



Bureau of Energy Efficiency (BEE)

Government of India,

Ministry of Power

Request for Proposal (RfP)

for

Engagement of agency for Digitization of BEE Records

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1. LETTER OF INVITATION

The Bureau of Energy Efficiency (BEE) invites Request for Proposal (RfP) (Technical & Financial Bids) from interested and technically qualified **NICSI empaneled** IT agencies for “**Digitization of BEE Records**”.

Though adequate care has been taken while preparing the RfP document, the Agency 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 Agency 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, supplement or cancel this RfP document, without assigning any reason.

While this RfP document has been prepared in good faith, neither BEE nor their employees make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP document, even if any loss or damage is caused by any act or omission on their part.

Sd/-
Secretary, BEE

2. GENERAL INFORMATION

Contact person for queries / clarification	Sh. Dinesh Tiwari, IT Expert (Asst.) Bureau of Energy Efficiency 4th floor, Sewa Bhawan, R K Puram 1, New Delhi – 110066 Tel No.: -91-11-26766731 Email: dinesh.tiwari@beeindia.gov.in
Mode of selection	L1
Type of proposal required	Financial
Proposal submission language	English
Bid validity period	120 days after last date of bid submission
Earnest Money Deposit (EMD)	₹40,000/-
Performance Security	Rs. 60,000/- (Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. It should be in the form of Account Payee Demand Draft or Bank Guarantee from a Commercial Bank or Online Payment)

3. BACKGROUND INFORMATION

3.1 Energy Conservation Act, 2001

The Energy Conservation Act, 2001 (EC Act) forms the core of the legal framework put in place by Govt. of India to promote energy efficiency and conservation. EC Act came into force with effect from March 1, 2002.

3.2 About BEE

The Government of India set up Bureau of Energy Efficiency (BEE) (www.beeindia.gov.in) on 1st March 2002 under the provisions of the EC Act, 2001. The mission of the BEE is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the 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 the industries, building, transport, institutions and appliances sectors.

4. SCOPE OF WORK

The work involves a) digitizing the selected pages, b) developing a Document Management Software (DMS) application for easy retrieval, search, view, addition, deletion of a particular page and file as per the technical requirements specified elsewhere in the document. Creation of database of all scanned data with quality and accuracy and pass service provider's quality assurance phase. Provision for integration and meta-tagging of documents to be scanned in future.

4.1 Digitization and its expectations

It is always imperative for any organization to meet accepted standards for managing its large official records. These standards are designed to ensure that electronic images of paper source documents, where the image is intended to replace the original as the official record, are captured in a way that ensures their reliability, authenticity and usability over their entire retention period and that allows the images or copies produced from the images, to be authenticated as true copies of the originals and to be admissible as evidence in legal proceedings.

Digitization is expected to achieve the following benefits:-

1. Ultimate objective of reduction of storage space for preserving files.
2. Minimising the file search time.
3. Increase in productivity of processes.
4. Availability of the document for sending in electronic format.
5. Reduced turnaround time of processes.
6. Improved control over all the important digitized documents by restricting access.

4.2 Other Services Required for Digitization

- (1) The contract has to be completed by the successful bidder within a period of six months from the date of award of the contract. The bidders are requested to ensure that monthly schedules are accordingly drawn in such a way that the work is completed as per the time schedule.
- (2) The Service provider has to create digitized format of all records.
- (3) Scanning resolution should be 300DPI to 600DPI resolutions with Colours (24 bit) for brittle and very old document to maintain the originality of the document and making it searchable. Overhead Scanner (Bookeye-02/04, Zeutschel) or similar model should be used.
- (4) The paper size of the document to be scanned may vary. 300 DPI resolutions with Grey Scale (8bit) for colour back ground documents ensuring originality and search ability of the documents.
- (5) 300 DPI resolution with black & white for legible documents ensuring originality and search ability

of the documents.

- (6) Scan image should not be duplicated and all images should be in proper sequence.
- (7) Scan image should be cropped in a proper manner and no content should be deleted.
- (8) The data in the final output should be well-readable and in Clean PDF.
- (9) The Service provider needs to deploy the required skilled and experienced manpower, necessary hardware & software etc. to execute the contract.
- (10) Providing Document Management Software (DMS) for storing, archiving and retrieval of records in digital form. The software should have the facility to add or delete pages to the existing document with controls to be exercised at appropriate level of officials. The software should not have any restriction as to the number of concurrent users.

5. DELIVERABLES

1. The source code and the documentation of all software, both in hard as well as soft format in Clean PDF should be handed over to the BEE Office in hard disk, copied in system, server and NAS as part of the deliverables.
2. Creation of Document Management System for all scanned document, for minimizing the search time and ease of access of documents, which will include user-based accessibility.
3. The service provider has to impart training to the resource persons/staff identified by the BEE Office to carry out scanning/digitization and the entire operational part of application Software/utilities developed by the selected Service provider during the project like indexing, archiving(scanning and storing), deleting, retrieval, printing and appending pages to existing files etc.
4. The Service provider should fully maintain and provide technical support for twelve months after completion of the contract. The service provider should respond within 48 hours for any technical support requested by the BEE office. If the service provider fails to respond/provide solution within the stipulated time, the BEE office may have the option of levying penalty at Rs.1000/- per day of delay/default.
5. On completion of the work, the service provider shall hand over the latest licensed updated software and also the database to this office, which shall become property of the office of BEE for all intents and purposes. The service provider will also provide the licensed copy of software's to Bureau of Energy Efficiency.

6. TIMELINE AND PAYMENTS

- (1) It is imperative for BEE that the newly developed DMS within 5 months of date of placement of order and an additional one months can be considered for training and hand-holding purposes.
- (2) The following are the timelines along with the payment milestones:

Sr. No.	Activity	Timeline (In months)	Payment Milestone
1	Scanning of Documents (T0)	Within 45 days after release of work order	25% of Digitization charges
2	Development of DMS (T1)	T0 + 2.5	45% of Digitization & development charges
3	Completion of Work with DMS hand holding (along with training of officials)	T1 + 1	Remaining 30% of Digitization charges
4	Maintenance	T2 + 12	Quarterly basis

- (3) The maintenance charges shall be considered for payment on quarterly basis on submission of maintenance report of each quarter & maintenance found to be satisfactory.

7. ELIGIBILITY CRITERIA

- (1) Bidder should be in the business of Digitization of government offices record (preferably govt. offices) for the past 5 years.
- (2) Bidder should have a minimum annual turnover of ₹50,00,000/- in at least one year in last three financial years, i.e., FY2020-21, FY2021-22 & FY2022-23.
- (3) The Bidder should be a Company registered in India/Firm/Proprietor. Incorporation/Registration certificate along with Memorandum/Articles of Association/Bylaws (or similar document) should be furnished as documentary proof.
- (4) Service tax registration of the firm is compulsory.
- (5) Bidder must be registered with Goods and Services Tax (GST).
- (6) Bidders registered under MSME are exempted from depositing EMD as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME).
- (7) Bidder must not have been blacklisted by any Central / State Government institutions / departments / PSUs and there has been no litigation with any Government department on account of services. The proposal will be rejected straightway without assigning any reasons if bidder is involved in any criminal cases, declared black listed by any Govt. /Semi govt. department/agencies, etc.
- (8) Joint Ventures / Consortium and Outsourcing / sub-contracting of work is not permitted.
- (9) Documents submissions for Eligibility should be as per the table Format 2: Document Index.

7. EVALUATION & SELECTION CRITERIA

- (1) Preliminary scrutiny of the proposal will be made to determine whether the applications are complete, whether the qualifying documents are submitted and in order and have been properly signed and stamped. Proposals not conforming to such preliminary requirements will be rejected prima facie.
- (2) L1 bidder may be considered for award of work.

8. INSTRUCTIONS, OTHER TERMS AND CONDITIONS

- (i) The bidders may note that the working hour pattern of BEE office is between 9.30 am to 6.00 pm on all working days applicable to Central Government offices. The BEE office at its discretion may consider the request of the service provider to work on holidays/extended hours.
- (ii) All copies of certificates / documents required as per the RfP should be signed and stamped.
- (iii) The work shall be constantly reviewed during its development. Any defects found during review, shall be fixed to the satisfaction of BEE.
- (iv) The Bid should contain the following documents and sent to the addressee mentioned in the RFP
 - a. NEFT for Rs.40,000/- as EMD
 - b. Signed copy of the RFP
 - c. Documents submission signed & stamped as mentioned in Rfp Eligibility criteria (Format 2: Document Index).
 - d. Financial Bid (Annexure A)
 - e. Documents in support of information stated in the Eligibility criteria(mentioned formats followed in rfp).
- (v) In case the whole or any part of work is found of inferior quality or not performing satisfactorily, the same shall be developed or modified by the successful bidder immediately without any additional cost.
- (vi) The Service provider is required to use their own MIS tool to generate periodical reports for tracking the digitization status. These reports would contain basically summary of records periodically scanned and stored.
- (vii) For project closure, agency shall submit Project Closure Report to BEE for review and approval. This would include all documentation and source code of the DMS application. It shall also include user manual and training to BEE for future management of the DMS.
- (viii) The agency will have to carry out proactive monitoring of application and database for performance management.

- (ix) The successful agency will have to enter a Contract Agreement on ₹100/- non-Judicial stamp paper within 10 days after receive of work order.
- (x) In case agency who has been awarded the work refuses to accept the work issued by the BEE or fails to respond to the work order by BEE in decided time or backs out after acceptance, then action would be taken as deemed fit, including forfeiture of EMD (if submitted).
- (xi) If the bidder violates any of the conditions prescribed in RfP document & contract agreement, the EMD / Performance Security shall be forfeited.
- (xii) The EMD of unsuccessful bidder/s would be returned at the earliest. Under no circumstances, BEE is liable to pay interest on the EMD.
- (xiii) The successful agency will have to submit the Performance Security within 10 days after receive of work order. The Performance Security shall be returned on completion of all contractual obligations to the satisfaction of BEE. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. No interest shall be payable by BEE on Performance Security. EMD of the successful bidder would be returned on submission of Performance Security.
- (xiv) In order to ensure transparency, equity and competitiveness in public procurement, as mandated by the Central Vigilance Commission, as a part of this RfP document, an Integrity Pact is required to be furnished by bidding Agencies as an essential preliminary qualification requirement under this RfP.
- (xv) An Integrity Pact, as per the format stated in the RfP document, shall be duly signed and sealed by the authorized signatory of the Agency and submitted as a part of the Technical Proposal.
- (xvi) The Integrity Pact shall be read as an integral part and parcel of the RfP document. The Integrity Pact shall be operative from the date it is signed by both the Parties till the final completion of the contract.
- (xvii) In case the Agency who has been awarded the contract refuses to accept the contract issued by the BEE or fails to respond to the letter of award of work in 10 days' time or backs out after acceptance or violates any of the conditions prescribed in RfP document, then they will be suspended for a period of one year and / or other action as decided by competent authority of BEE.
- (xviii) In the event, if the successful Agency is found performing job as stated in work order not to the satisfaction of BEE, it shall be lawful for BEE, in its discretion, to remove or with hold any part of job until the job is found satisfactory or cancel the contract and / or take suitable action and forfeit the performance security. The BEE reserves the right to deduct / withhold amount from the contract amount and / or forfeit performance security for deficiency/incomplete services & the amount shall be decided by competent authority of BEE.
- (xix) In the event of the any finding of error or defect due to the fault of successful Agency at any time after the delivery, the agency shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the BEE.
- (xx) BEE has the right to cancel / modify the RfP at any stage of the engagement process without any claim or reason for its action to be given.
- (xxi) In case of any dispute during process of engagement or work or COM, the decision of DG, BEE will be considered final.
- (xxii) Acceptance of proposal rests with DG, BEE. No reasons will be given for acceptance or rejection of the contract thereof.
- (xxiii) If for any reason BEE decides to terminate the contract during the execution of work, it shall be intimated to agency at least 30 days in advance.
- (xxiv) All other terms and conditions specified in the RfP, Agreement & Minutes of Meetings (If any), shall be applicable.

9. DEFINITION OF TERMS

- (i) "BEE" means the Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066 and shall include their legal representatives, successors and assigns.
- (ii) The "Agency" shall mean the Agency whose both technical and price bid will be accepted by the BEE for award of the Work and shall include such successful Agency's legal representatives, successors and permitted assignees.
- (iii) The term "Contract Price" shall mean the lump-sum firm price quoted by the agency in his bid with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of Work.
- (iv) "Date of Contract" shall mean the date on which notification of award of contract / letter of award has been issued.
- (v) "Work" shall design, development, implement and maintenance as per agreed specifications defined in the contract.

10. CONFLICT OF INTEREST

The agency who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the agency would be allowed to use the data or share the information with anyone else, except for the BEE. The BEE shall hold the copyrights over any of the data collected or compiled during the course of the awards.

11. AMENDMENTS TO 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 Agency, modify the RfP document by an amendment. In order to provide prospective Agency 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.

12. RESOLUTION OF DISPUTES

- (i) BEE and the agency shall make effort to resolve amicably by direct informal negotiations on any disagreement or dispute arising in connection with the contract.
- (ii) The decision of Director General, BEE, shall be final and binding on both the parties.
- (iii) For any arbitration proceedings, they shall be held at Delhi.
- (iv) The laws applicable to the contract shall be the laws in force in India. The courts of Delhi only shall have exclusive jurisdiction in all matters arising under this contract.

13. 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.

14. TECHNICAL BID DOCUMENTS

The technical bid document shall include the following forms

- Format 1: Covering Letter from Agency
- Format 2: Document Index
- Format 3: Agency Details
- Format 4: Work Experience/ Eligibility proofs
- Format 5: Undertaking for Integrity Pact
- Format 6: Integrity Pact
- Format 7: Declaration

Format 1: COVERING LETTER

(On Agency's Letterhead)

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

Subject: RfP for Engagement of Agency for Digitization of BEE Records.

I/We, the undersigned, having read and examined in detail all the RfP documents in respect of engaging an agency for BEE for the said project, do hereby express their interest to provide their services as specified in the scope of work.

I/We have submitted the supporting documents in the desired formats with their relevant documents.

I/We hereby declare that our proposal 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

Date:	(Signature)
Place:	(Name of Authorized Person & Designation)
	(Agency Seal)

Format 2: DOCUMENT INDEX

Sr. No.	Requirement	Documentary Evidence Provided	Page No.
1	In business of software development (preferably web development) for the past 5 years	<ul style="list-style-type: none">• Copy of work orders should be enclosed along with a completion certificate.	
2	Minimum average annual turnover of ₹50,00,000/- from design & development of websites, web applications in at least one year in last three financial years, FY2020-21 to FY2022-23.	<ul style="list-style-type: none">• Copy of CA certificate & audited balance sheet is mandatory.• Self-certification shall not be accepted.	
3	Experience in digitization of records along with DMS software of at least 03 project for Government / PSU.	<ul style="list-style-type: none">• Copy of work order along with final/phased completion certificate to be enclosed.• The project should be completed at least till UAT stage.• Only Project Mode/Fixed Bid orders shall be considered• Manpower orders will not be considered.	
4	GST Certification	<ul style="list-style-type: none">• Copy of certificate	
5	EMD Exemption	Copy of certificate from appropriate authority	
6	Undertaking for Integrity Pact	As per format	
7	Integrity Pact	As per format	
8	Declaration	As per format	

Note: Work orders / purchase orders related to providing manpower support, sale of IT equipment / software licenses, etc. shall not be considered.

Format 3: AGENCY DETAILS

Name of Agency	
Details of Agency <ul style="list-style-type: none">• Year of Establishment• Address of the Registered Office:• Website:	
Authorized Person of Agency to Communicate with BEE regarding the RfP <ul style="list-style-type: none">• Name• Designation• E-mail• Mobile Number	

Format 4: WORK EXPERIENCE

(Details of work experience should be provided in the following format along with supporting documents)

Name of Bidder		
Name of Work		
Client Name with Address		
Start Date of Project (MM/YY)	End Date of Project (MM/YY)	Work Order Amount (₹ Lacs)
Brief description of the project		

This work experience format needs to be filled-out for every project which the bidder intends to showcase to meet the eligibility and technical evaluation criteria. **Each format should be placed in the technical bid such that it is easy to link every order (placed against different criterion) with the corresponding work experience format to clearly highlight the scope of the work executed under the project.**

Format 5: UNDERTAKING FOR INTEGRITY PACT
(Clearly Typed on Agency Letter head)

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

Subject: **RfP for Engagement of Agency for Digitization of BEE Records**

Dear Madam/Sir,

I/We have taken note of the Integrity Pact of the above stated RfP. I/We understand that only those agencies who commit themselves to such a Pact with BEE, would be considered competent to participate in the bidding process; signing of the Integrity Pact and furnishing the same as a part of our intent, is an essential preliminary qualification requirement.

I/ We understand that the Integrity Pact shall be read as an integral part and parcel of the RfP document and Contract/Agreement to be signed between the successful Agency and BEE and I/We undertake to remain bound by its provisions.

Any violation of the same at any stage i.e., during bidding process and / or during contract execution stage, would entail disqualification of the Agency and exclusion from future business dealings.

I/We hereby confirm and undertake that in the event I/We commit any violation of the Integrity Pact at any stage, it would entail disqualification of the Agency from the bidding process and if the work has been awarded to me/us, then it would lead to the cancellation of the letter of award and termination of our Contract/Agreement with BEE, and my/our exclusion from future business dealings with BEE as per the existing provisions of GFR 2017, Prevention of Corruption Act, 1988 and other financial rules / guidelines as may be applicable to BEE.

I/We further certify that I/we am/are competent and authorized to give this undertaking on behalf of _____ (*Name of Agency*). The duly signed Integrity Pact is enclosed with the proposal.

Date:

(Signature with Agency Seal)

Place:

.....

Name of Authorized Official:

Designation:

Format 6: INTEGRITY PACT

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

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

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 4th 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

_____ (Name of the Agency), acting through Shri/Smt/Ms. _____ (Name of the Authorized signatory), holding the designation of _____ [Designation of the Authorized signatory] (hereinafter referred to as the “**Agency**”, which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns) of the **SECOND PART**.

Preamble

WHEREAS, BEE had issued Expression of Interest (“RfP”) dated _____ to invite proposals for RfP for Engagement of IT Agency Design, Development, Implement & Maintenance of BEE portals & App (hereinafter referred to as the “**Engagement**”).

AND WHEREAS, BEE values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with the Agencies.

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

The “BEE” and the “Agency”, hereinafter individually referred to as “Party” and collectively as “Parties”.

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

Article-1 Commitments of BEE

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

(a) No employee of BEE, personally or through family members, will in connection with the RfP, or the execution of contract/agreement, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) BEE will, during the bidding process, treat all Agencies with equity and reason. BEE will, in particular, before and during the bidding process, provide to all Agencies the same information and will not provide to any Agency, confidential/additional information through which the Agency could obtain an advantage in relation to the tendering process or the contract execution.

(c) BEE will exclude all known prejudiced persons from the process.

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

can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article-2 Commitments of the Agency

The Agency commits himself to take all measures necessary to prevent corruption and commits to observe the following principles during its participation in the bidding process and during the contract execution:

- (a) Agency will not directly or through any other person or firm offer, promise or give to any of BEE's employees, involved in the bidding process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or during the execution of the contract.
- (b) Agency will not enter with other Agencies into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of consents / interest or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) Agency will not commit any offence under the relevant IPC/PC Act and other Statutory Acts. Further, Agency will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by BEE as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) Agency will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. It shall also disclose the details of services agreed upon for such payments.
- (e) Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (f) Agency will not bring any outside influence through any Govt. bodies / quarters directly or indirectly on the bidding process.

Article-3 Disqualification from bidding process and exclusion from future contracts

- (1) If the Agency, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put its reliability or credibility in question, BEE is entitled to disqualify the Agency from the bidding process including blacklist and put on holiday the Agency for any future works. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to BEE, taking into account the severity of the transgression. The severity will be determined by BEE taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Agency and the amount of the damage.
- (3) A transgression is considered to have occurred if BEE after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".
- (4) Agency with its free consent and without any influence agrees and undertakes to respect and uphold BEE's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of BEE to the effect that a breach of the provisions of this Integrity Pact has been committed by Agency shall be final and binding on Agency, however, Agency can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions, disqualification, etc. arising from violation of this Integrity Pact, Agency shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of BEE, the exclusion of Agency could be revoked by BEE if Agency can prove that it has restored/recouped the damage caused by it and has installed a suitable corruption prevention system in its organization.

Article-4 Compensation for Damages

- (1) If BEE has disqualified the Agency from the bidding process prior to the award according to Article-3, BEE shall be entitled to demand and recover the damages as deemed suitable apart from any other legal right

that may have accrued to BEE.

(2) If the work has been awarded/agreement signed, then in addition to (1) above, BEE shall be entitled to cancel the letter of award /agreement issued to the Agency and recover liquidated and all damages as per the provisions of the contract / agreement against termination.

Article-5 Previous Transgression

(1) Agency declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from bidding process.

(2) If the Agency makes incorrect statement on this subject, it can be disqualified from bidding process or action for its exclusion can be taken as mentioned under Articles above and shall be liable for compensation for damages as per Article-4 above.

Article-6 Equal treatment of all Agencies

(1) BEE will enter into agreements with identical conditions as this one with all Agencies.

(2) BEE will disqualify from the bidding process all Agency who do not sign this Pact or violate its provisions.

Article-7 Criminal charges against violating Agency

If BEE obtains knowledge of conduct of Agency or Subcontractor, or of an employee or a representative or an associate of Agency or Subcontractor, which constitutes corruption, or if BEE has substantive suspicion in this regard, BEE will inform the same to the Chief Vigilance Officer.

Article-8 Independent External Monitor (IEM)

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

(2) The Monitor is not subject to instructions by the representatives of the Parties and performs his/her functions neutrally and independently. He/she will report to BEE.

(3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him/her, as and when warranted.

(4) The Monitor shall examine all complaints received by him/her and give his/her recommendations/views to BEE at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.

(5) Agency accepts that the Monitor has the right to access without restriction to all project documentation of BEE including that provided by Agency and will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors also.

(6) The Monitor is under contractual obligation to treat the information and documents of the Agency with confidentiality. In case of any conflict of interest arising at a later date, the IEM shall inform BEE and recuse himself/ herself from that case.

(7) BEE will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between BEE and the Agency. The Parties offer to the Monitor the option to participate in such meetings.

(8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of BEE and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.

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

situations.

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

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

Article-9 Pact Duration

(1) The validity of this Integrity Pact shall be from the date of its signing till the complete execution of the contract to the satisfaction of both BEE and Agency, including defects liability period. In case the Agency is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the agreement with the successful Agency.

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

Article-10 Other Provisions

(1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of BEE, i.e., 4th floor, Sewa Bhawan, R K Puram, New Delhi.

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

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

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

(5) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by BEE in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provided however, the Agency who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

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

(For & On behalf of BEE)

(Office Seal)

Place _____

Date _____

(For & On behalf of Agency)

(Seal/ Stamp)

Name:

Designation:

Signature of Witness 1:

(Name & Address):

Signature of Witness 2:

(Name & Address)

**Format 7: DECLARATION OF NOT BEING BLACK-LISTED BY ANY GOVERNMENT
AGENCY/DEPARTMENT IN INDIA**

(Clearly Typed on Agency Letter head)

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

This is to certify that I/We, Proprietor/ Partner(s)/ Director(s) of M/s (**Name of Agency**) 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 Agency**) 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 contract, it is found that M/s (**Name of Agency**) 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 Agency**) 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 and / or Performance Security.

Date:
Place:
Name of Authorized Official:
Designation:

(Signature with Agency Seal)

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15. FINANCIAL BID FORMAT

(On Agency's Letterhead)

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

Subject: **Financial Bid for Engagement of IT Agency Design & Development of BEE Portals & App**

Sr. No.	Activity: Design, Development & Implementation of BEE's	Amount (₹) (Excl. GST) (A)	Applicable GST (%)	Total Amount (₹) (Incl. GST)
1	Digitization of BEE records including Files & Books (per page cost)			
2	Creation of Document Management System			
3	Maintenance of application for 1 year			
	GRAND TOTAL			

Lowest rate (L1) bidder may be considered for award of work on the basis of Grand Total inclusive of applicable GST.

Date:
Place:

(Signature)
(Name of Authorized Person & Designation)
(Agency Seal)