceedings of an arbitration or a court;
- (d) If the performance in whole or in part or any obligation under this Agreement is affected by any reason of Force Majeure for a period exceeding continuous sixty (60) calendar days;
- (e) If the Agency fails to confirm the availability of Experts/Key Experts/manpower or personnel to BEE.

In the event the BEE terminates the Agreement in whole or in part, except where such termination is pursuant to Force Majeure, BEE may forfeit the Performance Security.

AGENCY:

The Agency may terminate the Agreement by giving not less than thirty (30) calendar days' written notice to the BEE, in case of the occurrence of any of the events specified hereinbelow.

- (a) If BEE fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;
- (b) If the performance in whole or in part or any obligation under this Agreement is affected by any reason of force majeure for a period exceeding continuous sixty (60) calendar days; or
- (c) If the BEE fails to comply with any final decision reached as a result of proceedings of an arbitration or a court.

Termination of Agreement for Failure to Become Effective: In the event, that the Agency is unable to commence the Services under this Agreement from the Effective Date or the date on which the commencement was mutually agreed upon by the Parties, then either Party may, not exceeding twenty-two (22) calendar days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. The Agency acknowledges and agrees that the amount and bid fee paid to BEE shall not be returned to the Agency for any reason whatsoever.

12. CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of Confidentiality; and (iii) any right which a Party may have under the Applicable Laws.

13. PAYMENT UPON TERMINATION

Upon termination of this Agreement, BEE shall solely make payment to the Agency in respect of the Services satisfactorily performed by the Agency prior to the termination.

14. SUSPENSION

BEE may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Agency of such notice of

suspension.

15. CESSATION OF SERVICES

Upon termination of this Agreement by notice of BEE to the Agency, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

16. FRAUD AND CORRUPTION

The Parties herein understand and agree to observe the highest standard of ethics during the Term. In case of Fraud and Corruption by the other Party and in accordance with BEE policy(ies):

BEE may terminate the Agreement, after giving written notice of fifteen (15) calendar days to the Agency, if it determines at any time that the Agency or its representatives are/were engaged in Corrupt, Fraudulent, Collusive or Coercive Practices during the selection process or the execution of this Agreement. BEE may also sanction against the Agency including, declaring the Agency ineligible, for a stated period of time, to be awarded any Agreement financed by the BEE if it at any time determines that the Agency has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive or Coercive Practices.

17. DISPUTE RESOLUTION

Amicable Settlement: In case a difference or dispute arises between the Parties regarding any matter under the Agreement, either Party to the Agreement may send a written Notice of Dispute ("**Notice**") to the other Party. The Party receiving the Notice shall respond within Fourteen (14) calendar days of receipt of the Notice to it in writing. If such Party fails to respond to the Notice within Fourteen (14) calendar days from the date of such receipt, or if the dispute cannot be amicably settled by the Parties within Fourteen (14) calendar days following the response of that Party then the same shall be referred to Arbitration.

Arbitration: In case of any difference or dispute arising out or in relation to this Agreement and the Parties are unable to resolve or settle the dispute amicably, either Party may refer the dispute for arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996 (along with any subsequent amendments thereto). The sole arbitrator shall be appointed mutually by the Parties. The seat and venue of such arbitration proceedings shall be held at **New Delhi, India** and the language of such arbitration proceedings and that of all documents and communications between the Parties shall be **English**.

The decision of the arbitrator shall be binding upon both Parties. Any or all costs and expenses of arbitration proceedings shall be shared equally by the Parties. However, the expenses

incurred by each Party in connection with the preparation, and presentation of their respective cases shall be borne by the Party itself.

Jurisdiction: Subject to the arbitration provisions contained hereinabove, the courts at **New Delhi** shall have exclusive jurisdiction in respect of all matters arising under this Agreement.

18. INDEMNIFICATION

The Agency shall indemnify BEE, their officers, employees, and agents ("**Indemnified Parties**") from and against all actions, suits, and proceedings and all costs, charges, expenses, losses and damages which may be incurred or suffered or caused to or sustained by the Indemnified Parties by reason of; (a) any breach, default, contravention, non-observance, non-performance of any of the terms and conditions of the Agreement by the Agency; or (b) any of the representations of the Agency being untrue. BEE agrees that the Agency's total liability for all claims connected with the Services under this Agreement is limited to the Contract Price and Performance Security amount. Provided that the Agency shall not be liable for any indirect and consequential loss or damage, loss of profit, goodwill, business opportunity, or anticipated savings.

Provided further that aforesaid limit on liability shall not be applicable; (i) in the case of any liability arising out of gross negligence or willful misconduct or fraud committed by Agency, its affiliate, officers or employees, and (ii) in case of breach of confidentiality, conflict of interest or intellectual property rights related provisions by Agency, its affiliate, Experts, officers or employees.

19. CONFIDENTIALITY

The Agency will have to maintain the confidentiality of the information compiled. In no case, the Agency be allowed to use the data or share the information with any third party except for BEE. BEE shall hold the copyrights over any of the data collected or compiled during the course of the execution of work.

Except with the prior written consent of the BEE, the Agency shall not disclose (i) the Agreement or any provision thereof; (ii) any non-public, sensitive information, technical data or know-how of the BEE; (iii) any information relating to specification, plan, research, sample, source code, CD programs, integrated codes, customers, processes; (iv) any such information which is marked as 'confidential'; or (v) any other information derived from such confidential information, ("**Confidential Information**") to any Third Party.

BEE requires the recipients of such Confidential Information to maintain its contents in the same confidence as their own confidential information.

However, notwithstanding anything to the contrary provided in this Agreement, the Agency

may disclose Confidential Information: (a) to its employees, directors, on a *need-to-know basis*, as required for the performance of Services, provided such employees, directors, and officers are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (*both internal and external*) purposes.

Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.

Additionally, the Agency may refer to the BEE and the Services performed for the BEE for reference purposes, as long as the Agency does not disclose the Confidential Information of the BEE. The Agency may retain a copy of such documents and data but shall not use the same for purposes unrelated to this Agreement without prior written approval of the BEE.

20. INTELLECTUAL PROPERTY

The Agency understands and agrees that BEE shall retain all intellectual property rights (including the right to modification, improvement, processes and formulas) over the data collected, documents, source codes, videos, photographs, databases and any other related material (collectively, “**Materials**”) prepared or captured as a part of the scope of work assigned to the Agency under this Agreement and LoA. All Materials and intellectual property shall be delivered to BEE upon the expiration or termination of this Agreement. For the purpose of this Agreement, “**Intellectual Property Rights**” shall refer to all worldwide rights related to tangible works or ideas, whether or not such rights are filed, perfected, registered or recorded including not limited to the rights related to copyright, copyright application and copyright registration, rights relating to the confidential information and all other intellectual property rights existing under the laws of India including right of privacy and publicity, irrespective whether registered or unregistered. The Agency further agrees and undertakes to maintain the confidentiality of proprietary information exchanged during the Term of this Agreement and to execute the Scope of Work/Services.

21. ACCESS TO PROJECT SITES

BEE shall provide the Agency free of charge and unimpeded access to the Project site (if any) with respect to which the access is necessary for the performance of Services mentioned herein.

22. NOTICE/COMMUNICATION

Any communication required or permitted to be given or made pursuant to this Agreement shall be in writing in the English language. Any such communication shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to

whom the communication is addressed, or when sent to such Party at the address indicated below.

A Party may change its address for not for notice hereunder by giving the other Party any communication of such change to the address.

If to BEE:

Attention: Mr. Milind Deore, Secretary BEE
Address: 4th Floor, Sewa Bhawan, Sector I, R.K. Puram, Delhi - 110066.
Fascimile: (+91)-11-26766-704
Email:

If to the Agency:

Attention: _____,
Address:
Telephone:
Email:

23. ENTIRE AGREEMENT

The Agreement contains all covenants and provisions agreed by the Parties. No agent or representative of either Party has the authority to make the Parties liable, and the Parties shall not be bound by or be liable for any other statement, representation, promise or agreement not set forth herein.

24. MODIFICATION OR VARIATIONS

Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the Services, may only be made by a written agreement between the Parties. In cases of substantial modifications or variations, the prior written consent of BEE is mandatorily required.

25. GOVERNING LAW

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India.

26. HEADINGS

The headings shall not limit, alter or affect the meaning of this Agreement.

27. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this

Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

28. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent between BEE and the Agency. The Agency, subject to this Agreement, has complete charge of the Experts/Key Experts, if any, to perform the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

29. WAIVER

The waiver (in writing) by either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

30. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law, regulation, government policy or any amendments thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

31. SURVIVAL

Clauses pertaining to the Agency's Obligation, Termination, Conflict of Interest, Indemnification, Confidentiality, Liquidated Damages, and Dispute Resolution shall survive the termination of this Agreement.

32. ASSIGNMENT

The Agency shall not sell, transfer, or assign its rights and obligations mentioned hereunder to any third party without the prior written consent of BEE.

[Remainder of the Page intentionally left blank]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES AS ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

**SIGNED, SEALED AND
DELIVERED** For and on behalf of BEE:

SIGNED, SEALED AND DELIVERED For and
on behalf of the Agency:

(Signature)

(Signature)

[Insert Designation]

WITNESSES:

1.

(Signature)

Name:

Address:

2.

(Signature)

Name:

Address:

1.1 APPENDIX A

SCOPE OF WORK/SERVICES

1.2 [APPENDIX-B](#)

DETAILS OF EXPERTS/ KEY EXPERTS

S. No.	Team Member	Minimum Experience in Similar Type of Project

1.3 APPENDIX C

BREAKDOWN OF CONTRACT PRICE AND PAYMENT SCHEDULE

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* *0**[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.