

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-05-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-05-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Power
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Bureau Of Energy Efficiency
वस्तु श्रेणी / Item Category	Hiring of Consultant for Energy Efficiency Services - Consulting Firm; Hiring an Agency for the Development of ECSBC Compliance Portal for Commercial Buildings; As per RfP; As per Rfp; Onsite; As per Rfp
अनुबंध अवधि / Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	200 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	10000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Bank Of Baroda
ईएमडी राशि/EMD Amount	200000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank Of Baroda
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Secretary
Bureau Of Energy Efficiency, NA, N/A, Ministry of Power
(Milind Deore)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Consultants Profile:[1775716900.pdf](#)

Scope of Work:[1775716904.pdf](#)

Payment Terms:[1775716907.pdf](#)

If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA:[1775716923.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters

are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RfP	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
28-04-2026 11:00:00	Through VC, https://teams.microsoft.com/meet/45349898156252?p=oCEoptXGibQneUhmO1

Hiring Of Consultant For Energy Efficiency Services - Consulting Firm; Hiring An Agency For The Development Of ECSBC Compliance Portal For Commercial Buildings; As Per RfP; As Per Rfp; Onsite; As Per Rfp (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Consulting Partner	Consulting Firm
Consulting Category	Hiring an Agency for the Development of ECSBC Compliance Portal for Commercial Buildings
Qualification of the Consultant	As per RfP
Total Experience of the Consultant	As per Rfp
Deployment of Consultant	Onsite
Certification of Consultant	As per Rfp
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources Required	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	<ul style="list-style-type: none"> Number of Months : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Bureau of Energy Efficiency
payable at
New Delhi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Bureau of Energy Efficiency
payable at
New Delhi

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Bureau of Energy Efficiency
Account No.
89830100010654
IFSC Code
BARB0VJBCPL
Bank Name
Bank of Baroda
Branch address

Bhikaji Cama Place, New Delhi-110066

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Bureau of Energy Efficiency
payable at
New Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Bureau of Energy Efficiency
Account No.
89830100010654
IFSC Code
BARB0VJBCPL
Bank Name
Bank of Baroda
Branch address
Bhikaji Cama Place, New Delhi-110066

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

8. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and

published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Request for Proposal

For Hiring an Agency for the
Development of ECSBC Compliance Portal for Commercial Buildings
(GeM Bid No.: GEM/2026/B/7428223 dated 09th April, 2026)



Prepared by

Bureau of Energy Efficiency
Ministry of Power, Government of India
4th Floor, Sewa Bhawan, R.K. Puram, Sector-1, New Delhi -110066

09th April, 2026

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Abbreviations

Sl. No.	Abbreviation	Full Form
1	AI	Artificial Intelligence
2	AMC	Annual Maintenance Contract
3	API	Application Programming Interface
4	BEE	Bureau of Energy Efficiency
5	BEMP	Building Energy Management Professional
6	CERT-In	Indian Computer Emergency Response Team
7	CPU	Central Processing Unit
8	CSV	Comma Separated Values
9	DD	Demand Draft
10	DevOps	Development and Operations
11	EC Act	Energy Conservation Act
12	ECBC	Energy Conservation Building Code
13	ECP	ECSBC Compliance Portal
14	ECSBC	Energy Conservation and Sustainable Building Code
15	EMD	Earnest Money Deposit
16	ENS	Eco Niwas Samhita
17	FAQ	Frequently Asked Questions
18	FY	Financial Year
19	GeM	Government e-Marketplace
20	GFR	General Financial Rules
21	GRIHA	Green Rating for Integrated Habitat Assessment
22	GST	Goods and Services Tax
23	HVAC	Heating, Ventilation and Air Conditioning
24	IFSC	Indian Financial System Code
25	IGBC	Indian Green Building Council
26	IPR	Intellectual Property Rights
27	IST	Indian Standard Time
28	IT	Information Technology
29	JSON	JavaScript Object Notation
30	JV	Joint Venture
31	KPI	Key Performance Indicator
32	kVA	Kilovolt Ampere
33	kW	Kilowatt
34	LEED	Leadership in Energy and Environmental Design
35	LoA	Letter of Award
36	MCA	Master of Computer Applications
37	MeitY	Ministry of Electronics and Information Technology
38	MICR	Magnetic Ink Character Recognition
39	MNRE	Ministry of New and Renewable Energy
40	MoEFCC	Ministry of Environment, Forest and Climate Change

41	MoHUA	Ministry of Housing and Urban Affairs
42	MoM	Minutes of Meeting
43	MoP	Ministry of Power
44	MoU	Memorandum of Understanding
45	MSE	Micro and Small Enterprise
46	MSME	Micro, Small and Medium Enterprises
47	NEFT	National Electronic Funds Transfer
48	PAN	Permanent Account Number
49	PC Act	Prevention of Corruption Act
50	PDF	Portable Document Format
51	PM	Project Manager
52	POA	Power of Attorney
53	PWD	Public Works Department
54	QA	Quality Assurance
55	QCBS	Quality and Cost Based Selection
56	QR Code	Quick Response Code
57	RfP	Request for Proposal
58	RTGS	Real Time Gross Settlement
59	SDA	State Designated Agency
60	SOA	Service-Oriented Architecture
61	SRE	Site Reliability Engineering
62	SSL	Secure Sockets Layer
63	STD	Subscriber Trunk Dialing
64	TLS	Transport Layer Security
65	TOR	Terms of Reference
66	TPA	Third Party Assessor
67	UAT	User Acceptance Testing
68	UI	User Interface
69	ULB	Urban Local Body
70	UT	Union Territory
71	UX	User Experience
72	VAPT	Vulnerability Assessment and Penetration Testing
73	VC	Video Conference

1. Letter of Invitation

This Request for Proposal (RfP) is for hiring an agency / firm for the development of ECSBC Compliance Portal for Commercial Buildings.

Interested bidders may download the RfP document from the GeM portal or official website of BEE (www.beeindia.gov.in) from 09/04/2026 to 11/05/2026 (till 14:00 hrs). Agencies are requested to submit their proposals on GeM Portal by 11/05/2026 before 14:00 hrs.

The submission of bid must be accompanied with a refundable Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh Only) and a non-refundable bid processing fee of Rs. 5,000/- (Rupees Five Thousand Only) separately in the form of Demand draft drawn in the favour of "Bureau of Energy efficiency, New Delhi, payable at New Delhi.

Last Date for Submission of bid: 09/05/2026 by 14:00 Hrs.

In case of any clarifications, agencies/firms may contact:

Ms. Pravatanalini Samal,
Director,
Bureau of Energy Efficiency
Tel :(+91)-11-2676-6700
Email: psamal@beeindia.gov.in
Cc to: pankaj.sharma@beeindia.gov.in

2. Instruction to Agencies / Firm

2.1. Background Information

2.1.1 About BEE

Bureau of Energy Efficiency (BEE) is a statutory body established under the provisions of the Energy Conservation Act (EC Act), 2001, under the Ministry of Power.

The mission of BEE is to develop policy 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 all sectors.

The setting up of 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:

- (i) Notify energy intensive industries, other establishments, and commercial buildings as designated consumers.
- (ii) Establish and prescribe energy consumption norms and standards for designated consumers.
- (iii) Direct designated Consumers to designate or appoint certified energy manager in charge of activities for efficient use of energy and its conservation.
- (iv) Get an energy audit conducted by an accredited energy auditor in the specified manner and intervals of time.
- (v) Furnish information with regard to energy consumed and action taken on the recommendation of the accredited energy auditor to the designated agency.
- (vi) Comply with energy consumption norms and standards, and if not so, to prepare and implement schemes for efficient use of energy and its conservation.
- (vii) Prescribe energy conservation & sustainable building codes for efficient use of energy and its conservation in commercial and residential buildings.
- (viii) State Governments to amend the energy conservation & sustainable building codes to suit regional and local climatic conditions.
- (ix) Direct owners or occupiers of commercial buildings and residential buildings to comply with the provisions of energy conservation & sustainable building codes.
- (x) Direct mandatory display of label on notified equipment, appliances and buildings.
- (xi) Specify energy consumption standards for notified equipment, appliances and buildings.
- (xii) Prohibit manufacture, sale, purchase and import of notified equipment and appliances not conforming to standards.

2.1.2. About “Energy Efficiency in Building Sector”

Building sector represents about 33% of electricity consumption in India, with commercial sector and residential sector accounting for about 8% and 25% respectively. In coming years, there is an enormous need for both new residential and commercial buildings pan India, especially in cities.

2.1.2.1 Energy Conservation and Sustainable Building Code (ECSBC):

Ministry of Power, Government of India, has amended the EC Act 2001 & its provisions in December, 2022. Wherein, Energy Conservation Building Code (ECBC) has been upgraded as Energy Conservation and Sustainable Building Code (ECSBC) to include sustainable building features for

both Commercial & Residential building sectors. The BEE has developed ECSBC Codes for Commercial and Residential Buildings. The codes have been launched in September, 2024.

2.2. Critical Information

RfP title	Hiring an agency for the development of ECSBC Compliance Portal for Commercial Buildings
Availability of RfP document (for download)	The RfP document may be downloaded from GeM portal and official website of BEE (https://www.beeindia.gov.in) from 09/04/2026
Last date for receipt of queries	27/04/2026
Date for pre-bid meeting	28 th April, 2026 at 11:00 AM (Tentatively)*
Last date for receipt of Bids	11/05/2026, 14:00 Hrs.
Date and time of opening of bids	11/05/2026, 14:30 Hrs.
Venue for pre-bid meeting	Through video conference (VC), meeting link shall be shared on official website of BEE (https://www.beeindia.gov.in)
Contact Person for queries (Written inquiries shall be accepted via email only. Queries received after the last date shall not be entertained)	Ms. Pravatanalini Samal Director (Building) Bureau of Energy Efficiency 4 th Floor, Sewa Bhawan, R.K. Puram, New Delhi -110066 Email: psamal@beeindia.gov.in cc to pankaj.sharma@beeindia.gov.in Tel: 011-26766700, 26766768
Submission of Proposal to be addressed to	Secretary Bureau of Energy Efficiency, 4 th Floor, Sewa Bhawan, R.K. Puram, New Delhi -110066, India Tel:(+91)-11-26766-700

Note: BEE will use Email as a primary mode of communication and will upload all relevant information on official website of BEE (<https://www.beeindia.gov.in>).

*Meeting notice for pre-bid meeting, along with the link for VC shall be uploaded on official website of BEE, under tender section.

2.3. Proposals

The bid should be in two parts: **Part A – Technical; Part B – Financial.**

Part A: Technical Proposal

Technical proposal shall include all forms on letter head of the bidder, with relevant supporting documents. All the forms and annexures must be searchable pdf document and should be in proper sequence. The technical proposal prepared by the bidder shall comprise of the following components:

- (i) Cover Letter as per **Form-A** of this RfP document,
- (ii) Background information that includes an interpretation and understanding of the terms of reference.
- (iii) Methodology and approach outlining a clear conceptual and analytical framework for the activities specified in the RfP.
- (iv) Proposed work plan outlining clear timeframe and logical steps in conducting the assignment.

- (v) The structure and composition of the team, including roles in the assignment and responsibilities, as well as the level of efforts. A CV of the proposed key personnel/team members to be included.
- (vi) concept package to include a concept design presentation (soft copy) with technical proposal. Presentation to cover the end-to-end compliance workflow, user roles and journeys, guided UX design, simulation integration approach, scalability and performance, security and auditability, AI-assisted guidance with human decision control, and an implementation plan with demonstrations and testing. If required, bidders may be asked to make presentation (in-person or virtually) of concept design in front of tender evaluation committee.
- (vii) A project schedule that may be represented as a Gantt Chart.
- (viii) Index Sheet in response to **Form - 1** (i.e., Prior Experience).
- (ix) Integrity Pact (In the format given at **Appendix-II**)

Note: In the technical proposal, cost of this assignment must not be mentioned anywhere.

Part B: Financial Proposal

- (i) The agency must submit the financial proposal in the format given at **Form-B**.
- (ii) The Financial proposal shall be submitted separately and the total lump sum cost (incl. GST) shall be quoted for development of the ECSBC Compliance Portal for Commercial Building, capacity building & institutionalization of compliance portal and AMC for 24 months.
- (iii) The Lump-sum cost mentioned in the financial proposal, must be matching with the final cost (quoted amount incl. GST) mentioned at GeM portal. On the GeM portal, bidder may have to enter the cost on monthly basis or man-days basis. The monthly basis cost or man-days cost must be entered in such a manner so that the final cost should be matching with financial proposal.
- (iv) In case of any discrepancy between cost appearing on GeM portal and the cost mentioned in the financial proposal, lower of the both shall be considered as final contract value. If the bidder fails to accept the offer on the final cost, the bidder shall be disqualified, and EMD shall be forfeited. Where EMD has not been submitted by the bidder in accordance with the exemption provision, non-compliance with bid conditions shall attract action including suspension or debarment for 3 years in accordance with the Bid Security Declaration.

Note: EMD is exempted for the MSMEs, as per the Government Norms, subject to submission of supporting documents.

- (v) The Financial offer in respect of the above assignment must be valid for 120 days from the date of opening of the financial offer. Bidders should express the cost of their services in Indian currency only.

2.3.1 Cost of Proposal

The Agency / firm shall bear all costs associated with the preparation and submission of its bidding document, including cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser. BEE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the qualifying process. BEE reserves the right to cancel the RfP and is not liable for any outcome due to the action taken.

2.3.2 Contents of the Proposal

The agency / firm is expected to examine all instructions, forms, terms & conditions and Statement of Work in the RfP document. Failure to furnish all information required for submission of the bid not substantially responsive to the RfP in every respect will be at the agency's / firm's risk and may result in the rejection of the bid.

2.3.3 Authorized Signatory (Agencies / Firms)

The "Authorized Signatory" as used in the bid shall mean the one who has signed the bid document forms. The authorized signatory should be the duly Authorized Representative of the agencies / firms, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized signatory. The power of authorization or any other document consisting of adequate proof of the ability of the signatory to bind the agency / firm shall be annexed to the bid. BEE may reject outright any proposal not supported by adequate proof of the signatory's authority.

2.3.4 Conditions for Consortium

The agencies / firms may have the option to submit the proposal with other consortium partners.

Organization may involve one more agency as partner for meeting work experience and to meet the separate skill set for the development of portal. An MoU for such consortium must be submitted by the lead partner. However, the bidder can't change the consortium partner during the course of the study. Non-submission of agreement documents of the consortium partners will lead to disqualification. Consortium partners cannot bid separately for the study if applied by their consortium. In case of any such discrepancy found, bid for the both consortium and firms will be rejected. Selected agency/firm cannot outsource their work to any third party at any point of time. The consortium partner should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The consortium partner should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of qualifying process or during the course of the Contract, any suppression / falsification of such information is brought to the knowledge, BEE shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the consortium of agency / firm. **BEE shall only deal with the lead member for all the purposes.**

2.3.5 Contact details of the Agencies / Firms

The agencies / firms who wants to receive BEE's response to queries should provide their contact details to BEE. The Agency should send their contact details in writing at the BEE's contact address indicated in this document.

2.3.6 Power of Attorney

Registered Power of Attorney executed by the agencies / firms in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP. BEE shall not be responsible for non-receipt/non-delivery of the bid due to any reason whatsoever. The agencies / firms are advised to study the RfP document carefully.

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

2.4. Bid Submission process

- (i) The bidder must apply through GeM portal only. The proposal may be submitted either by a single legal entity or by a Joint Venture (JV) / Consortium.
- (ii) **Bid Processing Fees:** All proposals must be accompanied by a non – refundable bid processing fee of **Rs. 5,000/- (Rupees Five Thousand only)**. Bid submitted without bid processing fees will be rejected at preliminary stage, without evaluating technical proposal.

Note: Bid processing fee is not exempted for the MSMEs/Startups.

- (iii) **Earnest Money Deposit:** The bids must be accompanied with a refundable Earnest Money Deposit (EMD) of **Rs. 2,00,000 (Rupees Two Lakh Only)**.

Note: EMD is exempted for the MSMEs, as per the Government Norms, subject to submission of supporting documents.

- (iv) Bid processing fees and EMD (as applicable) may be submitted through NEFT/RTGS or in the form of a crossed demand draft drawn on any nationalized/ scheduled bank, in favour of “Bureau of Energy Efficiency”, payable at New Delhi.
- (v) Demand draft for the bid processing fees and EMD should be submitted to BEE in a sealed envelope. The sealed envelope should be super scribed with the wordings “Bid Processing Fees and/or EMD for Hiring an Agency for the Development of ECSBC Compliance Portal for Commercial Buildings (*GEM/2026/B/7428223 dated 09th April, 2026*)” and must contain the name of bidder.
- (vi) The sealed envelope should also indicate clearly the name, address and telephone number of the contact person of the bidding agency to enable the proposal to be returned unopened in case it is declared "Late".
- (vii) Bid processing fees and EMD must be reached to BEE office within 7 days from the last date and time of submission of bids on GeM portal. If any agency fails to deliver the DDs to BEE office before deadline, bid of that agency shall not be considered as responsive, even if bid is submitted on GeM successfully.
- (viii) Bank details for NEFT/RTGS are provided at **Appendix-I**. Bidders are requested to ensure the account no. and other details while making transactions. BEE shall not be responsible for any wrong transactions. A copy of receipt of NEFT/RTGS transaction to be submitted with the technical bid. The transaction details shall be mentioned in the covering letter submitted by the agency.
- (ix) **Bid Security Declaration:** As per General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from submission of EMD. However, in lieu of EMD, the bidders need to sign a “Bid Securing Declaration” (format is given in **Form - 3** of this RfP) accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of **Three (3)** years from being eligible to submit bids for contracts with BEE.

- (x) **Performance Security:** Within **twenty-eight (28) days** of the receipt of notification of award from BEE, the successful agency/firm shall furnish the performance security. The value of performance security would be 5% of the contract value (the total lump sum cost, excl. GST) and shall be deposited by the successful bidder by the way of Banker's Cheque/ DD drawn in favour of Bureau of Energy Efficiency, payable at New Delhi. Bid security will be refunded to the successful bidder on receipt of performance security. Performance security shall remain valid for a period of **sixty days (60 days)** beyond the date of the completion of all contractual obligation of the successful bidder.
- (xi) **Integrity Pact:** All the participating bidders are compulsorily required to enter into pre-bid/ pre contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (format of the Integrity Pact is enclosed as **Appendix-II**). The validity of this integrity pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the parties. In case bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

If at any stage of qualifying process or during the course of the contract, any suppression / falsification of such information is brought to the knowledge, BEE shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the agency/firm.

2.5. Conflict of Interest

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

2.6. Language of Bids

The bids prepared by the agencies / firms and all correspondence and documents relating to the bids exchanged by the agencies / firms and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the agencies / firms may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.7. Confidentiality

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

2.8. 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.

2.9. 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 agencies / firm, modify the RfP

by an amendment. In order to provide prospective agencies / firms 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 RfP.

2.10. Force Majeure

Shall mean and be limited to the following:

- (i) War/hostilities
- (ii) Riot or Civil commotion
- (iii) Earthquake, flood, tempest, lightening or other natural physical disaster.
- (iv) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the contract by agency / firm.
- (v) In the event of any force majeure cause, agency or the BEE shall not be liable for delays in performing their obligations under this order and the completion dates may be extended, for a period not exceeding the period of delay attributable to the causes of Force Majeure. Neither BEE nor agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

The agency shall at all times, Indemnify and keep indemnified, the BEE and its officer's servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the agency or any JV partner or sub-contractor, and / or the servants or agents of the consultant, or any other JV partner or any sub-contractor and / or of the BEE).

2.11. Termination of the Bid

BEE shall have the right to reject this bidding process any time before issuing letter of award to the selected agency for the development of "ECSBC Compliance Portal for Commercial Buildings".

2.12. Liquidated Damage

Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/firm beyond the time schedule as agreed or any extension thereof granted by the BEE shall attract Liquidated Damages at the rate of 0.5 % of the total contract value per week of delay subject to maximum of 10% of the total contract value.

2.13. Termination of the Contract

BEE shall have the right to terminate the contract of the agency at any time during the tenure of the work, if the performance of the agency is found to be unsatisfactory or violation of any clause of the RfP pertaining to execution of the work. For termination of the contract, BEE shall provide the agency a notice of minimum of 15 days, to allow the agency to clarify its position of unsatisfactory performance observed by BEE. If the clarification provided by the agency is not up to the satisfaction of the competent authority of BEE, the contract of the agency will be terminated. If terminated at any stage of the contract, the agency/firm/bidder will not be liable for rest of the milestone payment and also the performance security will be forfeited by BEE.

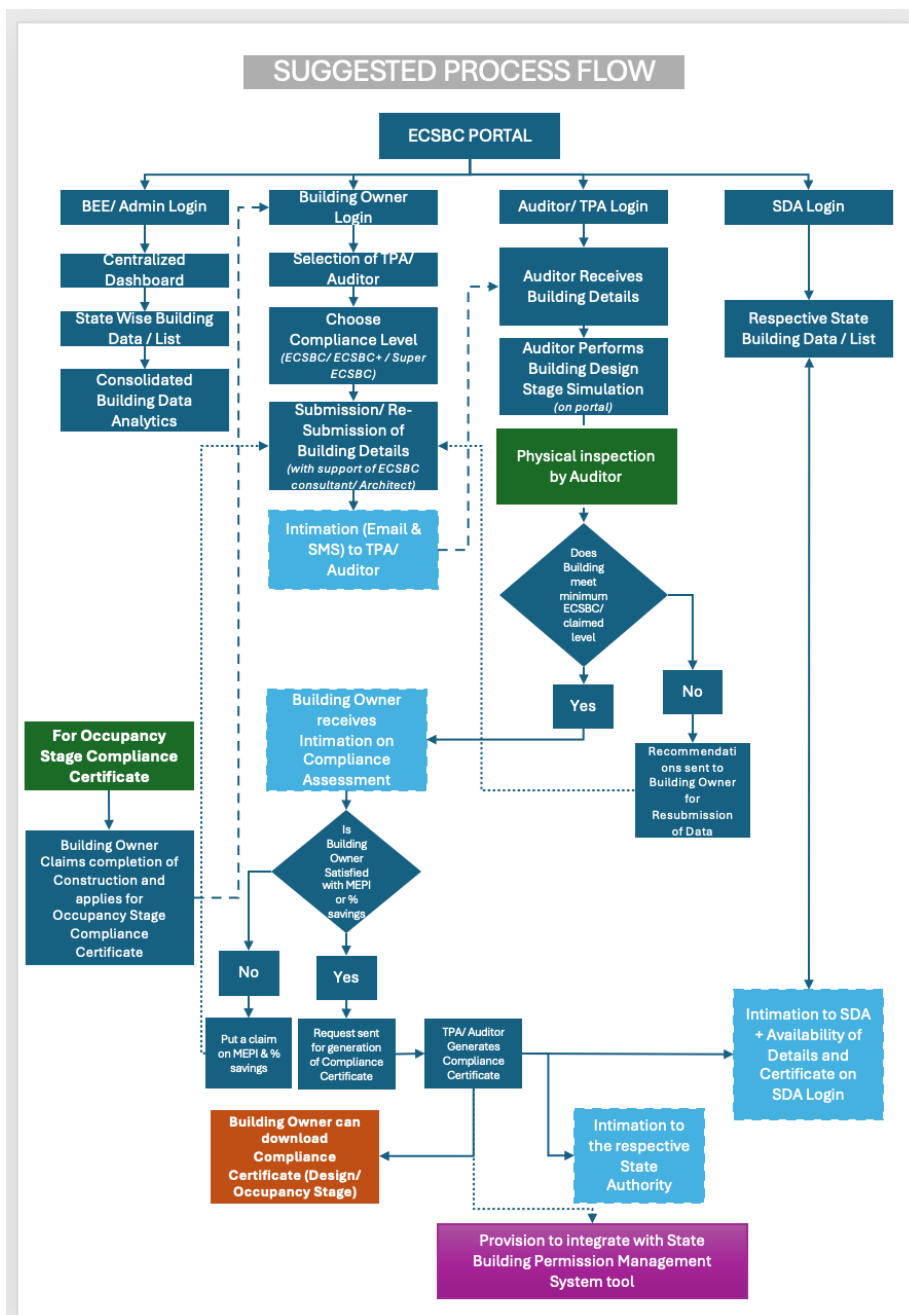
3. Terms of Reference (TOR)

3.1 Objective of the Assignment

Development of ECSBC Compliance Portal for Commercial Buildings

To fulfil the BEE’s overarching objective of implementing and operationalising the ECSBC, the selected agency/firm shall conceptualise, design, develop, deploy, and maintain a modular, secure, multilingual, AI-enabled, and cloud-native digital platform to enable nationwide compliance with the ECSBC 2024 (for commercial buildings). This National ECSBC compliance portal for commercial building will streamline and standardise compliance processes, including project registration, simulation based ECSBC compliance assessments, certification issuance by energy auditor (building)/third party assessor (TPA) empanelled by respective SDAs, and analytics to inform policy feedback across all 36 States and Union Territories. Additionally, the portal shall also contain a dashboard for data management system. The agency shall also support BEE in institutionalization of the compliance portal.

The suggested workflow is as below (subject to change based on mutual agreement between agency and BEE)



3.2 Scope of Work

Task 1: Development of ECSBC Compliance Portal

An online ECSBC compliance portal to assist building professionals in performing **simulation-based ECSBC compliance assessments**. The portal shall accept structured building and system data required for energy simulation, integrate with inbuilt simulation engines, evaluate ECSBC compliance, and generate performance-based compliance outcomes. The portal must have the following key features -

A. Functional Scope & User

- **User Roles and Access Management**

1. The portal shall provide **secure, role-based access** with differentiated permissions for the following user categories:
 - a) BEE
 - b) SDA
 - c) Building Owners / Applicants
 - d) Third-party Assessors / Auditors
 - e) State Government Authorities / ULBs
2. The system shall support **multi-role user accounts**, enabling authorized users to perform multiple roles where applicable, subject to approval and access controls.

- **Public Information and Awareness Section (No Login Required)**

1. The portal shall include a **publicly accessible, no-login information section** providing:
 - a) Overview of ECSBC objectives, scope, and compliance levels
 - b) Step-by-step ECSBC compliance journey
 - c) Frequently Asked Questions (FAQs)
 - d) Walkthrough videos and guided demonstrations
 - e) Downloadable templates, checklists, and reference documents
 - f) Illustrative case studies and compliance outcomes
 - g) Glossary of ECSBC-related technical terms

- **Embedded User Support and Guided Assistance**

1. The portal shall embed **contextual, in-app support**, including:
 - a) Guided walkthroughs and tooltips
 - b) Field-level help and validation guidance
 - c) Sample datasets and example inputs
 - d) Short instructional videos embedded within workflows
 - e) A searchable knowledge base integrated into the portal

B. Technology Architecture, Hosting, and Governance

- **Simulation Engine Integration & Prescriptive Compliance Approach**

1. The portal shall be capable of ECSBC compliance assessment of a commercial building through prescriptive method.
2. The portal shall include an inbuilt energy simulation engine capable of performing building energy performance analysis to check compliance through whole building simulation method in line with ECSBC guidelines.

3. The system shall:
 - a) Perform whole-building energy simulation directly within the portal environment without reliance on external third-party software.
 - b) Support simulation of building envelope, HVAC systems, lighting, renewable energy systems, and other relevant components as per compliance requirements.
 - c) Process input data submitted by users and generate compliance results, performance metrics, and comparative baseline analysis.
 - d) Provide standardized calculation methodologies aligned with State Specific notified codes and standards.
 - e) Generate downloadable simulation reports suitable for submission, audit, and regulatory review.

4. The portal shall ensure:
 - a) Accuracy and consistency of results across repeated runs using the same inputs.
 - b) Transparency of assumptions, calculation logic, and default parameters.
 - c) Full audit trail and reproducibility of simulation results.
 - d) Secure server-side processing with adequate computational capacity to handle concurrent users.

- **System Architecture and UI/UX Design**

1. Develop a service-oriented architecture (SOA) enabling modular feature activation per code and state.
2. Incorporate state-switching capability to reflect state-specific regulations, language, user roles, and dashboards.
3. Design intuitive user journeys for multiple roles: Building owners, TPAs, auditors, SDAs, ULBs, BEE, etc.
4. Create accessibility-compliant, mobile-responsive, and multilingual UI in English + State Language (as applicable).
5. Implement secure authentication, authorization, and session management mechanisms.
6. The solution shall have the following key requirements:
 - a) Technology architecture - to be at least microservices based (or the latest architecture) for modular approach, better control, problem area isolation in incidents.
 - b) Bidder shall ensure API integrations in accordance with Government of India compliance requirements and standards as per the requirement of BEE.
 - c) APIs - the solution would be in open architecture to enable access to all layers of application and data.
 - d) Code Quality - the Static Application security testing, dynamic application security testing and coding standards with peer review and consistency shall be maintained during the duration of contract.
 - e) CICD Pipeline - this will be automated from start for code merge and release planning with appropriate tools and solutions.
Test Pack - complete automated regression testing pack with test data provisioning environment to be part of scope for project duration.
7. Design dashboards for:
 - a) Admin
 - b) Users (project status, feedback, history)
 - c) SDAs (pending requests, geo-mapping, performance reports)
 - d) BEE (pan-India analytics, code adoption metrics)
 - e) ULBs & Common public

- **Hosting, Testing, Infrastructure, Deployment and Documentation**

1. The portal shall be deployed on infrastructure provided by BEE.
Agency shall perform;

- a) System testing, integration testing, security testing, and support user acceptance testing (UAT).
- b) Deploy the portal on BEE-approved infrastructure.
- c) Provide complete technical documentation, user manuals, administrator guides, and configuration documents.

For the purpose of proposal preparation and service design, the following baseline assumptions shall apply unless otherwise specified by BEE:

a) Compute and Storage Availability

- (i) Adequate compute resources (CPU, memory) shall be provisioned to support concurrent users (50,000 per year), peak simulation loads (around 20000 buildings per year), and background processing.
- (ii) Minimum production environment to include separate application, database, and simulation processing layers.
- (iii) Storage shall be provisioned for:
 - a. Application data and user submissions
 - b. Simulation outputs and reports
 - c. Logs and audit trails
 - d. Storage shall be scalable without service disruption.

b) Scalability and Performance Expectations

- (i) Infrastructure shall support horizontal and vertical scalability to accommodate:
 - a. Increasing number of users across States/UTs
 - b. Peak submission periods and batch simulations
- (ii) Target performance assumptions:
 - a. Portal availability $\geq 99.5\%$ (excluding planned maintenance)
 - b. Page load time ≤ 3 seconds under normal load
 - c. Simulation execution queues managed to avoid system degradation
- (iii) Auto-scaling or equivalent capacity enhancement mechanisms shall be enabled where feasible.
- (iv) Integrate the portal with payment gateways, email/SMS services, digital signature services, and any other external systems, if required by BEE.

c) Network and Security Constraints

- (i) Secure network segmentation between application, database, and simulation services.
- (ii) Firewalls, intrusion detection/prevention systems, and role-based access controls shall be in place.
- (iii) All inbound and outbound traffic shall comply with BEE-approved network security policies.
- (iv) All security controls shall comply with applicable Government of India cybersecurity guidelines and industry best practices, and shall be subject to periodic vulnerability assessment and penetration testing (VAPT).

d) SSL (Secure Sockets Layer)/TLS (Transport Layer Security) Certificate Management

- (i) SSL/TLS encryption (minimum TLS 1.2 or higher) shall be enabled for all user-facing and internal services.
- (ii) Bidder shall procure and maintain all applicable certification including SSL, web application security audit report followed by safe to host certificate and subsequently timely renewal and lifecycle management.

e) Backup, Archival, and Recovery Policies

- (i) Automated backups of application data, configuration, and databases shall be performed at least daily.
- (ii) Backup retention period shall be a minimum of 365 days unless otherwise specified.
- (iii) Archival policies shall support long-term retention of compliance records and audit data.

f) Access Provisioning and Deployment Approvals

- (i) BEE shall provide timely access to infrastructure, environments, and deployment approvals as per mutually agreed timelines.
- (ii) The bidder shall be responsible for deployment, configuration, and validation of the portal within the approved infrastructure.

• Service Levels and Operational Support

1. The Agency shall comply with the following Service Level Agreements to ensure high availability, reliability, performance, and user satisfaction of the Portal:

a) Portal Uptime and Availability

- (i) **Minimum Uptime:** ≥ 99.5% monthly uptime (excluding approved scheduled maintenance).
- (ii) **Measurement Period:** Calculated monthly (24x7x365 basis).
- (iii) **Downtime Definition:** Any unplanned interruption where users are unable to access core portal functionalities.
- (iv) **Service Credit Trigger:** Applicable if uptime falls below agreed threshold. Service credits shall be defined in the contract and applied proportionally for each 0.5% drop below agreed uptime threshold.
- (v) **Availability Scope:** Includes login, dashboards, submission workflows, document uploads, reporting modules, and admin access.

b) Incident Severity Classification

Incidents shall be categorized as follows:

Severity Level	Description	Example
Severity 1 (Critical)	Complete portal outage or major functionality unavailable impacting all users	Portal not accessible
Severity 2 (High)	Major feature malfunction impacting a large group of users	Application submission failing
Severity 3 (Medium)	Partial feature issue with workaround available	Report generation delay
Severity 4 (Low)	Minor issue, cosmetic defect, general query	UI (User Interface) alignment issue

c) Response and Resolution Timelines

The Agency shall adhere to the following timelines:

Severity	Initial Response Time	Resolution Time
Severity 1	Within 1 hour	Within 6 - 8 hours

Severity 2	Within 2 hours	Within 8 working hours
Severity 3	Within 4 hours	Within 1 working day
Severity 4	Within 4 hours	Within 1 working day

d) Scheduled Downtime Windows

- (i) Scheduled maintenance shall be:
 - a. Conducted during **non-business hours** (e.g., 11:00 PM – 5:00 AM IST).
 - b. Not exceed **4 hours per month** unless pre-approved.
- (ii) Minimum 72 hours advance notice shall be provided to stakeholders.
- (iii) Emergency maintenance shall be notified immediately with justification.

e) Monitoring Dashboards and Automated Alerts

The Agency shall:

- (i) Implement real-time monitoring covering:
 - a. Server health
 - b. Portal performance
 - c. Database health
 - d. Network performance
 - e. Storage utilization
- (ii) Configure automated alerts for:
 - a. Service downtime
 - b. High CPU/memory usage
 - c. Failed transactions
 - d. Security anomalies
- (iii) Provide access to designated officials for dashboard viewing (read-only access).
- (iv) Maintain Activity Tracker & Audit logs for a minimum of 90 days.

C. Data Governance, Security, and Compliance

- **Data Ownership, Governance, and Portability**

1. All data, metadata, analytics outputs, and **source code developed under this project shall be owned by BEE.**
2. The system shall include:
 - a) A documented **data dictionary**
 - b) Data export capabilities in **open formats** (CSV, JSON, etc.)
 - c) APIs for analytics, reporting, and authorized external integrations
 - d) Data retention and archival policies
 - e) Backup and disaster recovery mechanisms
 - f) Role-based access for state and ULB authorities

- **Certificate Verification and Trust**

1. The portal shall enable **public verification of ECSBC compliance certificates** through:
 - a) QR codes embedded on certificates
 - b) A public verification webpage
2. The system shall support **digital signing of compliance certificates (PDFs)** to ensure authenticity and non-repudiation.

- **Intellectual Property and Vendor Lock-in Prevention**

1. Intellectual Property Rights (IPR), source code ownership, documentation, and system artifacts shall vest with **BEE**.
2. To prevent vendor lock-in, complete **source code, configuration files, and technical documentation** shall be handed over to BEE after the security audit and before the deployment of portal.

- **Integration Readiness**

1. The portal shall be designed to enable **future integration** with:
 - a) State and ULB building permission systems
 - b) External government registries and dashboards
2. Integration shall be supported through standardized APIs and documented interfaces.

- **Data Privacy and Consent**

1. The system shall comply with applicable **data protection and privacy regulations**, including:
 - a) Explicit user consent mechanisms
 - b) Secure handling of personal and project data
 - c) Role-based data access and visibility controls

- **Testing, Security, and Quality Assurance**

1. Conduct:
 - a) Unit Testing
 - b) Integration Testing
 - c) User Acceptance Testing (UAT) with BEE and Designated end users.
 - d) Security Penetration Testing
 - e) Load & Stress Testing for concurrent user scenarios
2. Comply with CERT-In and MeitY guidelines for security and data storage.

- **Versioning and Regulatory Evolution**

1. The portal shall support **version control** for:
 - a) The system shall allow parallel existence of multiple ECSBC code versions. New submissions shall default to the currently notified version, while historical submissions shall remain mapped to the version applicable at time of submission.
 - b) State-specific adaptations and amendments

D. Dashboard and Usability Enhancements

- **Dashboards and Analytics**

1. The dashboard shall include defined KPIs, such as:
 - a) Number of registered and compliant buildings
 - b) Compliance levels achieved
 - c) State-wise and climatic-zone-wise analytics
 - d) Estimated energy savings
2. Dashboards shall support data export for reporting and analysis.

- **User Effort Reduction**

1. The portal shall reduce user burden by supporting:
 - a) Structured data imports
 - b) File upload templates
 - c) Reusable components and repeatable building elements
 - d) Auto-population of recurring data fields

- **Non-Functional Requirements**

1.1 General Requirements

1. Portal shall be browser agnostic and shall be able to run smoothly on BEE and another Service network.
2. Portal shall have the option to customize reports in run-time as per requirement of the user.
3. If data is pushed from the backend, the application shall have validations to ensure that all front-end validations are applied thereon.
4. Portal shall be modular in nature and support addition of new features easily and shall also ensure easy scalability and extensibility through minimum effort.
5. Portal shall sync with central system dates and time (Network Time Protocol - NTP) for all date transactions.
6. Agency shall support the implementation of appropriation approach for the application that shall satisfy the requirements of the solution.
7. The portal shall provide an audit trail of system and solution deployment throughout the lifecycle.
8. The portal shall be designed to function satisfactorily in low network bandwidth.
9. The FAQ and user manual shall be available for quick reference in addition to context-based help.
10. The solution shall provide a data dictionary along with the description of the objects, fields, and field types.
11. The solution shall be developed using a pluggable architecture so that additional modules can be added without changing the core application.
 - a) The core application contains the essential functionality.
 - b) Additional features or components (plugins) can be added separately.
 - c) These plugins can be plugged in or removed without modifying the main codebase.

1.2 Authentication & Authorization

1. The portal shall support Multi Factor Authentication methods for user log to secure data and applications in the solution
2. On authentication, portal will provide access and authorization based on allowed roles for logged in user

1.3 Security Requirements

1. Multi-Factor Authentication (MFA) and Role-Based Access Control (RBAC) shall be enforced across all modules. The portal shall provide role-based access for all the stakeholders envisaged to access and use the system.
2. The Agency shall be responsible for implementing secure and compliant services to enable affixing of Class 3 Digital Signature Certificates (DSC) or E-Sign as agreed with BEE at designated interfaces within BEE Application workflow. While BEE will procure and manage the physical DSC tokens, the agency shall ensure full compatibility and integration of these tokens into the application, including necessary infrastructure, APIs, and middleware. The implementation must comply with CCA guidelines and relevant IT Act provisions, ensuring non-repudiation, auditability, and secure handling of digital signatures. The Agency shall also provide monitoring tools, documentation, and

training for BEE personnel, and ensure ongoing support and maintenance of DSC functionalities throughout the Operations and Maintenance phase.

3. The portal security services shall cover the user profile management, authentication, and authorization aspects of security control.

4. The portal shall authenticate users and allow access to other features of the application for which the user is entitled to and at the same time shall also ensure data confidentiality and data integrity.

5. The Agency shall share the details of any tools and technologies to be used with BEE for whitelisting before using for the production.

6. Solution design shall include an audit mechanism. Any Personal Identifiable Information (PII) data, such as email IDs, phone numbers or similar needs to be secured by applying encryption.

7. The Agency shall make sure that data shall be visible only to the authorized entity.

8. The system shall comply with applicable data protection laws such as the Digital Personal Data Protection Act (DPDP Act 2023), GDPR (if applicable).

9. Data retention and archival policies shall align with government norms and organizational policies.

10. Data retention and archival policies shall align with government norms and organizational policies.

1.4 Usability & Accessibility Requirements

1. User Experience (UX): The UI shall be intuitive, responsive, and accessible compliant to government guidelines. This should follow GIGW (Guidelines for Indian Government Websites) or WCAG (Web Content Accessibility Guidelines).

a) The user interface (UI) should be easy to understand and use.

b) Users should be able to navigate and perform tasks without needing a manual.

c) The UI should adapt to different screen sizes (like mobile, tablet, desktop).

d) It should also respond quickly to user actions (like clicks, taps, or typing).

2. Device Compatibility: The portal should be accessible on desktops and tablets with consistent performance.

3. The portal shall have a unified, easy, flexible, and user-friendly interface.

4. The portal shall have self-descriptive navigation such as going backward or forward etc.

5. Each presentation segment (page or window) must clearly indicate the user's position within the navigation structure and the current segment's location relative to the overall structure

6. Offering alternative access paths: Alternative access paths for navigating to a specific unit of content shall be offered to support different navigation strategies.

7. Minimizing navigation effort: The number of navigation steps needed to reach a certain piece of content shall be minimized if different mental models, navigation strategies and tasks of the user are considered.

8. Minimizing user errors: Potential user errors as well as the effort needed to recover from errors shall be minimized.

9. Text quality: The quality of textual content with respect to spelling and grammar shall be sufficient so as not to impede readability.

10. Writing style: The reading and understanding of the textual content on the screen shall be supported by suitable means, including the use of short sentences, the division of the text into shorter chunks or the presentation of content items in the form of bullet points.

11. Shall be used in such a way that it does not impair the visual skimming of the page. While white space is an important means of visually organizing the different content elements on a page, if the distance between the blocks of information displayed becomes too large, rapid skimming of the page can be impeded. Use of "white space": "White space" on a page i.e. space filled only with the background colour.

1.5 Interoperability and Integration

1. API Standards: All external and internal APIs shall conform to RESTful standards with Open API specifications.
2. The portal shall provide support for batch and real time integration.
3. The portal shall be capable of integrating to other systems by securely exposing data and functionalities
4. The solution shall be able to integrate with Reporting and Statistical Tools.

1.6 Exception Handling

1. The portal shall display meaningful error messages to the users when required.
2. The portal shall maintain a list of various error codes and error messages. Error messages shall not include variable names, variable types, SQL strings, or source code.
3. The portal shall be able to manage exceptional situation handling and shall have escalation/auto escalation mechanism.

1.7 Logging

1. Audit Logging: All user and system activities shall be logged with timestamps, user IDs, and IP addresses for audit and forensic analysis.
2. All changes to configurable rules or master data shall be logged in the application.
3. All log files shall be maintained in a protected manner and backed up periodically to archive storage.

Deliverables

- a) Wireframe for ECSBC Compliance Portal
- b) Fully Developed ECSBC Compliance Portal
- c) Interactive dashboard: Compiles a database of certified buildings. This database will be visualized as an interactive dashboard on Portal for the use of BEE.
- d) Reporting: Facilitates annual reporting at national and sub-national level.
- e) Compatibility: Compatible with recent versions of major web browsers - Google Chrome, Microsoft Edge, and Mozilla Firefox at the time of development.
- f) Administrator rights: Provides BEE with access to manage ECSBC Compliance portal.
- g) Hosting: The Portal shall be hosted on server provided by BEE.

Task 2: Capacity Building and Institutionalization of the ECSBC Compliance Portal

This phase shall cover deployment of the portal and capacity building of building professionals, stakeholders, and BEE for effective utilization of the portal. The agency/firm shall undertake the following activities:

- a) Develop comprehensive user manuals and training tutorial videos for the use of Compliance Portal. All training materials shall be hosted on the portal for easy access by users.
- b) Organize a National Workshop on the official launch of the portal, targeting key building sector stakeholders including administrators, government officials (preferably ULB, PWD, SDA, municipal officials, etc.), architects, engineers, developers, builders, municipal officials, etc., with at least 100 participants.

- c) Organize ten (10) nos. Regional Workshops for building sector stakeholders including administrators, government officials (preferably ULB, PWD, SDA, municipal officials, etc.), architects, engineers, developers, builders, municipal officials, with at least 40 participants per workshop.
- d) Handover all developed training materials to BEE.

Note:

- (i) All workshops shall be conducted strictly in physical mode.
- (ii) National workshop shall be organized at hotels rated 4-star or above.
- (iii) Regional workshops shall be organized at hotels rated 3-star or above.

Deliverables

- a) Fully operational portal deployed on the server provided by BEE.
- b) Training Report along the feedback of participants from the National workshop and regional workshops (in hard & soft copy).
- c) Report should include participant list, designation, Contact details and organization.
- d) User manuals and training tutorials for the use of Portal.
- e) Login credentials for portal of all stakeholder (i.e. BEE admin, SDA, TPAs, energy auditor, ULBs etc.)

Task 3: Annual Maintenance post development, for 2 years

- a) Two dedicated resources shall be deployed in the office of BEE, to monitor day to day activity on the portal, and will report to BEE.
- b) The deployed personnels shall be the point of contact for the users, for compliant resolution and rectification of errors, if occurs any.

Deliverables

- a) Submission of Monthly reports, highlighting the footfall/traffic on the portal, errors/bugs occurred and the resolutions provided, scope of the improvement, complaints from users and the resolution along with timelines.
- b) Submission of consolidated reports on the projects registered on the portal with the details of the building owner, location, climatic zone, and include, but not limited, the following details:
 - a. Building Envelope and built-up area of the proposed building,
 - b. Electrical system,
 - c. water, waste and sustainability measures adopted,
 - d. Energy Conservation measures,
 - e. compliance levels and estimated savings.

4. Timeline

Duration for the work will be **6 months** for **development of portal** and **24 months** for **AMC** post go-live (extendable on annual basis) from date of award of contract.

Sl. No.	Activity	Timeline*
1	Acceptance of LoA and signing of Agreement	Within 5 Days from the date of issuance of LoA
2	Finalization of Wireframe for Compliance Portal	10 Days from the date of issuance of LoA
3	Development of ECSBC Compliance Portal	6 months
4	National workshop, regional workshops, user manuals and training tutorials	60 Days [#]
5	Annual Maintenance period	2 Years

*The timelines shall be calculated from the date of completion of previous milestone, subject to approval of deliverables by BEE.

[#]National workshop and regional workshops to be conducted simultaneously with the AMC. So, the timelines for these two activities shall be calculated from completion of Milestone-3.

5. Terms of Payment

5.1 Payment Schedule

The payment shall be made by BEE on achieving the milestones as defined in below table:

Sl. No.	Milestone	Activity	Percentage of Portal Development Cost only (AMC Cost not included)
1	Milestone-1	Finalization of Wireframe for Compliance Portal	5%
2	Milestone-2	Development of ECSBC Compliance Portal Note: Payment shall be released upon successful UAT (user acceptance testing) sign-off and VAPT clearance, and deployment on the server provided by BEE.	60%
3	Milestone-3	National workshop, regional workshop user manuals and training tutorials for the portal, training reports	35%

During the AMC period, the 12.5% of quoted AMC Cost for 2 years, shall be made on quarterly basis, subject to satisfactory performance of the agency.

5.2 Penalty Clause

(i) Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/ firm/ bidder beyond the time schedule as agreed or any extension thereof granted by the BEE shall attract penalty at the rate of 0.5% of the total contract value per week of delay subject to maximum of 10% of the total contract value.

(ii) Delay in Response and Resolution Time

For each instance of delay beyond the specified timelines, a penalty shall be imposed as follows:

Severity	Penalty Rate	Basis of Penalty	Time Cap / Calculation Rule	Maximum Cumulative Penalty	Additional Clause
Severity 1	0.5% of quarterly AMC	Per incident, per hour of delay beyond resolution time	Applicable up to 24 hours	10% of total AMC cost	Delay beyond 15 days (including non-working days) will lead to cancellation of the Contract
Severity 2	0.3% of quarterly AMC	Per incident, per hour of delay beyond resolution time	Applicable up to 24 hours		Delay beyond 15 days (including non-working days) will lead to Contract cancellation
Severity 3	0.2% of quarterly AMC	Per incident, per day of delay beyond resolution time	Delay > 24 hours counted as 1 full day		—

Severity 4	0.1% of quarterly AMC	Per incident, per day of delay beyond resolution time	Delay > 24 hours counted as 1 full day		—
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Note: In case of repeated occurrence of incidents of the same level more than three (03) times within a period of thirty (30) days. Such repeated occurrence shall be treated as the poor performance by the agency. BEE reserves the right to take appropriate action and may lead to the termination contract.

6. Qualification and Experience of the Agency and Project Team

6.1 Pre-qualification Criteria for Agency/Firm

Documentary proof to be provided against each criterion, mentioned below:

- (i) The proposal may be submitted either by a single legal entity or by a Joint Venture (JV)/ Consortium. All members shall sign the contract and shall be jointly and severally liable for the entire assignment. However, one lead partner accountable for overall coordination with BEE. However, all partners may be asked to present, if required.
- (ii) The agency bidding for this RfP should be firm/company registered/incorporated in India, with at least 7 years of existence in the field of IT Solutions in Energy Sector (Copy of the certificate to be submitted).
- (iii) The agency / firm must have minimum annual turnover of Rs. 2 Crore for the last 3 financial years i.e. FY 2022-23, 2023-24 and 2024-25.
- (iv) The Net Worth of Bidder firm should not be negative on the date of submission of bid application and should not have eroded by more than 30% in the last 3 years i.e. FY 2022-23, 2023-24 and 2024-25.
- (v) Minimum 7 years of relevant work experience in developing mid-to-large-scale, government-facing digital platforms, with proven expertise in public sector digital transformation, compliance systems, or e-governance platforms, digital tools/ dashboards, code compliance portal development in compliance system development.
- (vi) The bidder should have valid CMMI Level 3 or above Certification.
- (vii) Organization may involve one more agency as partner only for meeting work experience and to meet the separate skill set for the development of portal. An MoU for such consortium must be submitted. However, the bidder can't change the consortium partner during the course of the study.
- (viii) Must provide approach and methodology for the activities mentioned in the RfP.
- (ix) Must not be black-listed by any Central / State Government / Public Sector Undertaking in India.
- (x) Must not be involved in any major litigation that may have an impact affecting or compromising the delivery of services as required under this contract.

6.2 Qualification and Experience of the Agency/Firm

- (i) The **lead partner** must have prior experience of working with State Government / ULBs on building energy efficiency.
- (ii) The bidder shall demonstrate prior experience in the design, development, and deployment of large-scale, multi-user digital platforms in the domains of climate change, sustainability (energy efficiency, water efficiency, waste management, demand-side management, etc.), or regulatory/compliance systems. Such platforms should support role-based access (e.g., architects, SDAs, ULBs, third-party assessors, developers), workflow-based approvals, API integrations, automated report generation, data analytics dashboards, multilingual interfaces, cloud-native architecture, and AI-enabled features.
- (iii) Experience in national-level regulatory or compliance portals and digital solutions developed for central ministries (such as MoP, MoHUA, MoEFCC, MNRE, etc.) or State Government

Departments/Agencies (preferably SDAs) will be considered a decisive advantage.

- (iv) The bidder must have successfully completed at least two large-scale government portal projects within the last five (5) years, each supporting a minimum of 5,000 users and incorporating workflow-based approvals, role-based access control, and system integration capabilities. The bidder shall submit detailed case studies or client references for at least two such platforms, clearly demonstrating functionality, user adoption, compliance/certification workflows, and operational effectiveness.

6.3 Eligibility Criteria for the Project Team

Sl. No.	Role on the Project	Minimum Criteria	Years of Experience
1	Team Leader (1 no.)	<ul style="list-style-type: none"> (i) Master's degree in Computer Science/IT from a recognized University or Institute. (ii) Proven experience designing and implementing scalable, secure cloud-native architectures. (iii) Proven experience leading multidisciplinary teams (UI/UX, DevOps, QA, AI engineers). (iv) Demonstrated experience in leading technology delivery for National/state-level compliance portals, Regulatory platforms, Policy implementation systems. 	Minimum 15 years of relevant experience
2	Team Member (IT) (2 no.)	<ul style="list-style-type: none"> (i) Bachelor's degree in Engineering (CS/IT) from a recognized University or Institute. (ii) Experience in development of IT application in buildings sustainability domain, preferably with Central/State/local government or multilateral/bilateral. (iii) Experience in leading e-Governance, compliance, regulatory, or public-sector digital transformation projects. (iv) Experience in capacity building / training. 	Minimum 10 Yrs. Of with demonstrated experience in <ul style="list-style-type: none"> (i) User Experience (UX) and UI Design (ii) Solution / System Architecture (iii) DevOps or Site Reliability Engineering (SRE) (iv) Application and Infrastructure Security (v) Quality Assurance and Test Automation
3	Team Member (Green Building/ Building Energy Expert)	<ul style="list-style-type: none"> (i) Bachelor's degree in Architecture or Engineering (Civil/ Electrical / Mechanical) from a recognized University or Institute. (ii) GRIHA CP/ LEED AP / IGBC AP certifications. 	Minimum 10 years of relevant experience
4	Team Member (Simulation Expert)	<ul style="list-style-type: none"> (i) Bachelor's degree in Architecture or Engineering (Civil/ Electrical / Mechanical) from a recognized University or Institute. (ii) GRIHA CP / LEED AP / IGBC AP certifications. 	Minimum 10 years of relevant experience

The bidder shall propose a multidisciplinary project team. CVs of key personnel highlighting relevant experience shall be submitted as part of the technical proposal.

7. Criteria of Bid Evaluation and Selection Procedure

7.1 Consideration of responsiveness

Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required processing fee & bid security/EMD (as applicable) has been submitted, whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

Responsiveness

Name of the Agency/Firm: _____

Sl. No.	Item	Required Response
1	Has the agency/firm submitted the requisite bid processing fees?	Yes
2	Has the agency/firm submitted the requisite bid security fees (EMD)/ Bid security declaration?	Yes
3	Have all the pages required to be signed by the authorized representative of the agency/firm or all consortium partners been signed?	Yes
4	Has the power of attorney been submitted in the name of authorized representative?	Yes
5	In the case of JV/consortium, whether the MOU/Contract Agreement has been submitted?	Yes
6	Has the agency/firm submitted all the required forms of the technical proposal?	Yes
7	Does the technical proposal contain any financial information?	No
8	Is the financial proposal submitted separately in the prescribed format?	Yes

If the response deviates from the above-mentioned required response, the bid will not be considered for Preliminary Scrutiny.

7.2 Preliminary Scrutiny:

Sl. No	Item	Required Response	Requirement
1	Must be an agency / firm / company registered/ incorporated in India	Yes	Necessary documents should be provided
2	Must be in active business for a minimum period of 7 years in the field of IT Solutions in Energy Sector.	Yes	Necessary documents should be provided
3	The Net Worth of Bidder firm (Lead partner) should not be negative on the date of submission of bid application and should not have eroded by more than 30% in the last 3 years i.e. FY 2022-23, 2023-24 and 2024-25	Yes	Necessary documents should be provided (Balance Sheet & P & L A/C)
4	Must have minimum annual turnover of the Lead partner Rs. 2 Crore for the last 3 financial years i.e. FY 2022-23, 2023-24 and 2024-25.	Yes	Annual turnover of the last three (3) years i.e.2022-23, 2023-24, and 2024-25 must be provided.

6	Agency / firm or consortium partners must not be involved in any major litigation	No	Undertaking should be submitted
7	Agency / firm or consortium partners must not be black-listed by any Central / State Government / Public Sector Undertaking in India	No	Undertaking should be submitted
8	Experience of consortium partner including parent company may be stated	Yes	MoU to be submitted
9	Approach and Methodology is submitted	Yes	Approach and Methodology should be submitted.

In case the bidders do not fulfil the above requirement, the bid will not be considered for technical evaluation.

7.3 Evaluation of Quality

Technical Evaluation: Only the technical proposals considered as technically responsive would be evaluated based on the bidder's capabilities, experience, approach and methodology and the CVs of the proposed personnel and the scores would be given (out of 100). The weightage of various parameters considered for evaluating the technical proposals is as shown in the table below:

Sl. No.	Category	Criteria	Max. Marks
A	Firm / Agency Experience		50
1	The agency should have at least 7 years of experience in the field of IT Solutions in Energy Sector.	15 Marks for 7 years of relevant experience. Additional 1 mark for each additional year	20
2	Prior experience in the design, development, and deployment of national-level, large-scale, multi-user digital platforms in the domains of climate change, sustainability (energy efficiency, water efficiency, waste management, demand-side management, etc.), for Central Government or State Government Departments/ PSUs.	15 Marks for 7 years of relevant experience. Additional 1 mark for each additional year	20
4	Completed at least two large-scale government portal projects within the last five (5) years, each supporting a minimum of 5,000 users and incorporating workflow-based approvals, role-based access control, and system integration capabilities. The bidder shall submit detailed case studies or client references for at least two such platforms, clearly demonstrating functionality, user adoption, compliance/certification workflows, and operational effectiveness.	8 marks for two completed projects. Additional 1 mark for each additional project	10
B	Team Experience		20
1	Team Leader	Additional credentials: LEED/GRIHA/ IGBC Fellow – 2 marks Relevant years of experience: 15 years – 8 marks 1 additional mark for each additional years of experience	5
2	Team Member (IT)	credentials: Years of relevant experience: 10 years – 3 marks 1 additional mark for each additional years of experience	5
3	Team Member (Green Building/ Building Energy)	credentials: LEED/GRIHA/IGBC Fellow – 1 mark Years of relevant experience:	5

Sl. No.	Category	Criteria	Max. Marks
		10 years – 3 marks 1 additional mark for additional years of experience	
4	Team Member (Simulation Expert)	credentials: LEED/GRIHA/IGBC Fellow – 1 mark Years of relevant experience: 10 years – 3 marks 1 additional mark for additional years of experience	5
C	Methodology, Work Plan and Understanding of TOR		15
1	Clarity & understanding of TOR	Qualitative	5
2	Approach & Methodology Proposed	Qualitative	5
3	Work Plan & Timeline	Qualitative	5
D	Evaluation of Concept Design Presentation		15
1	UX and guided workflows	Qualitative	3
2	Architecture and scalability (including simulation job queue design)	Qualitative	3
3	Simulation integration and result reproducibility	Qualitative	3
4	Security, auditability, and certificate verification	Qualitative	3
5	AI-assisted validation and guidance (with human oversight)	Qualitative	1
6	Implementation realism and risk management	Qualitative	2
		Total	100

- (i) **Technical proposals shall be considered responsive only if the bidder meets all of the following criteria:**
- Scores **10 marks or above** under Concept Design Presentation (Sl. No.- D); and
 - Secures a minimum overall technical score of **70 marks**.
- (ii) only those proposals meeting above thresholds shall qualify for the Stage-3 i.e., Financial Evaluation.

Financial Evaluation

Financial proposals will be checked for any computational errors and a reviewed to ensure that figures provided therein are consistent with the details of the corresponding technical proposal.

- For financial evaluation, the total cost indicated in the financial proposal, will be considered. The financial proposal will be submitted in a respective section on the GeM portal.
- Bidder shall mention the financial quote for the project as per the table given in **Form - B**.
- The authority will determine whether the financial proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- As per QCBS evaluation process, the proposal with the lowest cost (C_{low}) will be given a financial score of 100 and financial scores (Sf) of other offers/bids will be calculated with the formula, $Sf = 100 * C_{low} / C$ in which Sf is the financial score, C_{low} is the lowest quoted cost and C is the Evaluated Bid Price of the bidder under consideration.

7.4 Evaluation under Quality and Cost Based Selection (QCBS):

Under QCBS proposal, the technical proposals will be allotted weightage (Y) of 70% while the financial proposals will be allotted weightage (X) of 30%. An Evaluated Bid Score (B) will be calculated for each bid, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = [(C_{low}/C) * X] + [(T/T_{high}) * Y]$$

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

T_{high} = The highest mark scored against "Quality" criteria among all responsive bids

X = 0.3 (The weightage for 'Quoted price' is 30%)

Y = 0.7 (The weightage for 'Quality' is 70%)

Selection of Bidder

- (i) Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B). In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against 'Quality' criteria will be recommended for award of contract.
- (ii) If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and BEE reserves right to suspend such bidders for next three years from participating in any tender floated by BEE. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.
- (iii) If the bidder backs out after being declared as selected bidder, it shall be declared a defaulting bidder and EMD of such defaulting bidder shall be forfeited and BEE reserves right to suspend such organization for next three years from participating in any tender. In such case the detailed commercial bid of next ranked commercial bidder shall be evaluated.
- (iv) If next ranked commercial bidder also backs out then BEE shall complete the tender process by following the same process again for other remaining commercial ranked bidders.

8. Forms for the Proposal

Form A: Technical Proposal

Pro-forma for Cover Letter (to be furnished on the company letter head of bidder)

To,
Secretary,
Bureau of Energy Efficiency,
4th Floor, Sewa Bhavan,
R.K. Puram Sector-I, New Delhi -110066

Sub: Hiring an Agency for the Development of ECSBC Compliance Portal for Commercial Buildings (GEM/2026/B/7428223 dated 09th April, 2026)

Sir,

The undersigned Agency, having read and examined in detail all the RfP documents and MoM of Pre-bid meeting, do hereby express their interest to provide services for the said assignment.

Correspondence Details

1	Name of the Agency	
2	Address of the Agency	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	

Requisite amount for Bid processing fees and EMD has been paid, details of which are as follows:

	DD No./ Txn no. (for NEFT/RTGS)	Issuing Bank Name and Branch	Date of Issuance/ Date of Txn.
Bid Processing Fees			
EMD*			

* If seeking exemption for EMD, please mention "Exemption requested" in DD No. / Txn no. column.

We have enclosed the following:

- Form 1: Prior Experience (Bidder)
- Form 2: CVs of proposed team
- Form 3: Bid Security Declaration Form (For the bidders seeking exemption from EMD submission, UDYAM Certificate needs to be submitted)
- Approach and Methodology
- Comments and Suggestions

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.

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

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

We understand that any document/Information submitted by us, if established to be misleading by BEE, may lead to rejection of bid/contract at any stage of the project.

Thanking you,
Yours faithfully
(Signature of the Officer)

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

Form 1: Prior Experience

The summary of the projects undertaken should be provided in the table as follows:

Sl. No.	Name of the project	Duration (Month-year) from-to	Name of the Client	Completed/ Ongoing/ Partly completed	Brief about the Project

Using the format below, provide information on each assignment (separate sheet for each project) for which your organisation, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ Consortium for carrying out services similar to the ones as requested under this assignment.

A. Summary of the implemented projects

Assignment Name:	Approx. value of the contract (in INR):
Location:	Duration of assignment(months):
Name of client:	Total number of staff-months of the assignment:
Contact Person and Address:	
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by your firm:
Name of associated consultants, if any:	Name of senior professional staff of your firm involved in the project and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Description of project:	
Description of actual services provided by your staff within the assignment:	

* In case of outgoing project, tentative date of completion has to be mentioned, in case of extension provided based on the performance, the date on which extension is provided, shall be mentioned.

Witness:
Signature
Name
Address
Date

Agency/Firm:
Signature
Name
Designation
Company
Date

Form 2: CVs of Proposed Team

Bidder has to furnish the composition of proposed team, clearly mentioning name of the member and role assigned for this project. Each CV should be a maximum of 3 pages and signed (by the key personnel) confirming that the information given in the CV is correct and he/she shall be available for the complete duration of the project.

Provide CVs of the proposed team in the following format:

1. Name:
2. Proposed Position:
3. Name of Firm:
4. Date of Birth:
5. Nationality:
6. Education (In Reverse Chronology):

Name of Degree (Diploma/ Degree and above only)	Month Year (From- to)	Mode (Full-time/ Part- time/ Online/ Distance)	Name of Institution

7. Employment Record:

Month Year (From- to)	Organization/Company Name	Last Designation	Major Activities/ Profile handled/

- Certification (GRIHA CP / LEED AP / IGBC AP):
- Other Training:
- Projects undertaken:

Name of Project	Role in the project	Duration (From – To)	Organization Name	Relevant to financial /energy efficiency/any other development projects	Details of the Assignment

- Certification:

I hereby declare that the above information is true to the best of my knowledge. I shall be available to provide the required services for the complete duration of the contract as set out in technical proposal. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member]

Full name of authorized representative:

Day/Month/Year:

Form 3: Bid Security Declaration

To,

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

Sub: — Bid Security Declaration regarding proposal for “Hiring an agency for the development of ECSBC Compliance Portal for Commercial Buildings” (GEM/2026/B/7428223 dated 09th April, 2026)

Dear Sir,

The undersigned declares that:

- a. Proposal should not be withdrawn during the validity period or any extension agreed by the agency thereof.
- b. Proposal should not be varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- c. Agency would not try to influence the evaluation process.
- d. We will not withdraw our proposal during negotiations (failure to arrive at consensus by both the parties shall not be considered as withdrawal of proposal by the agency/consultant).
- e. If we withdraw or modify their bids during period of validity etc., we will be suspended for three (3) years.

If we withdraw or modify the bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for 3 years or the period of time specified in the RfP document (whichever is less) from being eligible to submit bids for contracts with the entity that invited the bids.

Thanking you,
Yours faithfully
(Signature of the Officer)

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

Form B: Financial Proposal

(On Letter head of the Bidder)

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

Sub: — Financial Proposal for “Hiring an Agency for the Development of ECSBC Compliance Portal for Commercial Buildings” (GEM/2026/B/7428223 dated 09th April, 2026)

Sir/ Ma'am,

With reference to your tender as cited in the subject above, please find our Financial Offer as under:

Lump sum Cost in Rupees (Excl. taxes) (in figures)	
Taxes in Rupees (in figures)	
Total Lump sum Cost in Rupees (Incl. taxes) (in figures)	
Total Lump sum Cost in Rupees (Incl. taxes) (in words)	

Breakdown of Total Lump sum Cost (excl. GST) is as follows:

Activity	Cost (in Rupees) Excl. GST
Development of ECSBC Compliance Portal for commercial buildings and Capacity Building and Institutionalization of the portal	
Capacity Building and Institutionalization of the portal	
AMC for 1 st year	
AMC for 2 nd year	
Total (in figures) Excl. GST	

Above mentioned cost includes all logistics and no other extra charges are applicable except service tax, which may be quoted extra as applicable by Government of India.

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
(Signature of the Officer)

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

Bank Details

Name of the Beneficiary	:	Bureau of Energy Efficiency
Bank A/c No.	:	89830100010654
Name of the Bank	:	Bank of Baroda
Branch Address	:	Bhikaji Cama Place, New Delhi-110066
E Mail ID	:	divaccounts@beeindia.gov.in
A/c Type	:	Saving
Branch Code	:	6020
IFSC Code	:	BARB0VJBCPL
MICR Code	:	110012308
Swift Code	:	BARBINBBNND
PAN No.	:	AAAAE0631J

Note: Kindly match the account number and other details mentioned in the table above, with the scan copy of the cheque below:

Bank of Baroda
B C PLACE, DELHI
RTGS / NEFT IFSC CODE: BARB0VJBCPL

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE
CBS
D D M M Y Y Y Y

Pay _____ Or Bearer
या धारक को

Rupees रुपये _____ अदा करें ₹ _____

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

5B/2012/SE
Payable at par at all branches in India
Please sign above

⑈00000⑈ 1⑈ 10012308⑈ 010654⑈ 31

Integrity Pact

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

This Integrity Pact is made at _____ on this _____ day of 2024.

BETWEEN

BUREAU OF ENERGY EFFICIENCY (BEE), a statutory body set-up under the provisions of the Energy Conservation Act, 2001 by the Government of India with the primary objective of reducing energy intensity of the Indian economy, having its office at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi-110066, acting through its _____ [designation of the concerned officer] (hereinafter referred to as the "Principal", which expression shall, unless repugnant to the meaning or context thereof, include its successors and permitted assigns) of the ONE PART;

AND

_____ (name of the Bidder), acting through Mr./ Ms. _____ (name of the Authorised Signatory), holding the designation of _____ [designation of the Authorised Signatory] (hereinafter referred to as the "Bidder/ Contractor/ Consultant/ Vendor", which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns) of the SECOND PART.

Preamble

WHEREAS, the Principal has floated the Tender {RfP No _____ dated _____} (hereinafter referred to as "Tender/ Bid") and intends to award, under laid down organizational procedure, contract for _____ {Name of the work} (hereinafter referred to as the "Contract").

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

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

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

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

Article-1-Commitments of the Principal

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

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

- (b) The Principal will, during the Tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution.
- (c) The Principal will exclude all known prejudiced persons from the process.
- (2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

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

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

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

Article 3 Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder/ Contractor/ Consultant/ Vendor, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form

such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder/ Contractor/ Consultant/ Vendor from the tender process.

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

Article 4 Compensation for Damages

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

and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination.

Article 5 Previous Transgression

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

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

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

Article 7 Criminal charges against violating Bidder/ Contractor/ Consultant/ Vendor/ Subcontractors

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

Article 8: Independent External Monitor (IEM)

- (1) The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.
- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the Principal.
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him, as and when warranted.
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on '**Non-**

disclosure of Confidential Information' and of ***'Absence of Conflict of Interest'***. In case of any conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case.

- (7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.
- (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- (9) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (10) If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (11) The word 'Monitor' would include both singular and plural.

Article 9 Pact Duration

- (1) The validity of this Integrity Pact shall be from the date of its signing and extend till the complete execution of the contract to the satisfaction of both the Principal and the Bidder/ Contractor/ Consultant/ Vendor, including warranty period or defects liability period/ maintenance period, whichever is later. In case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract with the successful bidder.
- (2) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Principal.

Article 10 Other Provisions

- (1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing only.
- (3) 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.
- (4) Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in Integrity Pact shall prevail.
- (6) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Consultant/ Vendor who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

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

(For & On behalf of the (Principal)

(For & On behalf of Bidder/ Contractor/Consultant/ Vendor)

(Office Seal)
Place _____
Date _____

(Seal/ Stamp)

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

~~~~~ End of the RfP Document ~~~~~