



Bureau of Energy Efficiency (BEE)  
Ministry of Power, Government of India

Request for Proposal (RfP)

for

Empanelment of Laboratories for Check Testing

Under

Standards & Labeling Programme

Last Date & Time for submission of bid in GeM portal: 28/01/2026

Completed Bids to be submitted to:

Secretary  
Bureau of Energy Efficiency  
4th Floor, Sewa Bhawan, R.K. Puram-1  
New Delhi – 110 066.

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## 1. LETTER OF INVITATION

### 1.1. Advertisement

The Bureau of Energy Efficiency (BEE) invites proposals from technically qualified NABL accredited laboratories and requisite infrastructure to undertake such assessment for the “Empanelment of Laboratories for Check Testing under Standards & Labeling (S&L) Programme of BEE.” Interested bidders may download the RfP document from the GeM portal and the BEE website.

Request for Proposal (RFP) must be submitted in GeM portal within timeline from the date of publication on GeM portal/Bureau's Website and Central Public Procurement Portal. The proposals / bids may be addressed to Secretary, Bureau of Energy Efficiency, 4<sup>th</sup> Floor, Sewa Bhawan, R. K. Puram, and New Delhi – 110066.

Though adequate care has been taken while preparing the RfP document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within five (05) days from the date of notification of RfP document / Issue of the RfP document, it shall be considered that the RfP document is complete in all respects.

BEE reserves the right to modify, amend, rescind, supplement or cancel this RfP document before finalizing the empanelment, without assigning any reason.

**It is mandatory to submit the proposal through GeM only, and request to submit the information in the proposal as per the desired format. The Proposals are liable to be rejected, if information is not provided in the desired formats.** The complete proposal/bid should submit on or before 3.00 PM on last date of receipt of proposal. Other mode of submission shall not be accepted. For further details please contact the undersigned.

**Sd/-**  
Secretary  
Bureau of Energy Efficiency  
4th floor, Sewa Bhawan,  
R K Puram – 1, New Delhi – 110066  
Tel :(+91)-11-2617-9700,  
Fax: (+91)-11-2617-8352  
Email ID: [bee-secretary@beeindia.gov.in](mailto:bee-secretary@beeindia.gov.in),  
[abhishek.sharma39@gov.in](mailto:abhishek.sharma39@gov.in)

## 1.2. General Information

Availability of RfP Document	<a href="https://gem.gov.in">https://gem.gov.in</a> and <a href="http://www.beeindia.gov.in">www.beeindia.gov.in</a>
Pre-bid meeting	09/01/2026 at 1500 hrs. (Virtual Meeting will be held and please check BEE website regularly)
Last Date & Time for Submission of Bids	28/01/2026 by 1500 hours
Date & Time of Opening of Technical Bids	28/01/2026 at 1530 hours
Date & Time of Opening of Financial Bids of Technically Qualified Bidders	Technically Qualified Bidders will be informed by e-mail by at least 24 hours prior to the opening of financial bid.
Contact Person for Queries / Clarification	<p><b>Mr. Vikash Kumar Jha</b> SSE, Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Email: <a href="mailto:vikash.jha@beeindia.gov.in">vikash.jha@beeindia.gov.in</a>, 011-26766780</p> <p><b>Dr. Abhishek Sharma</b> Director Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Email: <a href="mailto:abhishek.sharma39@gov.in">abhishek.sharma39@gov.in</a>, 011-26766748</p>
Submission of Proposal to be addressed to	<p><b>Secretary</b> Bureau of Energy Efficiency 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi -110066, India Tel:(+91)-11-26766-700</p>
Mode of Selection	Least Cost (L1) Selection Basis
Type of Proposal Required	Technical & Financial
Language of Proposals	English
Bid Validity Period	120 days after last date of bid submission

## **2. BACKGROUND INFORMATION**

### **2.1 About Bureau of Energy Efficiency (BEE)**

The mission of the Bureau of Energy Efficiency (BEE) is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act (EC Act), 2001, with the primary objective of reducing the energy intensity. 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 a certified energy manager in charge of activities for the 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.
- Prescribe energy conservation building codes for the efficient use of energy and its conservation in commercial buildings.
- 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 appliances.
- Prohibit the manufacture, sale, purchase, and import of notified equipment and appliances not conforming to standards.

### **2.2 Standards and Labelling (S&L) Programme**

The key objective of this program is to provide the consumer with an informed choice about energy-saving and, thereby, the cost-saving potential of the relevant marketed appliance. The program was launched on 18<sup>th</sup> May 2006 and is presently invoked for 41 equipment/appliances:

<b>Mandatory Appliances</b>		<b>Voluntary Appliances</b>	
1	Frost Free Refrigerators	1	General Purpose Industrial Motor (Induction Motors)
2	Stationary Storage Type Electric Water Heater (Electric Geysers)	2	Submersible Pump Set (Agricultural Pump Sets)
3	Colour Television (Color TV)	3	Computer (Notebook / Laptops)

<b>Mandatory Appliances</b>		<b>Voluntary Appliances</b>	
4	Washing Machine (Semi/Top Load/Front Load)	4	Ballast (Electronic/Magnetic)
5	Room Air Conditioner (Variable Speed)	5	Office Automation Products (Printer, Copier, Scanner, MFD's)
6	Tubular Fluorescent Lamps (TFL)	6	Diesel Engine Driven Monoset Pumps for Agricultural Purposes
7	LED Lamps	7	Solid State Inverter
8	Chillers	8	Diesel Generator Set
9	Light Commercial Air Conditioners (LCAC)	9	Microwave Oven
10	Deep Freezers	10	Solar Water Heater
11	Ultra-High Definition (UHD) Televisions	11	Air Compressors
12	Room Air Conditioner (Fixed Speed)	12	High Energy Li-Battery (Li-ion traction batteries and Systems)
13	RAC (Cassette, Floor Standing Tower, Ceiling, Corner AC)	13	Tyres/Tires
14	Distribution Transformer	14	Side by Side/Multi Door Refrigerator
15	Direct Cool Refrigerators	15	Pedestal Fan
16	Celling Fan	16	Table/Wall Fan
17	Domestic Gas Stove (Domestic Liquefied Petroleum Gas (LPG) Stoves)	17	Induction Hob
18	Grid Connected Solar Inverter (Solar Inverter)	18	Solar Photovoltaic
		19	Packaged Boiler
		20	Commercial Beverage Coolers (Visi Cooler)
		21	Refrigerant Compressors
		22	Evaporative Cooler
		23	EV Charger

The energy efficiency labeling programs under BEE are intended to reduce the energy consumption of appliances without diminishing the services it provides to consumers.

To ensure that the appliances registered with the Standards and Labeling (S&L) program of the Bureau of Energy Efficiency (BEE) comply with the specified standards and regulations, BEE on regular interval undertake monitoring and verification activities through Market Surveillance and Check Testing activities.

## 2.3 Objective of Check Testing

Check testing is one of the essential activities carried out by BEE as a verification process to establish compliance with the displayed appliances/equipment label particulars with respect to the prescribed energy performance standards.

To increase the rate of check testing of Star labeled appliances, BEE is planning to carry out testing of appliances registered under S&L program in NABL accredited Government / Private laboratories (independent third-party labs) for all categories of Star labeled appliances.

## 3. TERMS OF REFERENCE

### 3.1 Scope of Work & Deliverables

- (i) Testing shall be done according to the test parameters defined in BEE Schedules / Gazette Notification and its amendment (as applicable) for the respective appliances/equipment stated in **Annexure-A**.
- (ii) BEE or BEE Designated Agencies will procure samples either through online or offline market places and deliver it directly to test laboratories.
- (iii) The sample should be opened within the laboratory premises in the presence of lab or BEE nominated officials.
- (iv) On receipt of sample(s), the laboratory shall check the necessary information, including the BEE Star label on the sample, the physical condition of the samples, the availability of the appliance manual of the sample, and the availability of sub-parts / assemblies/accessories of the sample (if they exist). In case if any non-conformity found laboratory should report to BEE within 15 days of receiving the samples.
- (v) The laboratory must submit the testing dates to BEE immediately upon receiving the sample. Laboratories must submit monthly test schedule to BEE by 5th of every month.
- (vi) Laboratory shall ensure to collect copy of purchase receipt or invoice from the transporter at the time of sample delivery.
- (vii) The entire verification & testing activities would be logged in S&L e-portal ([www.beestarlabel.com](http://www.beestarlabel.com)) by the designated laboratory.
- (viii) Laboratory shall be given access to S&L e-portal for submission of detailed sample information, testing dates, test conformance details, test reports, testing values, etc.
- (ix) BEE may provide training to lab personnel on functionality of S&L e-portal, if needed.
- (x) The Laboratory shall upload the details of samples to the web portal and ensure the accuracy of the uploaded information.
- (xi) Before testing the samples, if the appliance is not fit for testing, the sample shall be discarded, and a Sample Non-Conformance report shall be prepared jointly by the BEE or laboratory designated official, clearly mentioning the reasons.
- (xii) BEE-nominated official(s) or manufacturer may witness the test.

- (xiii) If witness was done, Check Testing reports shall be jointly signed by BEE or the manufacturer and the laboratory representative.
- (xiv) Due to any unforeseen circumstances, If laboratory not able to perform the testing on the notified dates, the laboratory should inform BEE immediately about new test dates.
- (xv) Laboratory shall submit appliance-wise monthly report to BEE. The details should be provided as per format prescribed by BEE.
- (xvi) If the laboratory is unable to initiate tests upon receipt of samples within the specified time frames, and the delay is solely due to the laboratory's fault, it must notify BEE in writing or via email to the Nodal Officer of BEE. In such cases, BEE may reassign the samples to another laboratory. In this situation, the original laboratory will be responsible for covering all costs incurred, including transportation to the new laboratory, packing, any breakage, insurance, and other miscellaneous charges (if any).
- (xvii) BEE reserves the right to alter any of the condition mentioned in this document or add more conditions in the scope of work while awarding the final work order.
- (xviii) **The empanelment of laboratories will be conducted by BEE on a rolling cycle basis, twice every financial year- once in January and once in July.** Consequently, any new laboratory may be empaneled with BEE during the ongoing **empanelment period of three years**, at the L1 rates established through this RFP. After completion of three years, the extension may be granted to the labs for the one year period, as per BEE discretion.
- (xix) The lab shall submit the report within the stipulated timeline to the BEE in the prescribed format. However, the report should include the summary section highlighting the result of the test. The report must be submitted in PDF format (not scanned document) and provided in both hard copy and soft copy to BEE and the concerned SDA.
- (xx) The report should also carry the name of buyer of that samples (BEE / SDA).

### **3.2 Priorities for Check Testing**

- (i) Due to the importance of Check Testing, the laboratory shall provide professional and impartial service and always hold BEE's interests paramount, without any consideration for future work. The laboratory is expected to carry out the testing with due diligence.
- (ii) The laboratory is responsible for providing sufficient space for storing samples and ensuring the safe and secure handling of appliances.

### **3.3 Scope of Disposal of appliances**

- (i) Following successful product testing, laboratories will store the samples safely and in covered location. The samples should be stored in such a manner that if required the same sample can be re-tested.
- (ii) BEE through its empanelled agency will dispose the samples.



### 3.4 Summary of Timelines

Activity	Timelines (Working Days)
Submission of appliance-wise Monthly Check Testing dates to BEE	First week of every month.
Upload of sample details in web portal	Within 5 days of receipt of samples
Sample Non-Conformance Report (as per sub section 3.1 point 4)	Within 15 days of receipt of sample
Start of Check Testing	As per schedule provided by lab
Submission of Check Testing Report (e-mail) and Uploading the Report on S&L Portal	Within 7 days from completion of test

### 3.5 Allocation of appliances

**Case-1:** In case of any appliance, lab empanelment goes from L1, L2.....upto Ln:

**Allocation to L1 Bidder:** 30% of the total samples will be directly assigned to the bidder who quoted the lowest price (L1) in the financial bid. The remaining samples (70%) will be allocated equally to all eligible bidders (provided that they match L-1 price).

**Case-2:** In case of any appliance, if the no. of bidders are limited to 3 only then empanelment goes from L1, L2 and upto L3 only:

**Allocation to L1 Bidder:** 50% of the total samples will be directly assigned to the bidder who quoted the lowest price (L1) in the financial bid.

**Remaining Sample Pool:** Remaining two bidders are mandated to match their quoted financial bid price with the price quoted by the L1 bidder. After the price matching process is complete, BEE will allocate the remaining 50% of the samples among the laboratories that have agreed to match the L1 price i.e L2 and L3.

**Case 2 a:** (continuation of case 2) In case price are matched by only one lab out of two participating labs, after identification of L1. In such case 60% of total samples will be allocated to L1 and remaining 40% to lab that will match L1 rates.

**Note:** If the L1 bidder lacks the annual capacity to test 30% of the samples, they will be allocated to their maximum capacity, and the remaining samples will be distributed to other qualified laboratories. BEE reserves the right to allocate samples to laboratories.

#### 4. PRE-QUALIFICATION CRITERIA

- (i) The bidder must be a laboratory registered in India.
- (ii) Bidder must be NABL or APAC or ILAC accredited 3<sup>rd</sup> party laboratory in India for the appliances for which it is bidding. Laboratory must have valid accreditation during the time of the submission of proposal.

**Note:** Bidders, whose validation expires after proposal submission must renew it before the Letter of Award (LoA) is issued. If the accreditation expires during the tenure of empanelment, the laboratories should submit the renewal certificate to BEE before the accreditation expires.

- (iii) In-house accredited laboratories of manufacturers are not eligible to apply.
- (iv) Bidder should have been in the testing activity for not less than 12 months from the date of submission of proposal.
- (v) Bidder must have adequate skilled and non-skilled manpower to conduct the tests.
- (vi) The bidder must have sufficient storage space to store the tested samples until disposal.
- (vii) Bidder must have valid Goods and Services Tax (GST) registration number.
- (viii) The Bidder must not have been blacklisted by any central or state Government institutions/departments / PSUs, and there has been no litigation with any Government department on account of services. The bid will be rejected immediately without assigning any reasons if the Bidder is involved in any criminal cases, declared blacklisted by any government or semi-government department or agency, etc.

#### 5. OBLIGATIONS OF THE LABORATORY

##### 5.1 General

5.1.1 **Standard of Performance:** The Laboratory shall perform the services and carry out its obligations hereunder with all due diligence, impartiality, and efficiently, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials, and methods. The Laboratory shall always act, in respect of any matter relating to this contract or to the services, as a faithful advisor to BEE, and shall at all times support and safeguard BEE legitimate interests in any dealings with third parties.

5.1.2 The Laboratory shall submit the test reports as per the format prescribed by NABL along with any additional information that BEE may seek. Any failure of the laboratory to provide further information as sought by BEE shall be considered as a failure of the laboratory to submit complete report under this contract and BEE reserves the right to withhold the payment of the Laboratory till the requisite information is provided in writing by the Laboratory. If the laboratory submits incorrect or incomplete test report, the onus shall lie on the laboratory to re-conduct testing at its own cost and no payment shall be released to the laboratory for incomplete or incorrect test report.

### 5.1.3 Bid Processing Fee

#### **Bid Processing Fee**

- i. **The Bidders should submit a non-refundable Bid Processing Fee of Rs. 5,000/- (Rupees Five Thousand Only) at time of submission of the Technical and Financial Proposal to BEE.**
- ii. The payment will be accepted in the form of crossed Demand Draft drawn on any scheduled bank, in favour of "Bureau of Energy Efficiency" payable at New Delhi.

5.2 **Conflict or Interests:** The Laboratory shall hold BEE's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or its own corporate interests. If a conflict arises for any reason during the period of this contract, the laboratory shall promptly disclose the same to BEE and seek its instructions.

#### 5.2.1 **Laboratory not to benefit from Commissions, Discounts, etc.:**

- (a) The payment of the Laboratory pursuant to Clause GC 7 hereof shall constitute the Laboratory's only payment in connection with this Contract and, subject to Clause GC 5.2.2 hereof, the Laboratory shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder.
- (b) Furthermore, where the Laboratory, as part of the Services, has the responsibility of advising BEE on the works or Services, the Laboratory shall comply with the Applicable Laws, BEE's applicable guidelines, and shall at all times exercise such responsibility in the best interests of BEE.

5.2.2 **Prohibition of Conflicting Activities:** The Laboratory shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would be in conflict with the activities assigned to them under this Contract.

5.3 **Confidentiality:** It is hereby agreed that during the term of the Contract and after the termination of the Contract, except with the prior written consent of BEE, the Laboratory and their employees, officers, directors, agents etc. shall not at any time communicate to any person or entity any confidential information relating to this Contract and the Services, acquired in the course of the performance of the Services, nor shall the Laboratory and their employees, officers, directors agents etc. make public any of the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive the termination of the Contract.

5.4 **Accounting, Inspection and Auditing:** The Laboratory (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with the internationally accepted principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof. The Laboratory shall make available to BEE and its Personnel and give necessary support, for the purposes of the Services under the Contract,

free of any charge, its facilities and property for visits, to witness tests of the appliances / equipment's.

- 5.5 **Reporting Obligations:** The Laboratory shall submit to BEE the test reports and documents, in the form prescribed by NABL along with any additional information that may be sought by BEE and in the numbers and within the time periods set forth in Terms of Reference: Clause 3.4 (Summary of Timelines) of Annexure- A of this Contract.
- 5.6 **Documents Prepared by the Laboratory to be the property of BEE:** All reports and other documents prepared by the Laboratory for BEE under this Contract shall become and remain the exclusive property of BEE. The Laboratory may retain a copy of such reports and documents, but shall not use the same anywhere, without taking prior permission in writing from BEE and BEE reserves the right to grant or deny any such request of the Laboratory.
- 5.7 **Change in Status:** The Laboratory shall promptly notify BEE of any material change in their status, in particular, where such change would impact on the performance of their obligations under this Contract.
- 5.8 **Prior Permission of BEE for Destructive Test:** The Laboratory shall seek the prior written permission of BEE before performing any destructive test on the samples assigned to it.
- 5.9 **Laboratory's Personnel:** The Laboratory shall employ and provide such qualified and experienced personnel as required to carry out the services in an efficient and timely manner.

## **6. OBLIGATIONS OF BEE**

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

- (a) For work permits and such other documents as shall be necessary to enable the laboratory or its personnel to perform the services.
- (b) For issuing instructions to officials, agents and representatives of the government as may be necessary or appropriate for the prompt and effective implementation of the services.
- (c) In addition to above, BEE shall provide to the laboratory and its personnel such other assistance as may be required for performing their obligations under the contract.
- (d) BEE reserves the right to revise the allocation of work based on the lab testing capacity, pending samples allocated for testing, review of testing, etc. In this regard, the decision of BEE shall be final and binding on the laboratory.

## 7. PAYMENT TO THE LABORATORY

- a) The laboratory shall not receive any other remuneration in connection with the work except as provided in the RfP document.
- b) Payment authority will be BEE.
- c) The Laboratory shall submit the invoice for payment as and when it becomes due under the terms of this contract.
- d) Once a testing is completed, the Laboratory shall submit the test report. If BEE accepts the test report, the Laboratory shall submit the original invoice along with the test report of the tested appliances for consideration of payment to BEE. BEE shall release the requisite payment only upon acceptance of the test report subject to statutory and other deductions (if any) in terms of this Contract.
- e) For the purpose of payment under Clause 7.1 (b) above, “**Acceptance**” means acceptance of the test report by BEE after submission by the Laboratory with modifications if any pursuant to any observations to be communicated in writing to the Laboratory by BEE.
- f) If the test report(s) submitted by the Laboratory is / are not acceptable to BEE, the reasons for such non-acceptance shall be recorded in writing, and in such event, BEE shall not release the payment due to the Laboratory. This is without prejudice to BEE’s right to levy any liquidated damages under Clause 8.9 of this Contract. In such a case, the payment will be released to the Laboratory only after it resubmits the report and it is accepted by BEE.
- g) All payments under this Contract shall be made to the designated bank account of the Laboratory. Payments shall be subject to tax deductions at source (TDS) and other deductions as per the terms of this Contract. GST shall be paid by BEE at the prevailing rate.
- h) BEE shall process the invoice for payment after Acceptance of the report(s).
- i) If the Laboratory performs check testing on the sample delivered for the second check testing on its own without giving any prior written intimation to BEE, such test report shall not be accepted by BEE and the Laboratory shall bear the procurement and transportation costs as will be incurred for the procurement of the fresh sample for check testing.
- j) If a laboratory performs the check testing on the sample without giving prior information to BEE, then the test report will not be accepted by BEE and laboratory has to bear the sample procurement, testing charges and transportation cost.
- k) For any delays beyond 30 days in check testing from the date of receiving the samples, BEE reserves the right to terminate the contract without assigning any reason(s) or any compensation.

## 8. INSTRUCTIONS TO BIDDERS

### 8.1 Procedure for Submission of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

#### (A) Submission of Bids

- (i) 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.
- (ii) While preparing the technical proposal, the bidder is expected to examine the list of appliances along with applicable reference standards.
- (iii) It is mandatory to submit the proposal through GeM only. The complete proposal/bid should be submitted on or before 3.00 PM on last date of receipt of the proposal. Other modes of submission shall not be accepted. All documents related to proposal must be uploaded in GeM portal.
- (iv) Bidder shall properly align all the required eligibility documents and mark page numbers. The same should be stated in Form 1. Failing this, the bid shall be technically rejected and not considered for financial evaluation further.
- (v) All copies of certificates / documents required as per the RfP should be signed and stamped.

#### (B) Financial Bid Opening

- (i) Preliminary scrutiny of the technical proposal documents will be made to determine whether the applications are complete, whether the documents have been properly signed, and whether the bids are generally in format. Proposals not conforming to such preliminary requirements will be rejected prima facie.
- (ii) The Financial Bid of the technically qualified bidder will be opened through online mode.
- (iii) **The Financial Bid should be in the format as stated in the bid document. Any deviation in submitting the Financial Bid in the required format shall render the Financial Bid for that appliance / equipment invalid.**
- (iv) Bidder shall submit the price bid clearly indicating the cost of testing per sample, in ₹ (INR) (Including GST).
- (v) Bidder shall submit total testing cost per sample (including GST), regardless of capacity.
- (vi) Bidder shall submit the price as per the table below:

S.No	Appliance Category (as per Annexure-A)	Testing Cost per sample Rs.	Total Testing Cost per sample (Including GST) Rs.
		A	B

- (vii) All the amounts indicated in the financial proposal shall be without any condition attached or subjected to any assumption and shall be final and binding. In case

any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and rejected.

- (viii) The bids shall be compared on the basis of Total Testing Cost per sample (Including GST) for the entire scope of work as defined in the RfP document.
- (ix) Evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of the comparison, the lowest bidder may be considered for award of contract.
- (x) L1 bidder shall be selected based on the appliance-wise total cost for check testing per sample.
- (xi) **For the submission of the financial bid, regulations or schedules for all appliances are readily available on the GeM portal.** Bidders must read it carefully and submit their financial quotation for each appliance by selecting individual schedule based on the facilities available in their lab.

**(C) Other Terms & Conditions:**

- (i) Considering the importance of timely completion of Check Testing, BEE reserves the right to counter offer L1 rates to other bidders.
- (ii) In such case, on acceptance of L1 rates by other bidders, the quantity of work shall be distributed as per criteria for allocation of samples.
- (iii) During the period of empanelment, BEE may revise the allocation of work depending upon lab testing capacity, pending samples allocated for testing, review of testing, etc. The decision of BEE shall be final and binding.
- (iv) The successful bidder (Laboratory) will have to enter a Contract Agreement on ₹100/- non-Judicial stamp paper within 10 days after receiving of work order.
- (v) Unless terminated earlier, as per the terms of contract agreement, the contract shall expire at the end of Thirty-Six (36) months from the Effective Date. Subject to the satisfactory performance of services by the Laboratory, BEE may extend the contract for a further period of up to 12 months, on same terms and conditions.
- (vi) In the event, if the successful bidder is found performing tests below the set-out quality standards as stated in RfP / work order / contract agreement, it shall be lawful for BEE, in its discretion, to cancel empanelment and / or take suitable action as decided by competent authority of BEE.
- (vii) In the event of finding of any error or defect, reasons being solely attributed to the laboratory, at any time after the tests, the lab shall be bound to, if called upon to do so, to rectify such error or defect, at its own cost, to the satisfaction of and within the time fixed by the BEE and as directed by BEE. The competent Authority /appellate in this regard shall be DG, BEE.
- (viii) BEE will empanel the successful laboratories in accordance with the method of evaluation set by BEE and shall be considered as the final result.
- (ix) BEE reserves the right to reject any or all the bids received at its discretion, without assigning any reason whatsoever and no costs would be paid to bidder for the same.
- (x) In case of any dispute during process of empanelment / verification / check testing in the laboratory, the decision of DG, BEE will be considered final.
- (xi) Acceptance of proposal rests with DG, BEE. No reasons will be given for acceptance or rejection of the contract thereof.

- (xii) BEE reserves the right to cancel this RfP before/after the work is awarded. Any / all proposals may be rejected in whole or in part when it is in the best interest of BEE.
- (xiii) BEE may, on its own or on receipt of a complaint regarding any error or inconsistency or misrepresentation, within 3 months from date of submission of the test report, initiate action as deemed appropriate for review of the test report. Any cost associated for remedial action shall be borne by the laboratory.
- (xiv) If for any reason the laboratory, after its empanelment is suspending or stopping its services for any anticipated/unforeseen reason, shall be intimated to BEE at least 30 days in advance.
- (xv) Laboratories shall seek prior permission of BEE before performing any destructive test on the samples assigned to it.
- (xvi) BEE reserves the right to inspect labs without prior notice, verify the calibration certificates of testing meters or equipment, and review the test setup or any other certification if needed. If any non-conformities are found, BEE will delist the lab from further check testing activities.
- (xvii) **All other terms and conditions defined in the Agreement Document shall be applicable.**

## **8.2 Queries on RfP**

Agency requiring any clarification on this document may send a query in writing at the BEE's contact address. BEE's response (including an explanation of the query but without identifying the source of inquiry) to all the queries, received not later than the dates prescribed by the BEE in Para 1 of this document, will be made available on the website and sent to all bidders who have given their contact details. BEE may also hold a pre-bid meeting if needed to give clarifications and invitation of the same will be sent to the Vendors who have given their contact details.

## **8.3 Non-disclosure of Contract Document**

Except with the written consent of the BEE, the Vendor shall not disclose the contract or any provision, specification, plan, design, pattern, sample, or information thereof to any third party

## **8.4 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 / SDA and/or any of its officers, employees.

## **8.5 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 bidder,



modify the RfP document through an amendment. In order to provide prospective bidders reasonable time in which to take the amendment into account in preparing their bids, BEE may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the Invitation for RfP.

## **8.6 Integrity pact**

A. An agreement between the prospective vendors/ bidders and the buyer, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract. Only those vendors/ bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- Principal to treat all bidders with equity and reason.
- Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act.
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary.
- Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

B. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

**Note:** Successful bidder shall sign the integrity pact with Bureau of Energy Efficiency (BEE). However, declaration shall be submitted along with the technical bids mentioned at RFP.

## **8.7 Fairness And Good Faith**

**8.7.1 Good Faith:** The Parties undertake to act in good faith with respect to reach other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**8.7.2** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as

between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8.8 hereof.

## **8.8 Settlement Of Disputes**

**8.8.1 Amicable Settlement:** In case a dispute arises between the Parties regarding any matter under the Contract, either Party to the Contract may send a written Notice of Dispute ("Notice") to the other Party. The Party receiving the Notice will consider the Notice and respond to it in writing within 30 days after receipt. If such Party fails to respond to the Notice within 30 days from the date of such receipt, or if the dispute cannot be amicably settled by the Parties within 60 days following the response of that Party (as the case may be), clause GC 8.8.2 below shall become applicable.

**8.8.2 Arbitration:** In the case of any dispute arising upon or in relation to or in connection with the Contract between BEE and the Laboratory, which has not been settled amicably as above, any Party can refer the dispute for arbitration under Indian Arbitration and Conciliation Act, 1996 (along with its amendments from time to time). Arbitration proceedings shall be held in India at New Delhi and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

**8.8.3** The decision of the arbitrator shall be final and binding upon both the Parties. The expenses of the arbitrator, as determined by the arbitrator and any other costs and expenses of arbitration proceedings, shall be shared equally by the BEE and the Laboratory. However, the expenses incurred by each Party in connection with the preparation, presentation of their respective cases shall be borne by the Party itself. The arbitration award passed by the arbitrator shall be in writing and shall state the reasons for the award and shall be final and binding on the Parties.

**8.8.4** Notwithstanding anything contained in clauses 8.8.1. to 8.8.3, if the Laboratory is a central public sector enterprise or a department of the Government, the dispute shall be resolved as far as possible amicably by mutual negotiations, failing which the Parties shall resolve such disputes through the Administrative Mechanism for Resolution of CPSEs and any other guidelines on the subject issued from time to time by the concerned authority (ies).

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

## **8.9 Liquidated Damages**

**8.9.1** The Laboratory is required to conduct the testing of the samples as per the timelines mentioned in Terms of Reference: Clause 3.4 (Summary of Timelines) of Annexure- A of this Contract. In case of any delay on the part of the Laboratory in the conduct of testing and/or providing of reports/information to BEE, within the timelines mentioned therein, the Laboratory shall be liable to pay liquidated damages to BEE. The liquidated damages shall be charged at the rate of ₹500/- (₹ Five Hundred Only) for every 7 day of delay. BEE shall be authorized to deduct/adjust charges towards the liquidated damages at the time of making

payments to Laboratory. The Parties hereby agree that liquidated damages herein are a genuine pre-estimate of the damages that BEE will suffer due to such delay and are not claimed as a penalty towards such delay. The Parties also acknowledge that the aforesaid liquidated damages have been provided in view of the unviability to assess the quantum of damages due to the delay. It is hereby clarified that the right to claim liquidated damages is in addition to other remedies available to BEE under the Contract and Applicable Laws, and is not in derogation of such remedies.

8.9.2 Notwithstanding anything contained in Clause 8.9.1 above, in case of continuing delay in initiating the first test or/and second test of the samples, BEE reserves the right to reject the Services or refuse to accept the delayed test reports of such sample by the Laboratory. Further, rate of liquidated damages shall be increased to ₹500/- (₹ Five hundred Only) for every 7 day of delay. In such cases, the BEE shall send a cure notice to the Laboratory informing its decision and if the Laboratory fails to cure any such default or fails to comply with BEE's directions mentioned in such notice, within the time limit prescribed by BEE in the notice, BEE reserves the right to take appropriate action against the Laboratory including termination of the Contract and in such an event, the Laboratory shall be liable to pay to BEE all cost and expenses (including but not limited to sample procurement cost, labor charges, transportation cost and other administrative charges) on actuals as may be incurred by BEE or its agency for purchasing and delivering such samples to the Laboratory. The sample(s) provided to the Laboratory for testing shall also be returned to BEE or its nominated agency.

8.9.3 This clause shall survive the termination of the Contract.

## **8.10 Indemnity**

8.10.1 The Laboratory shall at all times indemnify and keep indemnified BEE, its directors, officers, representatives and agents, from and against:

- (i) all claims / damages etc. for the infringement of any Intellectual Property Rights (IPR) of any Third Party while providing its Services under the Contract by the Laboratory.
- (ii) all/any claims in respect of any damages or compensation payable in consequence of any accident or death of any person or loss to any property or any injury sustained or suffered by the Laboratory's employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Laboratory.
- (iii) any and all claims by BEE, workmen, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Laboratory in respect of wages, salaries, remuneration, compensation or the like.

8.10.2 All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **8.11 Miscellaneous Provisions**

8.11.1 **Relationship of the Parties:** Nothing contained in this contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

- 8.11.2 **Waiver:** Any failure or delay on the part of any Party to exercise any right or power under this Contract shall not operate as a waiver thereof.
- 8.11.3 **Severability:** If any provision of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law, regulation, government policy or any amendments thereof, the remainder of this Contract and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Contract shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 8.11.4 **Assignment:** The Laboratory shall not assign this Contract or sub-contract any portion of this Contract to any person at any point of time.
- 8.11.5 **Acknowledgement of the Parties:** It is acknowledged and agreed by all the Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Laboratory for any engagement, service or employment in any capacity in any office or establishment of BEE.

## 9. RfP FORMS

The RfP must be submitted with documents as stated in the RfP along with the following forms:

- a) Form 1: Summary of Documents Submitted.
- b) Form 2: Laboratory Details
- c) Form 3: Declaration of Lab Not Black-Listed
- d) Form 4: Citation of Past Experience in Testing
- e) Form 5: Check Testing Information
- f) Form 6: Details of NABL Accreditation

## FORM 1 - SUMMARY OF DOCUMENT SUBMITTED

Sr. No.	Requirement	Document Required	Page Number
1	Bidder must be a Laboratory registered in India.	Copy of certificate of Incorporation issued by relevant authority in India	
2	Bidder must be registered with Goods and Services Tax (GST)	Copy of certificate issued by relevant GST Authority	
3	Bidder registered as MSME	Copy of certificate from appropriate authority	
4	Laboratory Details	Form - 2	
5	Declaration - Laboratory not black-listed	Form - 3	
6	Declaration - Past experience in testing	Form - 4	
8	Details of NABL Accreditation	Form - 5	
9	Annual Capacity for testing of each appliances	Form - 6	

**Note: Copies of certificates / documents required as per the RfP should be signed and stamped.**

**FORM 2 – LABORATORY DETAILS**  
(Clearly Typed on Laboratory Letter head)

**(A) Details of Laboratory:**

Name of Laboratory	
Year of Establishment	
Address with Pin-code	
Website Address, if any	
Under any Ministry / State Govt. Department (Yes / No) If Yes, please state details	

**(B) Communication Details:**

<b>Head / Chief of Laboratory</b>	
Name	
Designation	
Mobile Number	
Email	
<b>Authorized Two Persons of Lab for Communication</b>	
(1) Name of Person	
Designation	
Mobile Number	
Email	
(2) Name of Person	
Designation	
Mobile Number	
Email	

Date: \_\_\_\_\_ (Signature with Laboratory Seal)

Place:

.....

Name of Authorized Official:

Designation:

**Note:** If there is any change in the designated personnel mentioned above during the tenure of employment, the laboratory must promptly inform BEE of the updated contact details of the new official.

**FORM 3 – DECLARATION THAT THE LABORATORY IS NOT BLACK-LISTED  
BY ANY GOVERNMENT AGENCY/DEPARTMENT IN INDIA**

(Clearly Typed on Laboratory Letter head)

To,

**The Secretary,**  
Bureau of Energy Efficiency  
(BEE),  
4th Floor Sewa Bhavan,  
Sector-1, R.K. Puram  
New Delhi-110 066.

This is to certify that I/We, Proprietor/ Partner(s)/ Director(s) of M/s (**Name of Laboratory**) have not been blacklisted by any Central / State Government Ministry, Institutions, Departments, PSUs, etc. in the last 5 years preceding the Bid Submission date and there has been no litigation with any of them on account of our services.

M/s (**Name of Laboratory**) hereby declares that it is not involved in any criminal cases and is neither involved in corrupt or fraudulent or coercive practices nor has been declared or black listed by any Central / State Government Ministry, Institutions, Departments, PSUs, etc.

If at any stage of bidding or after award of Work Order or execution of the Contract, it is found that M/s (**Name of Laboratory**) has concealed any such information or if this Declaration is found to be false in any manner, BEE may take suitable action against M/s (**Name of Laboratory**) including but not limited to the rejection of bid/termination of Work Order or Contract, and such action shall be without prejudice to any other right or remedy of BEE including blacklisting or future debarment for a period of 3 years and forfeiture of EMD.

Date:

(Signature with Laboratory Seal)

Place:

.....

Name of Authorized Official:

Designation:

**FORM 4 – TESTING INFORMATION**  
(Clearly Typed on Laboratory Letter head)  
(Only for appliance for which bidding)

To,

**The Secretary,**  
Bureau of Energy Efficiency  
(BEE),  
4th Floor Sewa Bhavan, Sector-  
1, R.K. Puram New Delhi-110  
066

This is to certify that M/s (**Name of Laboratory**) has been doing testing for the following appliance:

Sr. No.	Name of Appliance	Tested Quantity	BIS / IEC Standards	Past Experience in Testing as per applicable BIS / IEC Standard (in Years)	Copy enclosed at page no

(Add more rows as per requirement and Copies of the work order and completion certificate must be enclosed in the Annexure, with each page numbered accordingly)

Date:

(Signature with Laboratory Seal)

Place:

.....

Name of Authorized Official:

Designation:



**FORM 5 – NABL ACCREDITATION**  
(Clearly Typed on Laboratory Letter head)  
(Only for appliance for which bidding)

To,

The Secretary,  
Bureau of Energy Efficiency  
(BEE),  
4th Floor Sewa Bhavan,  
Sector-1, R.K. Puram  
New Delhi-110 066

This is to certify that M/s (**Name of Laboratory**) is NABL accredited and is eligible to conduct check testing as per requirements of BEE under Standards and Labeling program. Details of Accreditation are as stated below:

Accreditation Standard	NABL Certificate Number	Validity (Date)	
		To	From

(Attach signed & stamped copy of each document)

(Add more rows as per requirement)

Date:

(Signature with Laboratory Seal)

Place:

.....

Name of Authorized Official:

Designation:

Note:

## FORM 6 – TESTING FACILITY AND INFRASTRUCTURE

(Clearly Typed on Laboratory Letter head)

(Only for appliance for which bidding)

To,

**The Secretary,**

Bureau of Energy Efficiency

(BEE),

4th Floor Sewa Bhavan, Sector-

1, R.K. Puram New Delhi-110

066

Below are the stated testing capacities of laboratory (appliances-wise) per year:

Sr. No.	Appliance	Testing Capacity Per Annum (Nos.)

(Add more rows as per requirement)

We have adequate space to store the tested samples up to the disposal time which may be one year from date of completion of testing.

Date:

(Signature with Laboratory Seal)

Place:

.....

Name of Authorized Official:

Designation:

## 10.PRICE BID FORMATS

(Clearly Typed on Laboratory Letter head)  
(Only for appliance for which bidding)

To,

Secretary  
Bureau of Energy Efficiency  
Government of India, Ministry of Power  
4<sup>th</sup> Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066

**Subject: Empanelment with BEE as Check Testing Laboratory & Price Bid for Check Testing of Appliances as per Scope of Work of BEE**

- We hereby express our interest for empaneling with BEE as Check Testing Laboratory on the terms and conditions stated in RfP
- Our price bid as per scope of work of BEE is stated below:

S.No	Appliance Category (as per Annexure-A)	Testing Cost per sample Rs.	Total Testing Cost per sample (Including GST) Rs.
		A	B

\* Please add row as per requirements.

### Note:

1. The L1 bidder will be decided based on the Total Testing Cost per sample. Laboratories are advised to thoroughly review the relevant clause and submit their price bids in the specified format. Any deviation from the prescribed format will result in rejection of the bid.
2. Bidders must submit only one testing cost per sample for each appliance category, regardless of capacity.
3. GST will be paid extra as per the rules of Government of India and should be cleanly spelt in the financial bid.

Date:  
Place:  
Name of Authorized Official:  
Designation:

(Signature with Laboratory Seal)

.....

## 11.CONTRACT AGREEMENT

### **CONTRACT AGREEMENT FOR LABORATORY SERVICES**

This Contract for Laboratory Services (hereinafter called the “Contract”) is made on \_\_\_\_\_,

By and Between

The Bureau of Energy Efficiency, a statutory body formed under the Energy Conservation Act, 2001 under the auspices of the Ministry of Power, Government of India, having its office at 4<sup>th</sup> Floor, Sewa Bhavan, Sector-1, R.K. Puram, New Delhi (hereinafter called the “**BEE**” which expression unless repugnant to the context shall mean and include their successors and assigns) of the First Part  
AND

M/s \_\_\_\_\_, a proprietorship/partnership/limited liability partnership/private limited company/public limited company/a government laboratory having its office at \_\_\_\_\_ (hereinafter referred to as the “**Laboratory**” which expression unless repugnant to the context shall mean and include their successors and assigns) of the Second Part

#### **WHEREAS**

- (a) BEE had issued a Request for Proposal (“**RFP**”) dated \_\_\_\_\_ to invite proposals for Empanelment of Laboratories for Check Testing under the Standards & Labeling Programme (Phase IV).
- (b) The Laboratory, having represented to BEE that it has the necessary accreditations from the National Accreditation Board for Testing and Calibration Laboratories (**NABL**) and possesses the required technical resources, professional skills and personnel to perform the Services (*defined hereinafter*) as specified in the RFP, had offered to provide the Services in response to the expectations of BEE and submitted its bid in response to the RFP issued by BEE;
- (c) Pursuant to the above, the Laboratory has been selected as the successful bidder and BEE has accepted the offer of the Laboratory to provide the services and has issued a work order (“**Work Order**”) dated \_\_\_\_\_ bearing no. \_\_\_\_\_ in favour of the Laboratory, subsequent to which BEE has agreed to the provision of Services by the Laboratory on the terms and conditions set forth in this Contract.

#### **NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:**

- 1. The following documents enclosed hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (GCC) along with the following annexures;  
Annexure-A: Description of Services/Reporting requirements
  - (b) Work Order No. \_\_\_\_\_ dated \_\_\_\_\_
  - (c) Request for Proposal.
- 2. The mutual rights and obligations of BEE and the Laboratory shall be as set forth in the Contract, in particular:
  - (a) The Laboratory shall carry out and complete the Services in accordance with the provisions of the Contract; and

- (b) BEE shall make payments to the Laboratory in accordance with the provisions of the Contract.

In the event of any conflict between the provisions of the RFP, the Work Order and the Contract, the following shall be the order of precedence:

- (1) General Conditions of Contract
- (2) Work Order
- (3) RFP

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day, date and year first above written.

Signed by

**For and on behalf of BEE**

\_\_\_\_\_  
**Authorized Signatory**

**For and on behalf of [Name of the Laboratory]**

\_\_\_\_\_  
**Name:**

**Designation:**

Witnesses:

1. \_\_\_\_\_
2. \_\_\_\_\_

## **GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India for the time being which have a bearing on the provision of the Services herein.
- (b) “Contract” means this agreement signed by the Parties and all the attached documents listed in Clause 1, that is (i) these General Conditions (GC); (ii) the Appendices; (iii) the Work Order; and (iv) the RFP.
- (c) “Day” means any working day.
- (d) “Deliverables” shall mean deliverables of the Laboratory as set-forth in the Scope of Work & Deliverables Clause 3.1 of Annexure- A
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “GC” means these General Conditions of Contract.
- (g) “Government” means the Government of India or the State Government as appropriate to the context;
- (h) “In writing” means communicated in written form with proof of receipt;
- (i) “Laboratory” means \_\_\_\_\_ arrayed as a Party to the Contract that will provide the Services to BEE under this Contract.
- (j) “Local Currency” means Indian Rupees.
- (k) “Party” means BEE or the Laboratory, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Laboratory and assigned to perform the Services or any part thereof under this Contract.
- (m) “Services” means the work to be performed by the Laboratory pursuant to this Contract, as described in Scope of Work & Deliverables Clause 3.1 of Annexure- A hereto.
- (n) “SDA” means State Designated Agency any agency designated under Section 15(d) of the Energy Conservation Act, 2001 by State Government / UT Administration at the State level to co-ordinate, regulate and enforce the provisions of the Act within the State/UT.
- (o) “Third Party” means any person or entity other than BEE, or the Laboratory.
- (p) “Work Order” shall mean the work order issued by BEE to the Laboratory bearing no \_\_\_\_\_ dated \_\_\_\_\_.

- 1.2 Relationship Between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between BEE and the Laboratory. The Laboratory, subject to this Contract, has complete charge of the Personnel performing the Services

and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing the Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices:**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative or the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in this Contract.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address as specified in this Contract.

1.6 **Location:** The Services shall be performed by the Laboratory from its laboratory premise where all the machines and instruments required for carrying out the Services are installed.

1.7 **Authority of the person in Charge:** \_\_\_\_\_ hereby authorize \_\_\_\_\_ to act on their behalf in exercising all the rights and obligations towards BEE under this Contract, including without limitation the receiving of instructions and payment from BEE.

1.8 **Taxes and Duties:** The Laboratory and its Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws.

1.9 **Fraud and Corruption**

1.9.1 **Definitions:** It is BEE's policy to require that BEE as well as the Laboratory observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, BEE defines, for the purpose of this provision, the terms set forth below:

- (i) “Corrupt Practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “Collusive Practice” means a scheme of arrangement between two or more laboratories, with or without the knowledge of BEE, designed to establish prices at artificial, non-competitive levels;
- (iv) “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

#### **1.9.2 Measures to be taken by BEE**

- (a) BEE may terminate the Contract, after giving a written notice of minimum of 30 days to the Laboratory, if it determines at any time that the Personnel/representatives of the Laboratory were engaged in Corrupt, Fraudulent, Collusive or Coercive practices during the selection process or the execution of this Contract, without the Laboratory having taken timely and appropriate action satisfactory to BEE to remedy the situation.
- (b) BEE may also sanction against the Laboratory, including declaring the Laboratory ineligible for a stated period of time, to be awarded a contract, if it at any time determines that the Laboratory has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive or Coercive practices in competing for, or in executing, a BEE-financed contract.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 **Effectiveness of Contract:** This Contract shall be deemed to come into force and effect on the date as mentioned in the Work Order instructing the Laboratory to begin the execution of the Services (the “**Effective Date**”).
- 2.2 **Commencement of Services:** The Laboratory shall begin carrying out the Services upon receipt of the 1<sup>st</sup> (first) sample for check testing.
- 2.3 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.8 hereof, this Contract shall expire at the end of twenty four (24) months from the Effective Date. Subject to the satisfactory performance of Services by the Laboratory, BEE may extend the Contract for a further period up to 24 months, with no more than 12 months extension at a time, on same terms and conditions.
- 2.4 **Entire Agreement:** The Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make the Parties liable, and the Parties shall not be bound by



or be liable for, any other statement, representation, promise or agreement not set forth herein.

## **2.5 Modification or Variations:**

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

## **2.6 Force Majeure**

### **2.6.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war/hostilities, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) or any lockdown or curfew imposed by the Government.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in carrying out its obligations hereunder.
- (c) Subject to clause 2.6, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.6.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach or, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such Force Majeure event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.6.3 Measures to be Taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligation under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than (seventy-two) 72 hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions within (seventy-two) 72 hours of the cessation of such Force Majeure event.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Laboratory, upon instructions by BEE, shall either:
  - (i) Demobilize; or
  - (ii) continue with the Services to the extent possible, in which case the Laboratory shall continue to be paid proportionately and on prorated basis for the part of the Services satisfactorily performed, under the terms of this Contract.
- (e) Neither BEE nor the SDA or the Laboratory shall be liable for any compensation or extra costs during the existence of the Force Majeure event.

## **2.7 Termination**

**2.7.1 By BEE:** BEE may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.7.1:

- (a) If the Laboratory fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of notice of such failure from BEE or within such further period as BEE may have subsequently approved in writing.
- (b) If Laboratory enters into compulsory or voluntary liquidation or insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 or has a receiver or manager or an administrative receiver or an administrator appointed over its assets or ceases (or threatens to cease) for any reason to carry on business or if it appears to the Party not in difficulties that it has or may become unable to pay its debts or satisfy its obligations under the Contract.
- (c) If the Laboratory fails to comply with any final decision reached as a result of arbitration proceedings or any court proceedings pursuant to Clause GC 8.8 hereof provided that such termination shall be without prejudice to (i) any rights of BEE to enforce such decision of the arbitration proceeding or the court; (ii) obligation of the Laboratory to comply with such decision.
- (d) If the Laboratory or its Personnel, in the judgment of BEE, has engaged in corrupt or fraudulent practices in relation to this Contract as mentioned in Clause GC 1.9.2
- (e) If the Laboratory submits to BEE a false statement which has a material effect on the rights, obligations or interests of BEE.
- (f) If the Laboratory places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to BEE.

- (g) If the Laboratory fails to provide the quality services as envisaged under this Contract or if the Laboratory is found performing tests below the set-out quality standards as stated in Work Order.
- (h) If, as the result of Force Majeure, the Laboratory is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.7.2 By the Laboratory:** The Laboratory may terminate this Contract, by giving not less than thirty (30) days' written notice to BEE in case of the occurrence of any of events specified in paragraphs (a) through (d):

- (a) If BEE fails to pay any money due to the Laboratory pursuant to this Contract and not subject to dispute pursuant to Clause GC 2.7.2 hereof within forty-five (45) days after receiving written notice from the Laboratory that such payment is overdue.
- (b) If, as the result of Force Majeure, the Laboratory is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If BEE fails to comply with any final decision reached as a result of arbitration or a court pursuant to Clause GC 2.7.2 hereof.
- (d) If BEE is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Laboratory may have subsequently approved in writing) following the receipt by BEE of the Laboratory's notice specifying such breach.

**2.7.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 5.3 hereof, and (iii) any right which a Party may have under the Applicable Laws.

**2.7.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.8.2 hereof, the Laboratory shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**2.7.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, BEE shall make the following payments to the Laboratory:

- (a) If the Contract is terminated pursuant to Clause 2.7.2, remuneration pursuant to Clause GC 2.7.5 hereof for Services satisfactorily performed prior to the effective date of termination, and any expenditures actually and reasonably incurred in terms of this Contract prior to the effective date of termination fully

supported by proof, which BEE at its sole discretion decides to pay the Laboratory.

- (b) If the Contract is terminated pursuant to Clause 2.7.1 (a) to (g), the Laboratory shall not be entitled to receive any payment upon termination of the Contract. However, BEE may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to BEE.

## 12. ANNEXURE – A: Description of Services/Reporting requirements

Sr. No.	Appliance	Scope of Work	Standards	Notification No.
<b>Mandatory Appliances</b>				
1	Ceiling Fans	1. Air delivery & Service Value 2. Fan speed and power input Sweep (mm)	IS 374 :2019	
2	Chillers	1. Cooling capacity (25%, 50%, 75% & 100 % load) 2. Power consumption (25%, 50%, 75% & 100 % load) 3. COP (25%, 50%, 75% & 100% load) 4. ISEER 5. Construction and Safety requirements (as per clause 5.1 and 5.2 of IS 16590)	IS 16590 with all amendments	
3	Deep Freezer	1. Pull down time 2. No load Energy consumption 3. Storage volume	IS 7872: 2020 with all amendments	
4	Frost Free Refrigerator	1. Energy consumption 2. Volume measurement test (storage and gross) 3. Pull down test 4. Operating Temperature Performance Test	IS 17550	
5	Direct Cool Refrigerators	1. Energy consumption 2. Volume measurement test (storage and gross) 3. Pull down test 4. Operating Temperature Performance Test	IS 17550	
6	Colour Television	1. Standby mode Power Consumption 2. On mode Power Consumption 3. Maximum Annual Energy Consumption (kWh/year) 4. Picture level adjustment	IEC 62301 Ed. 2.0 for Standby Mode & IEC 62087: 2015 Ed. 1 Part 3.0 for On Mode & IS 616: 2017 with all amendments	
7	Distribution Transformer	1. Measurement of winding resistance	IS 1180 (Part 1) (with all amendment),	

Sr. No.	Appliance	Scope of Work	Standards	Notification No.
<b>Mandatory Appliances</b>				
		2. Measurement of impedance voltage / short circuit impedance and load loss (at 50% & 100%) 3. Measurement of no-load loss and current 4. Temperature rise test 5. Short-circuit test 6. Total losses (at 50% & 100%)	IS 2026 (Part 1 & 2) and IS 2500 Part 1) : 2000	
8	Room Air Conditioner Fixed Speed	1. Cooling capacity 2. Power consumption 3. Max operating condition test	IS 1391 (Part 1): 2017 IS 1391 (Part 2): 2018	
9	Room Air Conditioner Variable Speed	1. Cooling capacity (50 & 100 % load) 2. Power consumption (50 & 100 % load) 3. Rated Frequency (50 & 100% load) 4. Max operating condition test	IS 1391 (Part 1): 2017 IS 1391 (Part 2): 2018 ISO 16358 (Only reference document)	
10	Tubular Fluorescent Lamp	1. Visual examination and marking 2. Lamp & Cap dimension 3. Torsion test 4. IR measurement test 5. Burning test 6. Starting test 7. Lamp elect 8. Lumen characteristics 9. Colour characteristics 10. Lumen maintenance & life test (At 100, 2000 hrs.) 11. Lumen maintenance & life test 12. (At 3500 hrs.)	IS 2418 (Part I), (Part II), (Part III) and Part(IV) – 1977	
11	Washing Machine	1. Energy and Water consumption 2. Determination of Wash Performance 3. Water Extraction Efficiency 4. Rinsing efficiency 5. Water extraction performance	IS 14155 IEC 60456, IS 302:2:7	
12	Stationary Storage Type Electric Water Heater	1. Standing losses (kwh/24hrs/45C) 2. Rated/Input Power 3. Rated Capacity (litres)	IS 2082:1993 and IS 302-2	

Sr. No.	Appliance	Scope of Work	Standards	Notification No.
<b>Mandatory Appliances</b>				
	(Electric Geysers)		21: 2011 With all amendments	
13	LED Lamps	1. Power Consumption (Watts) 2. Initial Luminous flux (Lumens) 3. Luminous flux at 1000 hours 4. Luminous flux at 6000 hours 5. Life (hours) 6. Luminous Efficacy (Lumen/Watt) 7. Power factor 8. CRI 9. Harmonics	IS 16102 (Part 2): 2012 with all amendments	
14	Light Commercial Air Conditioner	1. Cooling capacity (50%, 100 % load) 2. Power consumption (50%, 100 % load) 3. Rated Frequency (50%, 100% load) 4. Max operating condition test	IS 1391 (Part 2): 2018 with all amendments	
15	UHD Television	1. On Mode Power Consumption 2. Standby Mode Power Consumption 3. Peak Luminance Ratio 4. Safety Requirements	IEC 62087-3, 2015, Edition 1.0 with all amendments as on date. IS 616: 2017 /IEC 60065:2014 Edition 8.0 with all amendments as on date	
16	RAC (Cassette, Floor Standing Tower, Ceiling, Corner AC)	1. Cooling capacity 2. Power consumption 3. Max operating condition test	IS 1391(Part1) & IS 1391(Part2) with all amendments as on date	
17	Domestic LPG	Burner: 1. Gas consumption 2. Thermal Efficiency	IS 4246: 2002 (As amended time to time)	

Sr. No.	Appliance	Scope of Work	Standards	Schedule No.
<b>Voluntary Appliances</b>				
1	Diesel Engine Driven Mono-set Pumps for Agricultural Purposes	<ol style="list-style-type: none"> <li>1. Measurement of nominal volume rate of flow</li> <li>2. Nominal head</li> <li>3. Fuel consumption in g/hr of the pump set at the nominal duty point</li> <li>4. Specific Fuel Consumption (SFC) in g/h/m/l/s</li> </ol>	IS 11501:1986 IS 11170 :1985 IS 11346: 2002	
2	Induction Motor	<ol style="list-style-type: none"> <li>1. Measurement of winding resistance</li> <li>2. No load test at rated voltage (determine input current power and speed) and at different voltages to compute winding losses</li> <li>3. Full load test</li> <li>4. Efficiency at 75% and 100% load Efficiency Class (IE1, IE2 &amp; IE3 )</li> </ol>	IS 12615:2011; IS 4029 - 1967; IS 325 : 1996 IS / IEC 60034-2-1 / IS15999-2011	
3	Laptop / Notebooks Computer	<ol style="list-style-type: none"> <li>1. Power consumption levels for compliance with the Off, Sleep and Idle levels.</li> <li>2. Typical Energy Consumption (TEC) as per the equation in schedule</li> </ol>	ENERGY STAR Test Procedure for Determining the Power Use of Computers	
4	Liquefied Petroleum Gas Stoves / Domestic Gas Stove	<ol style="list-style-type: none"> <li>1. Thermal efficiency</li> <li>2. Total gas consumption</li> </ol>	IS 4246: 2002	
5	Office Equipment/Office Automation Products	<ol style="list-style-type: none"> <li>1. Standby Mode Power Consumption (Lowest power among the Ready, Sleep, Auto-off, off mode ) for OM products</li> <li>2. Typical Energy Consumption for TEC products</li> </ol>	ENERGY STAR Program IEC 62301	
6	Solid State Inverter	<ol style="list-style-type: none"> <li>1. No-Load Test</li> <li>2. Output Power Factor</li> <li>3. Total Harmonic Distortion</li> <li>4. Capacity Test Efficiency Range (DC to AC)</li> </ol>	IS 13314:1992	
7	Microwave Ovens	<ol style="list-style-type: none"> <li>1. Microwave Function Efficiency</li> <li>2. Energy Consumption</li> <li>3. Power Consumption in Standby Mode</li> </ol>	IEC 60705 with all amendments IEC 62301	



Sr. No.	Appliance	Scope of Work	Standards	Schedule No.
<b>Voluntary Appliances</b>				
8 A	Submersible Pump Set	1. Nominal Volume rate of flow 2. Nominal Head 3. Overall Efficiency 4. Performance Curve	IS 8034: 2018, IS 11346: 2004	
8 B	Open well Submersible Pump - Sets	1. Nominal Volume rate of flow 2. Nominal Head 3. Overall Efficiency 4. Performance Curve	IS 14220:1994, IS 11346: 2004	
8 C	Mono Set Pump - Sets	1. Nominal Volume rate of flow 2. Nominal Head 3. Overall Efficiency 4. Performance Curve	IS 9079: 2018 , IS 11346: 2004	
9	Solar water heater	1. System efficiency averaged over the day test period 2. Absorptivity of selective coating 3. Emissivity of selective coating	IS16368:2015	
10	Air Compressor	1. Packaged Input Power 2. Full Load Operating Outlet Pressure 3. Rated Volume Flow Rate at full load 4. Isentropic Efficiency at full load 5. Specific Power Consumption at Rated Capacity and Full Load Operating Pressure	IS 5456 and IS/ISO 1217: 2009 with all its amendments; IS/ISO 1217: 2009 with all amendments	
11	Tyres	1. Rolling Resistance: Energy consumed per unit of distance travelled. 2. Rolling Resistance Coefficient (RRC): Ratio of the rolling resistance to the load on the tyre. 3. Wet grip Index: The ratio between the performance of the candidate tyre and the performance of the standard reference test tyre.	AIS 142 IS 15633 IS 15636	
12	Li Batteries	Specific Energy (Wh/Kg)	ISO 12405-4:2018; ISO 6469-1, Safety specifications — Part 1; ISO 6469-34 Safety	

Sr. No.	Appliance	Scope of Work	Standards	Schedule No.
<b>Voluntary Appliances</b>				
			specifications —Part 3	
13 A	Ballast - Electronic	1. Total Circuit Power 2. Total Lamp Power 3. Ballast efficiencies 4. THD 5. THD with Capacitor 6. Power factor 7. Power Factor with capacitor 8. Designed life in burning hours at defined ambient temperature	IS 13021 (Part 1 & 2): 1991 for electronic ballasts	
13 B	Ballast - Electromagnetic	1. Total Circuit Power 2. Total Lamp Power 3. Ballast efficiencies 4. THD 5. THD with Capacitor 6. Power factor 7. Power Factor with capacitor 8. Designed life in burning hours at defined ambient temperature	IS 1534 (Part 1): 1977 for electro-magnetic ballasts	
14	Diesel Generator Set	Specific fuel consumption (g/kWh)	IS 10000, IS 10001, IS 13364 & IS 4889: 1968 (all parts with amendments)	
15	Side by Side/Multi Door Refrigerator	1. Energy consumption 2. Volume measurement test (storage and gross) 3. Pull down test 4. Operating Temperature 5. Performance Test	IS 17550	
16	Pedestal Fan	Air Delivery, Temperature Rise, Power factor, Leakage Current, Fan speed, Insulation resistance test	IS 1169:1967 & IS 302- 1: 2008 with all amendments	
17	Table/Wall Fan	Air Delivery, Temperature Rise, Power factor, Leakage Current, Fan speed, Insulation resistance test	IS 555:1979 & IS 302- 1: 2008 with all amendments	
18	Induction Hob	1. Thermal Efficiency 2. Performance testing	IS 19014:2022- - Part 2 IEC 62301:2011 IS 302-2-6	

Sr. No.	Appliance	Scope of Work	Standards	Schedule No.
<b>Voluntary Appliances</b>				
19	Solar Photovoltaic	1. Design qualification test 2. Performance test	IS 14286: 2010 IS 16077:2013 IEC 61853-3:2018 IS 12834: 2013 IEC 62804 (Part 1):2022	
20	Packaged Boiler	Thermal efficiency (%)	IS 13979: 1994 with all amendments	
21	Commercial Beverage Coolers	1. Energy consumption 2. Cross volume & net volume 3. Half reload recovery test	ISO 22044:2021 / IS 2167:2024	
22	Grid Connected Solar Inverter	Performance testing	IS 17980:2022/ IEC 62891:2020 IS 12834:2023/ IEC 61836:2016 IS 16221-2:2015/ IEC 62109-2: 2011 IS 16169:2019/IEC 62116:2014	
23	Refrigerant Compressors	1. Specific enthalpy 2. Mass flow rate 3. Specific volume 4. Speed, Capacity 5. Coefficient of performance	IS 5111	
24	Evaporative Air Coolers	1. Air Delivery 2. Cooling Efficiency 3. Power Consumption 4. Power Factor 5. Energy Efficiency Ratio 6. Safety requirement	IS 3315:2024	
25	EV Charger	1. Input Power 2. Output Power	IS 17017 (Part 1) IS 17017 (Part 2- Sec 3) IS 17017 (Part 23) IS/IEC 61683 IS 12360 / IEC 60038 IEC TS 61439-7 CEA Regulation 2023	

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