

**Request for Proposal for hiring of fabricator for conceptualizing, designing, fabricating & demonstration of the non-working cross-sectional 3-D models of Energy Efficient technologies with audio-visuals for Bureau of Energy Efficiency at NPTI (National Power Training Institute), Badarpur for demonstration purpose**

**Prepared By**



**Bureau of Energy Efficiency**

**Ministry of Power, Government of India**

**To be submitted to,**

**The Secretary, Bureau of Energy Efficiency,**

**4th Floor, Sewa Bhawan,**

**R. K. Puram, New-Delhi 110 066.**

**Last date of Submission of RfP: 14/09/2022 (Wednesday) at 15:30 hrs**

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## 1.0 Letter of Invitation

### 1.1 Advertisement

***This Request for Proposal (RfP) document is for hiring of fabricator for conceptualizing, designing, fabricating & demonstration of the non-working cross-sectional 3-D models of technologies with audio-visuals for Bureau of Energy Efficiency at NPTI (National Power Training Institute), Badarpur for demonstration purpose. The Government of India has set up Bureau of Energy Efficiency (BEE) (Website: [www.beeindia.gov.in](http://www.beeindia.gov.in)) on 1st March, 2002 under the provisions of the Energy Conservation Act, 2001. The mission of Bureau of Energy Efficiency is 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 with primary objective of reducing energy intensity of the Indian economy. Overcoming barriers for financing of energy efficiency is a key policy goal.***

***The Combined Quality Cum Cost Based Selection (CQCCBS) shall be adopted for selection of the Agency, whereby the technical proposals will be allotted 70 marks while the financial proposals will be allotted 30 marks. Technical and financial bids will be evaluated by a Tender Evaluation committee.***

***Interested agencies/firms may download the RfP document from the website: [beeindia.gov.in](http://beeindia.gov.in). In case the RfP is downloaded, intimation may be sent at the email id: [naveenk@beeindia.gov.in](mailto:naveenk@beeindia.gov.in) and [vivek.negji@beeindia.gov.in](mailto:vivek.negji@beeindia.gov.in) in the absence of such intimation, the bid shall be treated as non-responsive. The submission of the RfP document must be accompanied with the payment of the Bid Processing Fee of Rs.5,000/- (INR Five Thousand only). The payment will be accepted in the form of crossed demand draft on any scheduled bank, payable at par in New Delhi in favour of "Bureau of Energy Efficiency, New Delhi".***

***Last Date for Submission of RfP: 15:30 hrs. (IST), 14/09/2022.***

***Interested agencies/firms may contact Sh. Naveen Kumar, Sector Expert and Sh. Vivek Negi, Joint Director; BEE (Tel+91)-11- 1126766700, Fax: (+91)-11-2617-8352, Email: [naveenk@beeindia.gov.in](mailto:naveenk@beeindia.gov.in), [vivek.negji@beeindia.gov.in](mailto:vivek.negji@beeindia.gov.in) , for any clarification.***

#### *Critical Information*

|  |   |
|--|---|
| Availability of RfP document                           | 12/08/2022 (Friday)   |
| Last date for acceptance of queries                    | 29/08/2022 (Monday)   |
| Date for pre-bid meeting                               | 30/08/2022 (Tuesday, online mode/VC)                            |
| Last date for receipt of RfP document                  | 14/09/2022, 15:30 Hrs   |
| Place, time and date of opening of technical proposals | 14/09/2022, 15:30 Hrs. BEE office                               |
| <b>Date of Presentation by bidder(s)</b>               | <b>To be informed later</b>                                     |
| Place, time and date of opening of financial proposals | To be informed later<br>(only to technically qualified bidders) |
| Validity of RfP document                               | 90 days from the date of opening                                |
| Timeline to complete job                               | 180 days from date of award of work order                       |

|                                   |  |
|-----------------------------------|--|
| <b>Contact Person for queries</b> | <b>Sh. Naveen Kumar, Sector Expert</b><br><a href="mailto:naveenk@beeinida.gov.in">naveenk@beeinida.gov.in</a><br><br><b>Shri. Vivek Negi, Joint Director;</b><br><a href="mailto:vivek.negj@beeindia.gov.in">vivek.negj@beeindia.gov.in</a> , |
|-----------------------------------|--|

## 2.0 Scope of Work

- (i) The work has to be undertaken on a turnkey basis and will include all aspects of fabrication of working model, i.e. from conceptualization, making of designs, fabrication, modification of designs from time to time as per the requirement and & demonstration of non-working 3-D cross-sectional models of Energy Efficient technologies with audio-visual effects.
- (ii) The job includes: Liaisoning with the OEMs (Original Equipment Manufacturers) / Industry where the technology is working; Conceptualizing the technology to a model; preparation of cut-sectional 3-D model; presentation of the designs in consultation with BEE/Industry for seeking approval of design before fabrication of the models, modifications thereafter as per requirements.
- (iii) The models shall be supported with audio-visual effects & display for explanation & demonstration purpose of the technology. It will also include the development of animation video for each non-working model for given technologies.
- (iv) The model shall be fully assembled at the agency's workshop for inspection by BEE / Industry / OEM experts.
- (v) Final Installation/commissioning of non-working model after approval of BEE as per time schedule and instructions by the BEE. The job will also involve actual presentation and display of model at NPTI (National Power Training Institute), Badarpur for demonstration purpose.
- (vi) The turnkey project would also include any other work that may have direct or indirect bearing with the fabrication and presentation of the models and may facilitate the project in any manner.
- (vii) Information about models to be demonstrated and relevant inputs as required will be made available by BEE. BEE shall facilitate visit to the OEM/Industry for understanding & conceptualizing of the technology for preparation of demonstration models by the agency.
- (viii) BEE will have the right to modify, change, accept or reject the work in totality or any part thereof, if the models are not to the satisfaction of the industry/OEM/BEE.
- (ix) The scope of work shall cover the labour, tools, parts, components, design, materials, & performance of work necessary for manufacturing & demonstration of models at site.

- (x) The models shall be supported with audio-visual effects & display for explanation & demonstration purpose of the technology. It will also include the development of animation video for each non-working model for given technologies.
- (xi) The model shall be communicative of its contents through electronic animation & optical effect to indicate the process of energy efficiency.
- (xii) The job would also encompass preparation of video with audio-visual recording describing the technology for display at NPTI.
- (xiii) The model shall be mounted in a dustproof transparent acrylic display case having aluminum frame, sufficiently rigid & robust to withstand lifting arrangement. It shall also have a lifting provision & should be mounted on the stand of adequate size for display.
- (xiv) An engraved plate depicting the name of the technology shall be provided with the model.
- (xv) The drawing & design of the models shall be prepared by the agency & shall be approved by the BEE/Industry before fabrication.
- (xvi) The construction shall ensure the visibility of the important parts through cut-sections.
- (xvii) Two supporting standee of about 6 ft height & 3 feet of good quality shall be prepared for display along with each of the models
- (xviii) The design & drawing of the technology shall also be displayed in the form of good quality framed signage of suitable size
- (xix) The technologies (indicative only) for which cross-sectional 3-D models shall be prepared are the following. However, these technologies shall be finalized by BEE in liaison with the Industry / OEM & the agency has to prepare models of the finalized technologies. The tentative list of technologies is as follows:

## **a) Iron & Steel Sector:**

### **1. Waste Heat recovery in Sinter Plant**

In a sinter plant, sensible heat can be recovered both from the exhaust gases of the sinter machine and the off-air of the sinter cooler. Heat recovery can be in different forms:

- Hot air streams both from sinter machine and the sinter cooler can be used for the generation of steam with the installation of recovery boilers. This steam can be used to generate power or can be used as process steam. For increased heat recovery efficiency, a high-temperature exhaust section should be separated from a low-temperature exhaust section and heat should be recovered only from high-temperature exhaust section.
- Sinter machine exhaust can be re-circulated to the sinter machine, either after going through a heat recovery boiler or without it.
- Heat recovered from the sinter cooler can be recirculated to the sinter machine or can be used for preheating the combustion air in the ignition hood, for pre-heating of the raw mix to sinter machine.

## **2. Oxy fuel burners**

Oxy fuel refers to the practice of totally replacing air as the source of oxidizer for combustion with industrial grade oxygen. Oxy fuel combustion reduces or eliminates nitrogen in combustion air and substantially reduces waste heat carried out with flue gas. The oxy fuel burners can be used in high temperature reheating furnaces where temperature uniformity is critical and extremely low NOx emissions are desired. The general advantage of replacing air with industrial grade oxygen is that the nitrogen content present in the air brought to the combustion process gets almost or completely eliminated. Reduction of nitrogen in combustion allows for higher flame temperature and combustion efficiency as lower combustion gas volume reduces the amount of heat taken from the flame and lost in the exhaust gases.

The benefits of using oxy fuel as compared to air fuel combustion are namely (i) reduced energy consumption, (ii) increased heating rate resulting in higher production with no increase in furnace temperature set point, and (iii) reduced furnace emissions

### **b) Cement Sector:**

#### **1. Co-processing feeding arrangement to increase the AFR Utilization.**

Various studies indicate that the Greenhouse Gas (GHG) emissions reduction potential through waste utilization in cement kilns is extremely high. In Japanese cement industry utilizes over 450kg of waste per tonne of cement manufactured, and European cement plants have a TSR average of about 40%. In the end of PAT Cycle-2 Average TSR of PAT Cycle-2 DCs is 5%. Alternative Fuels such as PTA Sludge, Syngenta Waste, Pines leaves etc, Municipal Solid Waste.

## **2. Waste Heat Recovery Power Generation from Pre-heater and Cooler Outlet.**

In a cement plant, nearly 35% heat is lost, primarily from the preheater and cooler waste gases. This corresponds to around 70 to 75 MW of thermal energy which is catered through burning of fossil fuels such as coal, petcoke, imported coal etc. Thus directly corresponds to fuel savings because of less consumption of these fuels. Also as a rule of thumb, around 30 kwh of electricity can be generated per tonne of clinker, from a 5-stage preheater kiln, by utilising the waste heat of exhaust gases from Preheater & Grate Cooler.

## **3. Installation of Vertical Roller Mill**

Vertical Roller Mill (VRM) is used for grinding the raw materials, clinker and other additives in cement plant. VRM leads to higher throughput rates of more than 1400 tph with electrical energy savings upto 40%. It has lower specific wear rates which reduces time and cost of maintenance to minimum and thus increasing reliability.

## **4. Installation of Kiln Shell radiation recovery system in Kiln for CPP makes up water heating.**

Shell radiation temperature of Kiln in combustion zone is as high as 270 degree Celsius which accounts for 2.2% of thermal SEC of pyro section. Installation of heat exchanger panel around the kiln in various configurations led to absorb radiation and convection heat losses in water. The water is heated in the heat exchanger around kiln shell and is used in CPP or WHRS as preheated makeup water, thus reducing the thermal load of power plant.

### **c) Chlor-Alkali Sector:**

#### **1. Installation of Microturbine**

The unutilized pressure energy in the process plant PRV / PRDS, which is otherwise simply throttled, can be conserved by installation of a micro-turbine in the steam line to generate power/captive power. In the process, the micro turbine is installed parallel to the PRV and the exit line from the turbine is connected to the process line. The micro turbine reduces the steam pressure to the required process (Back) pressure. Micro turbine converts this pressure energy to high velocity that gives an impulse to rotate the turbine wheel at a speed of 12000 RPM. This high speed is reduced through a reduction gear box to 1500/3000 RPM to generate incidental green electric power. Since the system can utilize saturated steam, it becomes highly beneficial for industries using saturated steam.

### **d) Pulp & Paper Sector:**

## **1. Pre-conditioned Refiner Chemi-Alkaline peroxide Mechanical Pulping (BCTMP)**

Designed to produce high quality pulp with lower power & chemical demand.

The main unique feature of BCM, BCTMP mill is, it has to work with zero liquid discharge concept, means, there is no liquid discharge to effluent treatment plant like conventional APMP mills, for this, ITC has gone for specially designed & customized evaporator plant exclusively for handling low solid effluent from BCTMP mill. Installed in M/S ITC, PSPD has installed state of art, BCTMP mill in year 2017.

## **2. Bubbling to Spouted bed combustion conversion for enhanced generation in AFBC boiler**

After the application of this technology, the boiler operates on full load on sustained basis maintaining bed temperature less than 900 degree Celsius. There is no appreciable change in superheater performance.

## **3. Biogas firing in rotary kiln**

The lime kiln used for making calcinations of lime. The primary heat energy used is furnace oil which may replace with Biogas by means of treatment of foul condensate along with bagasse effluent biologically for generation of biogas. The foul condensate with Bagasse pith filtrate contains proteins, lipids, carbohydrates undergo hydrolysis, acidogenesis and methanogenesis. CH<sub>4</sub>+CO<sub>2</sub> biogas is produced, and it is used in rotary lime kiln.

For the generation of Biogas, foul condensate is treated with bagasse effluent. The mixture of Foul condensate along with Bagasse pith filtrate contains proteins, lipids, and carbohydrates and undergoes several process including hydrolysis, acidogenesis and methanogenesis. As a reaction to these processes, CH<sub>4</sub> + CO<sub>2</sub> biogas is produced, which is then collected in a suitable balloon cover provided above the anaerobic lagoon to collect the biogas. To make sure that the sulphide doesn't react in the anaerobic digestion, Ferric chloride is regularly added to make the process safe.

The biogas thus generated is of high quality, containing 65% methane content. On an average, roughly about 2000 Nm<sup>3</sup>/day biogas is produced and pumped into the lime kiln.

### **e) Textile Sector:**

#### **1. Waste Heat Recovery from Centrifugal Air Compressor for Hot water Generation.**

The existing System comprises of battery of water-cooled screw compressors. During energy audit recommended replacing with centrifugal compressor with waste heat recovery system for hot water generation

The 90% of compressor input energy input to air compressor is waste heat. The measure resulted in 11 m<sup>3</sup>/hr. of Hot water generation at 70°C (700 kW motor of centrifugal air compressor) along with avoiding use of cooling tower.

## **2. Air flow dyeing machine**

The Air Flow dyeing Machine uses low MLR ratio and uses jet of air for coloration of the fabric, which leads to saving in water consumption and less steam requirement for Dyeing of the Fabric compared to soft flow dyeing machine.

## **3. Ultrasonic-Assisted Wet Processing**

The use of **ultrasound in textile wet processing** offers many potential advantages including energy savings, process enhancement and reduced processing times, enumerates. Ultrasound energy is sound waves with frequencies above 20,000 oscillations per second, which is above the upper limit of human hearing. In a liquid, these high-frequency waves cause the formation of microscopic bubbles or cavitations. They also cause insignificant heating of the liquid. Ultrasound causes cavitation bubbles to form in the liquid. When the bubbles collapse, they generate tiny but powerful shock waves. In a solid, both longitudinal and transverse waves can be transmitted whereas in gas and liquids only longitudinal waves can be transmitted. In liquids, longitudinal vibrations of molecules generate compression and refractions, i.e., areas of high pressure and low local pressure. The latter gives rise to cavities or bubbles, which expand and finally during the compression phase, collapse violently generating shock waves. The phenomena of bubble formation and collapse (known as cavitations) are generally responsible for most of the ultrasonic effects observed in solid/liquid or liquid/liquid systems

- (xx) The copyright of the working models shall vest with BEE.
- (xxi) The Agency should use state of art technologies and be free of any infringement of IPR (Intellectual Property Rights) of any third party.
- (xxii) In case infringement of Intellectual Property Rights (IPR) of any third Party(ies) takes place, the Agency hired by BEE for fabricating the models is liable for payment of compensation to the aggrieved third party. It shall be responsible to indemnify BEE and shall be required to pay license fee and any other payment to the third/other party required for settling the matter.
- xii) The decision of BEE about the quality of services will be final and shall not be challenged by the Agency on any ground whatsoever.

### **3.0 Time-frame**

- (i) The Agency selected for the execution of the job has to complete all the models as per the deadlines and time schedules fixed by BEE for completion of the various stages of the work and any time schedule to be fixed by the BEE so as to enable this department to fine tune the processes involved in fabrication &

- demonstration as per requirement from time to time before the display.
- (ii) The total timeframe for preparation of models shall be 6 (Six) months from the date of issue of work order/contract.
  - (iii) BEE will have the right to make necessary modifications/alterations in the layout till the last moment in order to ensure that a quality product is finally put on display.
  - (iv) Failure to meet the time schedule will invite penalty @ 5% of the Contract Value per day.
  - (v) The detailed time frame against the given Scope of Work in section 2.0 of this RfP as below:

| S.No. | Milestone       | List of Activities to be carried out | Timeline                         |
|-------|-----------------|--------------------------------------|----------------------------------|
| 1.    | 1 <sup>st</sup> | S.No. (ii)                           | 60 days from the award of work   |
| 2.    | 2 <sup>nd</sup> | S.No. (iii) to (iv)                  | 120 days from the award of work  |
| 3.    | 3 <sup>rd</sup> | S.No. (v)                            | 180 days from the award of work. |

#### **4.0 Terms and Conditions**

- (i) Agencies should have experience of conceptualization of theme, fabrication and display of cross-sectional 3-D models at the different levels in industries/exhibitions at least for three years (copy substantiating the claim should be enclosed).
- (ii) Agencies should have a minimum annual turnover of Rs.2 Crore (Rs Two Crores) at least for three years during the last five years (copy substantiating the claim should be enclosed).
- (iii) Agencies must have experienced creative personnel like visualizers or concept Director, fabricators, etc. either on its rolls or on retainer basis (copy substantiating the claim should be enclosed).
- (iv) Such Agencies that have won prizes/commendations for model preparation by them by government/industry/private parties/exhibition agencies/event managers in the previous years will be assigned additional weightage (copy substantiating the claim should be enclosed).
- (v) Agencies must be registered with the competent authority for VAT/Service Tax.
- (vi) All the pages of the tender document should be signed by the authorized signatory.

#### **4.1 Integrity Pact**

1. *In order to ensure transparency, equity and competitiveness in public procurement, as mandated by the Central Vigilance Commission, as a part of this RFP document, BEE has provided an Integrity Pact which is required to be*

*furnished by the Bidder as an essential preliminary qualification requirement under this RFP.*

- 2. An Integrity Pact on plain paper as per the format at Form-A1 of this RFP document shall be duly signed and sealed by the authorized signatory of the Bidder and submitted as a part of the Technical Bid. However, the actual execution of the Integrity Pact on non-judicial stamp paper of requisite value will be done at the time of execution of the Agreement/ Contract by the Selected Bidder with the BEE. If the Bidder is a Joint Venture or Consortium, then this Pact must be signed by all partners or members.*
- 3. The Integrity Pact shall be read as an integral part and parcel of the RFP document and the Contract/ Agreement to be signed between the Successful Bidder and BEE. The Integrity Pact shall be operative from the date it is signed by both the Parties till the final completion of the contract. Any violation of the same at any stage i.e. during bidding process and during contract execution stage, would entail disqualification of the Bidder and exclusion from future bidding dealings.*
- 4. The Bidder shall also furnish an undertaking on its letter-head as per the format attached in Form-A2 duly signed and sealed by the authorised signatory of the Bidder and submitted as a part of the Technical Bid under this RFP Document. In case the Bidder is a Joint Venture or Consortium, then this Undertaking shall be provided by the Lead Member/ Partner of the Joint Venture or Consortium Bidder on behalf of all the partners/ members.*

## **5.0 Documents required to be submitted along with the bid**

The Agency bidding for the above shall furnish the following documents along with the bid:

- (i) Self-attested copies of certificates/work-orders for any theme-based fabrication showing experience of conceptualization of theme, fabrication and display of working models at exhibitions or at any other level over three years.
- (ii) Valid Service Tax Registration Certificate.
- (iii) Income Tax return of last three years along with copy of PAN card.
- (iv) An Earnest Money Deposit (EMD)/Bid Security of Rs.3,00,000/-(Rupees three lakhs only) and Bid processing fees of Rs. 5,000/- (Rupees five thousand only) in the form of Demand Draft in favour of the "Bureau of Energy Efficiency" payable at New Delhi, valid for a period of 45 days beyond the final bid validity period. Bid processing fees should be enclosed/attached in technical proposal. The EMD will be returned to unsuccessful Agencies, after the tender process is completed. Interest shall not be payable on the Earnest Money Deposit.

An agency/bidder registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, is exempted to submit the EMD. However, agency/bidder has to submit the MSEs registration certificate in support of EMD exemption claim

- (v) Declaration as given in **ANNEXURE-I**.
- (vi) Declaration of Non-tampering of Documents in case of downloaded tender, in the format given in **ANNEXURE-II**.
- (vii) Integrity Pact along with undertaking in the format given in **ANNEXURE-III**.
- (viii) The bid security may be forfeited in case of the following:
  - a) If the Agency withdraws its bid during the period of validity specified in the bid form.
  - b) If the successful Agency fails to sign contract within one week of the issue of letter of intent.
  - c) If the successful Agency fails to furnish performance security.

In either case, the Agency will not be eligible to participate in any tender initiated by BEE for same item of work for three years from the date of issue of Notice Inviting Tender (NIT).

Failure to furnish all the information required as per Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. All the pages of the Tender Document and certificates shall be duly signed by the Agency.

## **6.0 Submission of Technical and Financial Bids**

As a part of the proposal, the Agencies will have to submit two separate Sealed Envelopes placed within an outer envelope as mentioned below:-

- (i) First envelope containing "Technical Bid" should contain particulars in the format at **ANNEXURE-IV** regarding eligibility criteria and treatment of the theme as follows:
  - (a) Experience of conceptualization of theme, fabrication and display of model at the reputed level.
  - (b) Details of annual turnover of the bidder for the last five years duly audited by Chartered Accountant.
  - (c) Details of experience of creative personnel like Visualizers, Concept Directors, Fabricators, etc.
  - (d) Details of prizes won.
  - (e) Registration of the Agency with the competent authority for VAT/Service Tax.
  - (f) The treatment suggested for the theme selected by the Ministry. Besides a narrative explanation, the treatment should contain drawings and designs explaining the manners in which the theme can be presented. The Agencies can present more than one design for the theme.

(g) Earnest Money Deposit (EMD)/Bid Security of Rs.3,00,000/- (Rupees three lakhs only). As per details given at Para 5 (iv) above of Documents required to be submitted along with the bid.

- (ii) Second envelope containing “Financial Bid” should comprise of the consolidated cost estimates as per the format given at **ANNEXURE-V**. The Agencies are required to understand the work properly before quoting the rates. Short listing will be made on the assessment of the technical bid, i.e. eligibility criteria and treatment of the theme and its presentation in the form of drawings and designs.

### 7.0 Submission of Bid

The bids should be duly sealed and submitted to Secretary, BEE, 4<sup>th</sup> floor, Sewa Bhawan, R.K Puram, New Delhi-110066. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the Agency unopened. Agencies will not be permitted to alter or modify their bids after submission.

### 8.0 Bid Opening

- (i) The bids shall be opened in the presence of the Agencies or their authorized representatives on the due date. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.
- (ii) The Agency should be available on that day and time to explain and present their concept to the BEE’s Committee.

### 9.0 Evaluation of Technical and Financial Bids

| S.No. | Remarks   | Maximum Marks |
|-------|---|---------------|
| 1.    | Relevant experience of conceptualization of theme, designing, fabricating & demonstration of the non-working cross-sectional 3-D models with proof of successful completion.<br>(A maximum of <b>five</b> Marks shall be awarded for each fabrication of model and presentation in the National event/State event/Industry/reputed level) | 30            |
| 2.    | Experience of industry specific preparation of 3-D models having Industrial design with proof of successful completion. (A maximum of <b>five</b> Marks shall be awarded for each fabrication of model and presentation in the National event/State event/Industry/reputed level)   | 30            |
| 3.    | Presentation to the Selection Committee   | 30            |
| 4.    | Infrastructure and Financial status of the Organization:<br>(i) Details of manpower/key professionals like Visualizers or   | 5             |

|  |   |            |
|--|---|------------|
|  | Concept Director, fabricators, etc. and materials.      |            |
|  | (ii) Details of annual turnover for the last five years | 5          |
|  | <b>TOTAL</b>  | <b>100</b> |

The evaluation of bids shall be carried out in two stages, i.e. technical and financial. The Technical Bids will be allotted 70 Marks, on the basis of the following parameters:

**\*\*Presentation to the Selection Committee:** The presentation to the selection committee is part of the technical evaluation of the bids. A presentation will have to be given by the bidders on the date, time & venue given by BEE. The presentation shall consist of the following:

- The presentation by the bidder should be of maximum of 10 slides only
- Presentation should include in brief the background of the bidder with team details
- Presentation should include the brief on work done by the bidder & the models prepared by them with the list of clients (agency/industry/events) & successful completion of projects. It may include the photos/pictures of the models prepared by them & the purpose for preparing the models.
- Presentation should include the conceptualization of the idea, as perceived by them from the scope of work provided by BEE.
- Presentation should include the bidder's own innovative concept, designing & deliverables for the specific job under the scope of work, as perceived by them.
- The presentation should include the time-lines & work plan for completing the work

**Opening and Evaluation of Technical Bids:** Technical Bids shall be first opened and evaluated. The TEC (Technical Evaluation Committee) of BEE shall evaluate the Technical Bids on the basis of the responses to the scope of work, applying the evaluation criteria, sub-criteria, and point system specified as above. Evaluations will be based on creative/innovative evidence submitted by the Agency with respect to evaluation/selection criteria. The total of 100 marks shall be converted to 70 marks for technical evaluation of the bids.

**Opening and Evaluation of Financial Bids:** Financial bids shall be opened only of those Agencies whose Technical Bids would be complete in all respects as per the Tender Document and such Agencies who have scored a minimum of 50 marks out of total 100 marks in technical evaluation, including the presentation. The decision of the BEE with regard to selection of Agency will be final and binding and no communication in this regard will be entertained.

After the technical evaluation is completed, BEE shall inform in writing to the short-listed Agencies about the date, time and venue for opening the Financial Bids. The attendance of the Agencies at the opening of Financial Bids is optional, but it shall be recorded and signed by all present. The Financial Bids will be allotted 30 marks. The final selection would be made on the basis of "Combined Quality Cum Cost Based Selection (CQCCBS)" with weighted average of 70 marks for technical evaluation & 30 marks for financial bids.

## **10.0 Performance Security Deposit**

In case of award of work, a sum of 3% of the total value of cost shall be deposited by the selected Agency as Performance Security in the form of Bank Guarantee within 14 days of issue of Letter of Award (LOA). The deposit shall be in the form of an irrevocable Bank

Guarantee issued by a Scheduled Commercial Bank in favour of the “Bureau of Energy Efficiency” as per the format given at **ANNEXURE-VI**. On submission of this Bank Guarantee, the EMD shall be refunded. This Bank Guarantee shall be released only after successful completion of the consultancy assignment. Bank Guarantees issued by the following Banks would only be accepted:

Any Indian Nationalized Bank

Bank guarantee will remain valid for a period of sixty days beyond the date of completion of all contractual obligations (i.e. date to be indicated).

### **11.0 Award of Contract**

BEE shall consider placement of LOA to the Agency whose offers have been found technically and financially acceptable. The Agency shall within 7 days of the issue of the LOA give its acceptance and sign agreement with BEE. **Signing of Contract**

Signing of Agreement shall constitute the award of hiring contract on the Agency.

### **12.0 Annulment of Award**

Failure of the successful Agency to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event BEE may make the award to any other Agency at the discretion of BEE or call for new bids.

### **13.0 Right to Accept or Reject**

BEE reserves the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason.

### **14.0 Termination of Contract**

BEE may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts:

- (i) If the Agency fails to arrange the supply of any or all of the deliverables within the period specified in the contract or any extension therefore granted by the BEE.
- (ii) If the Agency fails to perform any other obligations under the contract agreement.
- (iii) BEE may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the Agency, in the above circumstances.
- (iv) Notwithstanding anything contained herein, BEE also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the Agency.

## **15.0 Termination for Insolvency**

BEE may also by giving written notice and without compensation to the Agency, terminate the contract if the Agency becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## **16.0 Force Majeure**

- (i) If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BEE as to whether the work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.
- (ii) Provided also that if the contract is terminated under this clause, the BEE shall be at liberty to take over from the Agency at a price to be fixed by the BEE which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BEE elect to retain.

## **17.0 Arbitration**

In the event of any question, dispute or difference arising under the Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996, as amended or replaced from time to time.

## **18.0 Jurisdiction**

The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitration, as determined by the arbitrators shall be shared equally by BEE and the Agency. However, expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

## **19.0 Dispute Settlement**

Performance of the Contract is governed by the terms and conditions of the Contract. In case any dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, clause 17 of above shall become applicable.

## **20.0 Indemnity**

The Agency shall indemnify the BEE in respect of any damages, claims, loss or action against BEE for acts of commission or omission on the part of the Agency, its agents or servants.

## **21.0 Late Bids**

- (i) Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the Agency. It is the sole responsibility of the tenderer to ensure timely submission of tender.
- (ii) The tenderer shall quote the rate only in English or Hindi, both in words and figures, in the manner as specified for every mentioned item separately.
- (iii) In the case of illiterate tenderers, a witness should attest the tendered rate. Rates quoted in words will have precedence over the rates quoted in figures.
- (iv) All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.

The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses, in case of the authorized representative, a duly certified copy of the power of attorney, signs it in that behalf shall accompany the tender. In case of the partnership firm, attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company, the attested

copy of Memorandum of Article & Association shall be submitted along with the tender document.

- (vi) The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and also sign wherever required in the tender document as to his acceptance of each term and condition of the contract. All signatures in the tender document shall be dated.
- (vii) Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the "Bureau of Energy Efficiency" as mentioned in the Notice Inviting Tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- (viii) Interest shall NOT be payable on the Earnest Money deposit.
- (ix) The Earnest Money of the successful tenderer will be adjusted towards security deposit and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.

## **22.0 Breach of Contract**

The breach of contract is the failure or refusal to perform the said contract to the satisfaction of the Ministry. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

## **23.0 Terms of Payments**

Payment shall be made to the Agency as per the following schedule:

- (i) 10% of the total contract value shall be released on award of contract as a mobilization advance.
- (ii) 30% of the total contract value shall be released after completion of 1<sup>st</sup> milestone as state in section 3.0 in Timeframe.
- (iii) 30% of the total contract value shall be released after completion of 2<sup>nd</sup> milestone as state in section 3.0 in Timeframe.
- (iv) 30% of the total contract value shall be released after completion of 3<sup>rd</sup> milestone as state in section 3.0 in Timeframe.

### **Others:**

- (iv) Deduction at source for income tax or any other tax as applicable shall be made as per law.
- (v) BEE shall not be liable for any default of payment by the Agency to the parties involved or engaged by it for this project.
- (vi) BEE will not bear any additional cost of any kind for any work that at the Agency

may have to undertake in course of the project beyond agreed amount as per tender.

- (vii) In case of default of any kind including failure to fulfill the terms and conditions of the job agreement/tender, BEE can forfeit the security deposit provided by the Agency.
- (viii) BEE reserves the right to reject/cancel the tender at any time without assigning any reason. Proposals, complete in all respects, should be submitted to Secretary, BEE, 4th floor, Sewa Bhawan, R.K Puram, New Delhi-110066.

#### **24.0 Other Miscellaneous Conditions**

- (i) BEE reserves the right to counter offer price against price quoted by the Agency.
- (ii) BEE reserves the right to disqualify such Agencies for a suitable period who fail to honour their bid without sufficient ground.
- (iii) The bidder must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
- (iv) In respect of the matters pertaining to this contract, bidder shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by bidder himself or by his legal representative at Delhi only.
- (v) The bidder shall be bound by all terms, conditions and specifications as detailed in this tender document.
- (vi) It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
- (vii) Any bidder participating in this RfP should make sure that he will be able to carry out the work in the contract.
- (viii) It is implied that the bidder has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
- (ix) The bidder acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.

(x) The bidder who are confident of executing the contract in time by employing the required resources, men and materials should only participate in this RfP offered.

(xi) The bidder schedule shall be read in conjunction with Specifications, General Instructions, and Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the RfP document.

(xii) Timeframe: The total timeframe for preparation of models shall be 6 (Six) months from the date of issue of work order/contract.

(xiii) BEE has the right to increase or decrease the number of models, for which there shall be no objection from the agency to whom the work order/contract is issued.

General Important guidelines are provided in Annexure- VII

## 25.0 ANNEXURES

### ANNEXURE-I

#### DECLARATION

I, \_\_\_\_\_ Son/Daughter/Wife of  
Shri \_\_\_\_\_ Proprietor/Director/authorized signatory  
of the Agency/Firm/Organisation, mentioned above, am competent to sign this  
declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide by them;

3. The information / documents furnished along with the above application are true  
and authentic to the best of my knowledge and belief. I / we, am / are well aware of the  
fact that furnishing of any false information / fabricated document would lead to rejection  
of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Date:

Place:

Seal :

**DECLARATION REGARDING DOWNLOADED DOCUMENT**

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. \_\_\_\_\_ hereby declare that I / We have not tampered the Tender Document No. Nil dated 12.8.2022 downloaded from the website of BEE (<http://beeindia.gov.in>).

Signature -----

Name -----

Name & address of the firm: -----

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## ANNEXURE-III

**RfP Form A1: Integrity Pact Format.**

**Integrity Pact (Refer clause 4.1)**

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

This Integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day

of 20\_ BETWEEN

**BUREAU OF ENERGY EFFICIENCY (BEE), a statutory body set-up under the provisions of the Energy Conservation Act, 2001 by the Government of India with the primary objective of reducing energy intensity of the Indian economy, having its office at 4<sup>th</sup> Floor, Sewa Bhawan, R.K. Puram, New Delhi-110066, acting through its \_\_\_\_\_**

**[designation of the concerned officer] (hereinafter referred to as the "Principal", which expression shall, unless repugnant to the meaning or context thereof, include its successors and permitted assigns) of the ONE PART;**

**AND**

\_\_\_\_\_ (name of the Bidder), acting through Mr./ Ms. \_\_\_\_\_ (name of the Authorised Signatory), holding the designation of

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

**Preamble**

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

**{Name of the work} (hereinafter referred to as the "Contract").**

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

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

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

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

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

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

*(a) No employee of the Principal, personally or through family members, will in connection with the Tender for \_\_\_\_\_ {Name of the work}, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.*

*(b) The Principal will, during the Tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution.*

*(c) The Principal will exclude all known prejudiced persons from the process.*

*(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 (“IPC/ PC Act”) or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as*

*per its internal laid down Rules/ Regulations.*

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

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

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

*disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.*

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

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

- (1) If the Bidder/ Contractor/ Consultant/ Vendor, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder/ Contractor/ Consultant/ Vendor from the tender process.*
- (2) If the Bidder/ Contractor/ Consultant/ Vendor has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Consultant/ Vendor for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR, 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to the Principal, taking into account the severity of the transgression. The severity will be determined by the Principal by taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Consultant/ Vendor and the amount of the damage.*
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".*
- (4) The Bidder/ Contractor/ Consultant/ Vendor with its free consent and without any influence agrees and undertakes to respect and uphold the*

*Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.*

- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Consultant/ Vendor shall be final and binding on the Bidder/ Contractor/ Consultant/ Vendor, however, the Bidder/ Contractor/ Consultant/ Vendor can approach IEM(s) appointed for the purpose of this Pact.*
- (6) On occurrence of any sanctions/ disqualification etc. arising from violation of this Integrity Pact, the Bidder/ Contractor/ Consultant/ Vendor shall not be entitled for any compensation on this account.*
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Consultant/ Vendor could be revoked by the Principal if the Bidder/ Contractor/ Consultant/ Vendor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.*

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

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

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

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

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

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

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

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

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

- (1) *The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them*

*under the contract/ agreement.*

- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the Principal.*
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raised before him, as and when warranted.*
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.*
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.*
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case.*
- (7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.*
- (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.*

(9) *The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.*

(10) *If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.*

(11) *The word 'Monitor' would include both singular and plural.*

### **Article 9 Pact Duration**

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

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

### **Article 10 Other Provisions**

(1) *This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.*

(2) *Changes and supplements as well as termination notices need to be made in writing only.*

(3) *If the Bidder/ Contractor/ Consultant/ Vendor is in a partnership/ joint venture or a Consortium, this Pact must be signed by all partners or members.*

(4) *Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.*

- (5) *Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.*
- (6) *In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in Integrity Pact shall prevail.*
- (7) *Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.*
- (8) *The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Consultant/ Vendor who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.*

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

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

-----  
**(For & On behalf of Bidder/**

**(Office Seal)**

**(Seal/ Stamp)**

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_

**Witness 1:**

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

**Witness 2:**

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

---

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

**RfP Form A2: Undertaking Format under Integrity Pact Declaration Letter.**

**FORM OF UNDERTAKING**

**(to be given on the letter-head of the Bidder/ Lead Member)**

**To**

.....

**BUREAU OF ENERGY EFFICIENCY (BEE),**

**4th Floor, Sewa Bhawan,  
R.K. Puram,  
New Delhi - 110066**

**Subject: BID for the “ .....”**

**Reference: RFP No..... dated: .....**

*Dear Sir,*

*I/ we have taken note of the Integrity Pack (Form A1) appended to the aforesaid RFP. We understand that only those Bidders who commit themselves to such a Pact with BEE/ Principal, would be considered competent to participate in the bidding process; signing of this Integrity Pact and furnishing the same as a part of my/ our Bid, is an essential preliminary qualification requirement.*

*I/ We understand that the Integrity Pact shall be deemed to form a part and parcel of the RFP document and the contract/ agreement to be subsequently executed by the BEE with the Successful Bidder and we undertake to remain bound by its provisions.*

*I/ We hereby confirm and undertake that in the event I/ we commit any violation of the Integrity Pact it would entail disqualification from the bidding process and if the work has been awarded to me/ us, then it would lead to cancellation of the letter of award and termination of our contract/ agreement with BEE, and my/ our exclusion from future business dealings with BEE/ Principal as per the existing provisions of GFR 2017, Prevent of Corruption Act, 1988 and other Financial Rules/ Guidelines as may be applicable to BEE/ Principal.*

*I/ We further undertake that in case I/ we engage any subcontractor, if permitted*



**TECHNICAL BID FORMAT**

| <b>S.No.</b> | <b>Remarks</b>  | <b>Maximum Marks</b> |
|--------------|---|----------------------|
| 1.           | Relevant experience of conceptualization of theme, designing, fabricating & demonstration of the non-working cross-sectional 3-D models with proof of successful completion.<br>(A maximum of <b>five</b> Marks shall be awarded for each fabrication of model and presentation in the National event/State event/Industry/reputed level) | 30                   |
| 2.           | Experience of industry specific preparation of 3-D models having Industrial design with proof of successful completion. (A maximum of <b>five</b> Marks shall be awarded for each fabrication of model and presentation in the National event/State event/Industry/reputed level)   | 30                   |
| 3.           | Presentation to the Selection Committee   | 30                   |
| 4.           | Infrastructure and Financial status of the Organization:<br>(i) Details of manpower/key professionals like Visualizers or Concept Director, fabricators, etc. and materials.  | 5                    |
|              | (ii) Details of annual turnover for the last five years   | 5                    |
|              | <b>TOTAL</b>  | <b>100</b>           |

It is hereby certified that the information, as indicated above, is correct.

Signature

Name of the person with designations

Name of the Firm:

Address:

Tel. No. :

Fax No. :

Mobile No. :

**ANNEXURE-V**

**FINANCIAL BID FORMAT**

I \_\_\_\_\_, authorized representative of the Agency/Firm/Organisation, hereby quote the **rate inclusive of all incidental expenses and taxes** for the following job of BEE on behalf of my Agency/Firm/Organization :-

| <b>S.No.</b> | <b>Description of Job</b>  | <b>Rate in figures and words (per model)</b> |
|--------------|--|--|
| 1            | Conceptualizing, designing, structuring, fabricating and demonstration of non-working 3-D model at NPTI, Badarpur for BEE.     |  |
| 2            | Total model(s) proposed to be fabricated & demonstrated (sector-wise as mentioned in Scope of Work at section 2.0 of this RfP) |  |
| 3            | <b>Grand Total</b>   |  |

**\*About 13 models will be required to be designed, fabricated & demonstrated by the agency for which they have to quote. Any bid for less than the mentioned numbers shall be disqualified.**

These rates include all material, labour charges and incidental charges for fabrication and demonstration of models as specified in Scope of Work.

I \_\_\_\_\_, undertake to abide by the terms & conditions as laid down in the Tender Document of Bureau of Energy Efficiency, follow the instructions given by the Tender Evaluation Committee (BEE) as well as Expert Committee of Ministry of Power, Government of India, from time to time.

Signature

Name of the person with designation :

Name of the Firm/Agency/Organisation :

Address:

Tel. No. :

Fax No.

Mobile No.

**BANK GUARANTEE FORMAT**

On a stamp paper of minimum Rs----- (From any Nationalized or Scheduled Bank)

To

Secretary,  
Bureau of Energy Efficiency  
4<sup>th</sup> floor, SewaBhawan  
R.K.Puram, New Delhi-110066.

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs..... towards Security Deposit, Messrs. .... Having its/ their office/ registered office at ..... (hereinafter called the contractor) towards Security Deposit for the due performance of the Contract entered into by them for the..... at ..... in accordance with the due fulfillment of the said Contract or of the terms and conditions contained therein, we hereby undertake and agree to indemnify and keep you indemnified to the extent of Rs. .... (Rupees..... Only.

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by reason of any breach of non-observance on the part of the Contractor of any of the terms and conditions contained in the said Contract, we shall on demand and without reference to the Contractor irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by you; provided that our liability under this guarantee

Shall not at any time exceed Rs..... (Rupees..... only).

The guarantee herein contained shall remain in full force and effect till you certify that the terms and conditions of the said contract have been fully and properly carried out by the contractor, and that contractor has furnished necessary deposit or fresh guarantee towards his obligation during the Defect Liability Period of the works or till this guarantee is duly discharged by you in writing.

We also agree that your decision as to whether the contractor has committed any breach or non-observance of the terms and conditions of the said Contract shall be final and binding on us.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the contractors(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payments made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractors(s) shall have no claim against us for making a payment.

This guarantee shall continue to be in full force and effect upto and inclusive of ..... Notwithstanding the above limitation, we shall honor and discharge the claims preferred by you within thirty days of the expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing.

This guarantee shall not be affected by any change in the constitution of our Bank or of the tenderer Agency.

Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us of our liability under this guarantee.

Dated this ..... Day of ....., 2016

Faithfully

For

(AUTHORISED SIGNATORY)  
Signature and seal of the bank

**GENERAL IMPORTANT GUIDELINES**

**1. Preparation of Sketch/Design**

The sketch/design of the theme drawn (preferably in graph) on a scale of 1':1" should be simple, colourful, easy to comprehend and should avoid statistical data and unnecessary details. It should be able to convey, whatever it presents, by itself and should not require any explanation, writing or elaboration.

Designs in virtual reality in the form of CD showing the various components displayed from different angles, can also be presented.

**2. Preparation of models**

After the approval of the proposed sketch/design by the Expert Committee in its preliminary meetings, three-dimensional model of the models would be prepared on the lines of the suggestions given by BEE / Industry / OEM (Original Equipment Manufacturer) for further inspection. The design approval of the Industry/Technical expert has to be obtained before preparation of the models.

**3. Dimensions**

While preparing the sketches and subsequently, three-dimensional models, the following approximate dimensions of the models which will be demonstrated may be kept in view:

| <b>Model</b>  | <b>Size</b>                             |
|---|---|
| Space available per model (including boundary development)        | About 6 feet x 6 feet    6 ft by 6 feet |
| Height / Length of model (based on Vertical / Horizontal display) | More than 4 feet                        |
| Width of model  | As per scale                            |

The length / height of a single non-working model should not be less than the above. However, the above dimensions may change because of the scale of the demonstrated technology.

**4. Facilities to be provided by BEE:**

- (i) Premises for installation of non-working 3-D models at NPTI, Badarpur with Electricity, Water, etc
- (ii) Access & interaction with the Industry/ OEM for which technology is to be demonstrated as a model
- (iii) Technical help for preparation of the model, wherever feasible.