



Request for Proposal

Request for Proposal
for Baseline Study and
Impact Assessment
Study on policy
Initiatives under IMAC
Report and to estimate
the potential to achieve
the target of reduction
in Crude oil Import
dependency

Last Date of Submission:
25/02/2021

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

February 2021

Contents

1	Critical Information	3
2	Letter of Invitation	4
3	Background Information	5
3.1	About BEE	5
3.2	About the Study	6
4	Scope of Work	7
5	Expected outcome of this study	9
6	Selection Criteria	10
6.1	Minimum Eligibility Criteria	10
6.2	Preliminary Scrutiny	11
6.3	Technical evaluation	12
7	Timelines And Key Deliverables	13
8	Other Conditions:	14
8.1	Duration of the assignment	14
8.2	Fees of the assignment	14
8.3	Procedure for Submission of Proposal	14
8.4	Earnest Money Deposit	16
8.5	Review of performance and performance security	17
8.6	Bid processing fees	17
8.7	Conflict of Interest	17
8.8	Language of Bids	17
8.9	Confidentiality	18
8.10	Disclaimer	18
8.11	Authorized Signatory (Consultant)	18
8.12	Contact details of the Consultant	18
8.13	Amendment of RfP	18

8.14	Power of Attorney	19
8.15	Force Majeure	19
8.16	Termination of the Bid	19
9	Documents Comprising the RfP	20
10	Terms of Payment	20
11	PENALTY CLAUSE.	20
12	Forms to be submitted	21
12.1	Form 1: Letter Pro-forma	22
12.2	Form 2: Team Composition	24
12.3	Form 3: CV of Team Members	25
12.4	Form 4: List of Projects implemented by the bidder Organization	27
12.5	Form 5: Prior Experience	28
12.6	Form 6: Comments and Suggestions	30
12.7	Form 7: Approach and Methodology	31
12.8	Form 8: Declaration Form	32
12.9	Format for Financial Proposal	33
12.10	Format for Bank Guarantee (Earnest Money)	35
12.11	Format for Performance Security	38

1 Critical Information

Date & Time for Pre-bid Meeting	25th February 2021
Venue for Pre-Bid Meeting	Web Meeting with Bureau of Energy Efficiency. The Meeting link will be shared later.
E-mail address for queries	rsaxena@beenet.in
Last date & Place for Submission of Proposal	10th March 2021 Secretary Bureau of Energy Efficiency 4 th Floor, Sewa Bhawan R. K. Puram New Delhi – 110066
Date of Opening of Financial Proposal for qualified Bidders	To be communicated
Contact Person for Clarification	Shri Milind Deore Director Bureau of Energy Efficiency 4 th Floor, Sewa Bhawan R. K. Puram New Delhi – 110066 Email: mdeore@beenet.in Phone: (011) 26766714

2 Letter of Invitation

This Request for Proposal (RfP) document is to conduct baseline study and assessment study on policy initiatives under IMAC report and to estimate the potential to achieve the target of reduction in Crude oil Import dependency.

The Government of India set up Bureau of Energy Efficiency (BEE) (Website: www.beeindia.gov.in) on 1st March, 2002 under the provisions of the Energy Conservation Act, 2001. The Bureau of Energy Efficiency is mandated to assist in developing policies, respective schemes and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act, 2001 with the primary objective of reducing energy intensity of the Indian economy. Overcoming barriers for financing of energy efficiency is a key policy goal of BEE.

The objective of conducting the baseline and assessment study is to analyses and documents various initiatives taken by various Ministries towards achievement of Roadmap of reducing import dependency of oil/gas/coal by 10%.

The submission of the RfP document must be accompanied with the payment of bid processing fee of INR 5000/- (Rupees Five Thousand only). The payment will be accepted in the form of crossed demand draft drawn on any scheduled commercial bank, payable at par in New Delhi in favor of Bureau of Energy Efficiency, New Delhi.

3 Background Information

3.1 About BEE

The mission of Bureau of Energy Efficiency (BEE) is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act (EC Act), 2001 with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in all sectors. The setting up of Bureau of Energy Efficiency (BEE) provides a legal framework for energy efficiency initiatives in the country. The Act empowers the Central Government and in some instances the State Governments to:

- Notify energy intensive industries, other establishments, and commercial buildings as designated consumers.
- Establish and prescribe energy consumption norms and standards for designated consumers.
- Direct designated consumers to designate or appoint certified energy manager in charge of activities for efficient use of energy and its conservation.
- Get an energy audit conducted by an accredited energy auditor in the specified manner and intervals of time.
- Furnish information with regard to energy consumed and action taken on the recommendation of the accredited energy auditor to the designated agency.
- Comply with energy consumption norms and standards, and if not so, to prepare and implement schemes for efficient use of energy and its conservation.
- Prescribe Energy Conservation Building Codes for efficient use of energy and its conservation in commercial buildings State Governments to amend the Energy Conservation Building Codes to suit regional and local climatic conditions.
- Direct owners or occupiers of commercial buildings to comply with the provisions of energy conservation building codes.
- Direct mandatory display of label on notified equipment and appliances.
- Specify energy consumption standards for notified equipment and appliance.

- Prohibit manufacture, sale, purchase and import of notified equipment and appliances not conforming to standards.

3.2 About the Study

In India, significant progress has been made in creating a sustainable policy and regulatory framework since the enactment of the Energy Conservation Act 2001, which has facilitated a market for energy efficiency. One of the strategies to reduce import dependency is to conserve petroleum and gas and capitalize its huge potential by its judicious use, substituting it by other resources wherever feasible and restricting its optimal use only to essential needs. However, petroleum and gas conservation and energy efficiency improvement are basically a joint responsibility of industries, individual citizens, organizations, oil companies and Government. Each one has a specific and significant role to play in this context and it also calls for synergy between all stakeholders. High priority is attached by the Government for conservation of petroleum products in view of the need to reduce the ever-increasing gap between domestic demand and indigenous supply of crude oil, natural gas and petroleum products.

In order to achieve the target of 10% reduction in oil and gas by 2021-22, Hon'ble Minister of State (I/C), P&NG constituted a committee under the Chairmanship of Additional Secretary, MoP&NG on —"Preparing a roadmap to reduce the dependency on import in energy by 10% by 2021-22".

The Committee had proposed a five-pronged strategy which broadly comprises of increasing domestic production of oil and gas, promoting energy efficiency and conservation measures, giving thrust on demand substitution, capitalizing untapped potential in biofuels and other alternate fuels/ renewables and implementing measures for refinery process improvements. The short and medium term strategies for all concerned Ministries were prepared in the "Report of the Committee on roadmap to reduce import dependency in energy by 10% by 2021-22" in April 2016.

Despite government's efforts to promote energy efficiency and conservation, a huge potential remains to be realized due to insufficient expansion of the energy efficiency market. This has happened due to absence of a cohesive approach among policy makers, facility owners and financial institutions. Also, availability of finance at reasonable rates is a major challenge which is particularly so during a scenario of low crude oil prices.

Thus, a comprehensive study to reassess the potential savings through conservation and energy efficiency measures for saving oil and gas is required.

4 Scope of Work

The scope of work and deliverables are as follow:

- a) To study/analyses and document various initiatives taken by the concerned Ministries/Departments from FY 2016 to FY 2020 towards achievement of the Roadmap of reducing import dependency of oil/gas/coal and in the overall energy sector in terms of short term and medium term strategy.
 - Report preparation on Short term and Medium Term Steps taken to promote conservation and energy efficiency in use of petroleum products and natural gas in Transport sector, Industrial sector, Domestic sector, Agriculture sector and Other conservation programs
 - Quantify the impact of the initiatives on the reduction in Import Dependency vis-à-vis that “without initiative scenario”. ‘
 - Arrive at quantum of saving realized in Nation’s import bill through interventions under each pillar.
- b) To reassess these strategies/initiatives in terms of their impact on energy demand and saving due to changes in Energy dynamics and transition to cleaner fuels on account of Covid-19 pandemic.
- c) To suggest annual targets, for up to FY 2025 for transitioning towards a green energy economy.
 - These strategies should also include an annual assessment of targets from FY 2021 (2020-21) under various heads like energy demand substitution, energy efficiencies, energy demand reduction, etc.
 - To suggest various policies level interventions further required realizing potential savings and suggesting timelines for their implementation.

The study will involve coordination with various concerned Ministries/Departments as per the Chapter 5 of the IMAC report enclosed with the RfP. The list of Ministries/Departments is as under:

- i) Ministry of Power
- ii) Ministry of Petroleum and Natural Gas
- iii) Ministry of Rural development
- iv) Ministry of Road Transport and Highways
- v) Ministry of Railways

- vi) Ministry of Housing and Urban Affairs
- vii) Ministry of Defense
- viii) Ministry of Steel
- ix) Ministry of Civil Aviation
- x) Petroleum Conservation Research Association

5 Expected outcome of this study

The report should be submitted in three parts as per the scope of work. The report should document the achievements in various initiatives by concerned Ministries and departments. In addition, the study should estimate the potential for various Ministries and departments to achieve the target of 10% energy dependency reduction.

6 Selection Criteria

6.1 Minimum Eligibility Criteria

The agency interested in being considered for this assignment must fulfill the following criteria:

- The applicant should be a registered organization. The organization registered under Companies Act or Societies Registration Act shall be eligible to apply. Subcontracting after award of RFP is not allowed. The organization must be registered/incorporated in India, with at least 10 years of existence in the field of consultancy services. No consortium is allowed.
- Experience of providing consultancy advisory in field of energy efficiency, sustainability, climate change, renewable energy and oil & gas sector in the last five years (FY 2013-14 to 2018-19), preferably with Central/State/local government or multilateral agency which involved technical analysis of projects.
- Annual turnover of minimum Rs. 10 crore in each of the last three years. i.e. FY 2016-17, 2017-18 and 2018-19.
- Experience in working with the Ministry of Power, Ministry of Ministry of Petroleum and Natural Gas, Ministry of Housing and Urban affairs, Ministry of New and Renewable Energy, Ministry of Commerce and Industry and NITI Aayog on national level projects.
- Experience in working in Oil and gas sector for more than 2 projects.
- Should showcase their association with National level schemes of the government of India etc., Pradhan Mantri Aawas Yojna, Swachh Bharat Mission, Smart city scheme, Digital India, Make in India, Power 4 All, Skill India etc. This experience will clearly showcase the applicant's connect with the government bodies across central, state and local level.
- Joint Venture and Consortium are not valid for this project.
- The Consultant shall have following as minimum team strength of 4 personnel:

Sr. No	Work Profile	Area of expertise	Educational Qualification	No.	Minimum years of experience
1	Team Leader	Energy Efficiency (EE)	M.Tech/MBA	1	10
2	Team member	Economics/Statistics	PhD/M.Tech	1	8
3	Team member	Energy Efficiency	M. Tech/MBA and Energy Auditor	1	5
4	Team member	Energy Efficiency	M. Tech/MBA and Energy Auditor	1	5

- The Team Leader/authorized member should be present in all the important meetings with Bureau.
- Should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- Should not be black-listed by any Central / State Government / Local Government/ Public Sector Undertaking in India.

6.2 Preliminary Scrutiny

Preliminary scrutiny of the proposals will be made to determine whether they are complete, whether required processing fee and EMD has been furnished, whether the documents have been properly signed, whether the forms are generally in order, and whether the minimum eligibility criterion is met. The rectifiable discrepancies in the Technical Proposal, if any, would have to be corrected by the Bidder within a period of seven (7) days of the intimation given to them during the preliminary scrutiny of proposals. Proposals not conforming to above listed preliminary requirements will be prima facie rejected.

6.3 Technical evaluation

The number of points to be given under each of the evaluation criteria is:

Qualification Criteria		Marks Allotted
Experience in <ul style="list-style-type: none"> • Energy Efficiency • Oil and Gas sector • Sustainability and climate change • Project Assessment Studies • National missions of India (Ex. Smart City Digital India Make in India Swachh Bharat etc.) 	Project experience	40
	Experience in working in Oil and Gas project (Submit the report of 2 or more Oil and Gas project)	10
Approach and detailed work methodology as per scope of work given under this RfP		30
Team structure		20
TOTAL		100

- The Bidder should take enough care to submit all the information sought by the Authority in the desired formats (as annexed). The Proposals are liable to be rejected if information is not provided in the desired formats. **The Technical Proposals will be evaluated out of 100 marks.**
- The Technical Proposals, which are found acceptable in accordance with point above, shall be deemed as responsive proposals. The Bidders with such responsive proposals **would be considered as Technically Qualified Bidders and would be eligible for next stage of the Bidding Process i.e. Financial Evaluation.**
- However, BEE in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the Proposals submitted by the respondents.
- The Authority will open “Financial Proposal” of only Technically Qualified Bidders in accordance with points above.

7 Timelines and Key Deliverables

The assignment shall be completed within 2.5 months (75 days) from the date of award of the contract.

Deliverables under the contract will include the following:

- a) **1st Milestone:** The report for section (a) of scope of work, i.e., report for various initiatives taken by the concerned Ministries/Departments from FY 2016 to FY 2020 towards achievement of the Roadmap of reducing import dependency of oil/gas/coal and in the overall energy sector in terms of short term and medium term strategy should be submitted within 30 days from the date of award of the contract.
- b) **2nd Milestone:** The report for section (b) of scope of work, i.e., report on strategies/initiatives in terms of their impact on energy demand and saving due to changes in Energy dynamics and transition to cleaner fuels on account of Covid-19 pandemic. The report should be submitted within 60 days from the date of award of the contract.
- c) **3rd Milestone:** The report for section (c) of scope of work i.e., report on suggestion on annual targets, for up to FY 2025 for transitioning towards a green energy economy with annual assessment of targets from FY 2021 (2020-21) under various heads like energy demand substitution, energy efficiencies, energy demand reduction, etc. The report should focus on various policies level interventions further required realizing potential savings and suggesting timelines for their implementation. The report should be submitted within 75 days from the date of award of the contract.

8 Other Conditions:

8.1 Duration of the assignment

Project Duration will be of 2.5 months (75 days) from the date of award of work.

8.2 Fees of the assignment

Lump sum fees have to be quoted by the agency for the complete assignment. Fees should be inclusive of all expenses.

8.3 Procedure for Submission of Proposal

- I. The Bidder must comply with the following instructions during preparation of Proposals:
- II. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- III. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or overwriting shall be valid only if they are initiated by the authorized person signing the Proposal.
- IV. The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s). The letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.
- V. In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in case it is declared late pursuant and for mailing purposes.
- VI. Proposals received by facsimile shall be treated as defective, invalid and rejected.

- VII. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
- VIII. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- IX. The Organization should submit their Proposal with Cover Letter in two separate envelopes marked as ENVELOPE-A and ENVELOPE-B.
- X. COVER LETTER: - The cover letter must clearly mention the name, address, telephone and fax no., and email id of the authorized person who will serve as the primary point of contact for all communication. The person who is signing the cover letter and the proposal should have authorization.
- XI. ENVELOPE- A: - One Hard Copy of Technical Proposal, in original with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be super scribed with the wordings Technical Proposal for “Study for Baseline Report for policy decisions/efforts required to be taken for reducing the dependence on import of Crude Oil”.
- XII. ENVELOPE- B: - One Hard Copy of Financial Proposal, in original with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be super scribed with the wordings Financial Proposal for “Study for Baseline Report for policy decisions/efforts required to be taken for reducing the dependence on import of Crude Oil”.
- XIII. Each document in the two envelopes of Proposal should be a complete document and should be bound as a volume separately. Each of the document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Proposal. This envelope shall be sent to The Secretary, Bureau of Energy Efficiency, 4th Floor, Sewa Bhavan, R.K. Puram, New Delhi - 110066.
- XIV. The Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated above. Any Proposal received after the closing time for submission of proposals shall be returned unopened. BEE does not take any responsibility for the delay and any explanation for the same.
- XV. The sealed cover should also indicate clearly the name, address and telephone number of agencies to enable the proposal to be returned unopened in case it is declared "Late".

- XVI. The proposal should contain all the documentary evidences to substantiate the claim for pre-qualification criteria i.e. Names, CVs and duration of association of personnel who will be engaged in the said work/activities (duly signed CVs must have name and nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm or Firm/Agency, the number of years with the firm, key qualifications, academic background, experience and languages known).
- XVII. Moreover, Firm/Agency/agency is supposed to present a 5 page write up on the methodology along with timelines for project completion which must not exceed 2.5 months from date of awarding of contract.
- XVIII. Both the Technical Bid cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately. The outer cover shall be super scribed as “Request for Proposal for Baseline Study and Impact Assessment Study on policy Initiatives under IMAC Report and to estimate the potential to achieve the target of reduction in Crude oil Import dependency”. The "FROM" address and "TO" address shall be written legibly failing which, the Technical Bid is liable for rejection.

8.4 Earnest Money Deposit

An Earnest Money Deposit (EMD) of INR 50,000 (Rupees Fifty Thousand only) is to be deposited by the bidders by way of Banker's Cheque / Demand Draft drawn in favor of “Bureau of Energy Efficiency”, payable at New Delhi. This should be enclosed in the same cover as that of the proposal.

- i. EMD will not carry any interest.
- ii. EMD will be forfeited if:
 - a. 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.
 - b. If a bidder having been notified of the acceptance of his tender by BEE during the period of its validity.
 - c. 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

- d. EMD furnished by the unsuccessful bidders would be returned without any interest on completion of the tender process, i.e., after award of the contract. EMD of the successful bidder would be returned without any interest after receipt of the Performance Security as per the terms of the contract.
- e. Bids received without EMD will be rejected

8.5 Review of performance and performance security

Within fourteen (14) working days of the receipt of notification of award from BEE, the successful agency/firm shall furnish the Performance Security in the form of Demand Draft or online payment in acceptable form from nationalized/commercial bank. The value of Performance Security would be 3% of total contract value. Performance security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations.

8.6 Bid processing fees

- i. The agencies / firms should submit a bid processing fee of Rs. 5,000/- (INR Five Thousand Only) at time of submission of the technical and financial proposal to BEE. 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.
- ii. Bid Processing fee should be enclosed/attached in technical proposal i.e. envelope 'A'.
- iii. Bid processing fee should be non-refundable.

8.7 Conflict of Interest

The Consultant who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Consultant would be allowed to use the data or share the information with anyone else, except for the BEE.

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

8.8 Language of Bids

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

8.9 Confidentiality

BEE require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.

8.10 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.

8.11 Authorized Signatory (Consultant)

The "Consultant" as used in the RfP shall mean the one who has signed the RfP document forms. The Consultant should be the duly Authorized Representative of the Consultant, 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 Consultant shall be annexed to the bid. BEE may reject outright any proposal not supported by adequate proof of the signatory's authority.

8.12 Contact details of the Consultant

Consultant who wants to receive BEE's response to queries should give their contact details to BEE. The Consultant should send their contact details in writing at the BEE's contact address indicated above.

8.13 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 Consultant, modify the RfP Document by an amendment. In order to provide prospective Consultants reasonable time in which to take the amendment into account in

preparing their bids, BEE may, at their discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the Invitation for RfP.

8.14 Power of Attorney

Registered Power of Attorney executed by the Consultant in favour 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.

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

8.15 Force Majeure

Shall mean and be limited to the following:

- i. War/hostilities
- ii. Riot or Civil commotion
- iii. Earthquake, flood, tempest, lightening or other natural physical disaster.
- iv. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.
- v. In the event of any force majeure cause, agency or the BEE shall not be liable for delays in performing their obligations under this order and the completion dates may be extended, for a period not exceeding the period of delay attributable to the causes of Force Majeure. Neither BEE nor agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.
- vi. The agency shall at all times, Indemnify and keep indemnified, the BEE and its officer's servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the agency or any JV partner or sub-contractor, and / or the servants or agents of the consultant, or any other JV partner or any sub-contractor and / or of the BEE).

8.16 Termination of the Bid

BEE shall have the right to reject this bidding process any time before issuing letter of award to the agency without any explanation.

9 Documents Comprising the RfP

The proposal prepared by the agencies / firms shall comprise the following components:

- i. Proof of registration / incorporation in India.
- ii. Correspondence Details.
- iii. Demand Draft of INR 50,000/- (INR Fifty Thousand Only) as Earnest Money Deposit.
- iv. Demand Draft of INR 5,000/- (Five Thousand Only) as Bid Processing Fees.
- v. Technical Proposal, as per qualification criterion provided in the RfP.

10 Terms of Payment

The payment shall be made by BEE on achieving milestones on verification of invoice as follows:

1. 30% of the order/ contract value as on successful completion of 1st Milestone.
 2. 30% of the order/ contract value on successful completion of 2nd Milestone.
 3. 40% of the order/ contract value on successful completion of 3rd Milestone and final acceptance of the report by BEE.
- GST will be paid extra as per the rules of Government of India and should be clearly spelt in the financial bid.
 - No extra amount shall be paid on any ground whatsoever.

11 Penalty Clause

- i. Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/firm/bidder beyond the time schedule as agreed or any extension thereof granted by the BEE shall attract penalty at the rate of 2.5% of the total contract value per week of delay subject to maximum of 10% of the total contract value.
- ii. Completion of awarded work is mandatory for successful bidder. In case, bidder fails to complete the awarded work fully or partially, an amount against the uncompleted work will be deducted from final payment to bidder on pro-rata basis. Also, bidder will not be allowed to participate in any BEE tender/job for next one year.
- iii. Delay of more than 30 days beyond the contract period of 75 days in execution of the contract due to whatsoever reasons except the reasons mentioned in above clause 8.15, agency/firm/bidder will not be liable for

respective milestone payment and also the performance security will be forfeited by BEE.

12 Forms to be submitted

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

12.1 Form 1: Letter Pro-forma

To

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

Sir/ Madam,

Sub: Request for Proposal.

The undersigned Consultants, having read and examined in detail all the RfP documents in respect of appointment of a Consultant 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 Firm	
2	Address of the Consulting 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: Team Composition
- Form 3: CV of team members
- Form 4: List of Projects implemented by the bidder organization
- Form 5: Prior Experience
- Form 6: Comments and Suggestions
- Form 7: Approach and Methodology
- Form 8: Declaration Letter
- Bid processing fee of INR 5,000 (INR Five Thousand only)
- Earnest Money Deposit (EMD) of INR 50,000 (Rupees Fifty Thousand only)
- Financial Proposal
- Registered Power of Attorney executed by the Consultant in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP.

We hereby declare that our 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
(Signature of the Consultant)

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

Witness:
Signature _____
Name _____
Address _____
Date _____

Consultant:
Signature _____
Name _____
Designation _____
Company _____
Date _____

12.2 Form 2: Team Composition

S. No.	Name of Person	Role (Team Leader/ Team Member/ Other) ¹	Year of relevant experience ²	List of projects ³	List of other relevant projects ⁴	Signature of the person ⁵
				1. 2. 3.	1. 2. 3.	
				1. 2. 3.	1. 2. 3.	

¹ Role of the person in this project

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

³ List of Projects relevant to this study on Energy Efficiency; Oil & Gas sector and same should also be depicted in the attached CV (Curriculum Vitae) of the person.

⁴ List of projects related to energy efficiency, Oil & Gas sector and same should be depicted in the attached CV of the person

⁵ Signature should be original and signed in ink by all team members and also attach self-attested copy of PAN card/Passport etc. for verification of signature. Bid will be rejected, if signatures are not valid/not signed in original.

12.3 Form 3: CV of Team Members

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

FORMAT

1. Name:
2. Proposed Position:
3. Name of 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. Countries of Work Experience:
10. Languages

Language	Speak	Read	Read

11. Employment Record:

Firm/Organization	From – To	Designation/Role

12. Projects undertaken

Name of Project	Role in the project	Duration (From – To)	Organization Name	Relevant To Impact of various energy efficiency measures or projects in Oil & Gas sector in the country	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.

 [Signature of staff member or authorized representative of the staff] Date: _____
 Day/Month/Year

Full name, Signature and designation of authorized representative:

12.4 Form 4: List of Projects implemented by the bidder Organization

Type of Projects	List of Projects
Energy efficiency project	1. 2. 3.
Projects in the field of Oil and Gas sector	1. 2. 3.
Sustainability and Climate change related projects	1. 2. 3.
Projects related to national mission	1. 2. 3.

Details of all above mentioned projects shall be shown in Form 5 (Prior experience), otherwise those projects will not be considered for evaluation. BEE has complete right to ask for relevant documents such as work order/completion certificate for these projects. Non-availability of such document may lead to rejection of bid/contract at any stage of the project.

12.5 Form 5: 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 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 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 firm under the contract (in Rupees):	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants, if any:	
No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of	

your firm involved and functions performed.	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

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

Witness:

Signature

Name

Address

Date

Consultant:

Signature

Name

Designation

Company

Date

12.6 Form 6: Comments and Suggestions

[Suggest and justify here any modifications or improvement to the scope of work, tasks to be performed, timeline, deliverables, payment terms etc. to improve performance in carrying out the Assignment. The Consultant 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:

Signature

Name

Address

Date

Consultant:

Signature

Name

Designation

Company

Date

12.7 Form 7: Approach and Methodology

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

Witness:

Signature

Name

Address

Date

Consultant:

Signature

Name

Designation

Company

Date

12.8 Form 8: Declaration Form

Declaration Letter on official letter head stating the following:

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

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

Witness:

Signature

Name

Address

Date

Consultant:

Signature

Name

Designation

Company

Date

12.9 Format for Financial Proposal

(Should be sealed separately from technical proposal and super scribed **Financial Proposal for “Request for Proposal”**)

[Location, Date]

FROM: (Name of Firm)

TO

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

Sir/ Madam,

Sub: Request for Proposal

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 “Request for Proposal for Baseline Study and Impact Assessment Study on policy Initiatives under IMAC Report and to estimate the potential to achieve the target of reduction in Crude oil Import dependency” is for total sum of [Amount in words and figures] and is exclusive of all taxes.

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

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

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, and are valid upto One year from the date of opening of financial bids.

We confirm that, contract may be cancelled at any stage by Bureau of Energy Efficiency without giving any reason and will be completely binding on us. We confirm that, in competing for (and, if the award is made to us, in executing) the above contract,

we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Seal:

12.10 Format for Bank Guarantee (Earnest Money)

(To be stamped in accordance with Stamp act)

This deed of Guarantee made this _____ day
of _____ 2021
by _____

(Name of the Bank)

having one its branch at
_____ acting through its
Manager (hereinafter called the “Bank”) which expression shall wherever the
context so requires includes its successors and permitted assigns in favour of
Bureau of Energy Efficiency, having its office at
_____(hereinafter
called) (“BEE”) which expression shall include its successors and assigns.

WHEREAS BEE has invited tender vide its Tender Notice No.

_____ Dated _____ to be
opened on AND WHEREAS M/s

(Name of Tenderer)

having its office at

(hereinafter called the “Tenderer”), has/have in response to aforesaid tender notice
offered to supply/ do the job _____ as contained in the
tender.

AND WHEREAS the Tender is required to furnish to BEE a Bank Guarantee for a
sum _____ of

INR _____ (Rupees _____
_____) Only) as Earnest Money for participation in the Tender aforesaid.

AND

WHEREAS,

we _____

(Name of Bank) have at the request of the tenderer agree to give BEE this as
hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby
covenant that, the aforesaid Tender shall remain open for acceptance by BEE during
the period of validity as mentioned in the Tender or any extension thereof as BEE
and the Tenderer may subsequently agree and if the Tenderer for any reason back
out, whether expressly or impliedly, from his said Tender during the period of its

validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay BEE, New Delhi on demand without demur to the extent of INR _____ (Rupees _____ only).

We further agree as follows: -

01. That BEE may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between BEE and the Tender AND the said Bank shall not be released from its liability under these presents by an exercise by BEE of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the BEE or any indulgence by BEE to the said Tenderer or any other matter or thing whatsoever.
02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to BEE in terms thereof.
03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency
except with the previous consent of BEE in writing and agree that any charges in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.
NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of INR. _____
(Rupees

_____) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. up to _____ all rights under Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof, the Bank has subscribed and set its name and seal here under.

Note: - The date shall be forty-five (45) days after the last date for which the bid is valid.

12.11 Format for Performance Security

Bureau of Energy Efficiency
Sewa Bhawan, 4th Floor,
R. K. Puram, Sector-1
New Delhi-110066
(With due Rs.100/- stamp duty, if applicable)

OUR LETTER OF GUARANTEE No.:

Date.....

Amount:

Valid Date:

.....

Bank Name & Address:

.....

In consideration of Bureau of Energy Efficiency having its office at Sewa Bhawan, 4th Floor, R. K. Puram, Sector-1, New Delhi-110066 (hereinafter referred to as "BEE" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having issued list of successful agencies dated _____ against RFP No. _____ dated _____ which includes M/s _____ (hereinafter referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions given in the BID/RFP No

_____ dated _____ and BEE having agreed that the Agency shall furnish to BEE, a Performance Security for the faithful engagement for the entire contract, amounting to Rs. _____.

We, _____ (The Bank) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Agency) in cover of performance security in accordance with the terms and conditions of the RFP.

Hereby, we undertake to pay up to but not exceeding _____ (say

_____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount Claimed is due by reason of the Agency having failed to perform the services as per the terms & conditions given in the BID/RFP and despite any contestation on the part of above named-agency.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager/Manager

Seal of Bank

Note: - The date shall be valid up to sixty (60) days after the last date for which the all obligations under the contract are fulfilled