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**BIDDING DOCUMENTS FOR
DESIGNING, DEVELOPING
IMPLEMENTATION AND MAINTENANCE
OF CUSTOMISED WEB PORTAL ON
PAINTING COMPETITION ON ENERGY
CONSERVATION**

(TENDER BID REFERENCE: BEE/PC/05/2019)

Last Date for Receiving Bids : 31.05.2019, 15.00 hrs.

Technical Bid Opening : 03.06.2019, 14.00 hrs.



**Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram
New Delhi – 110 066
Website : www.beeindia.gov.in**

Cost of Tender Document: ₹5000/-

Tender Document Number:

Date of Receipt:

Name of the Firm:

IMPORTANT NOTICE

In order to avoid summary rejection

- i. Bid Document must be thoroughly read by every prospective bidder.
- ii. Bidder must use official seal and sign each and every page of Bid Document before submission.
- iii. Bid must be accompanied with applicable earnest money.
- iv. An incomplete offer is liable to be ignored. To aid the bidders in submitting complete offers, a checklist is included in the Tender Document. The bidders must fill this tender document and submit along with their offer in their own interest.

Filled up bids should be submitted to



**Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram
New Delhi – 110 066
Website : www.beeindia.gov.in**



BUREAU OF ENERGY EFFICIENCY (BEE)

(A Statutory body under Ministry of Power, Government of India)

NOTICE INVITING TENDER

TENDER BID REFERENCE: BEE/PC/05/2019

BUREAU OF ENERGY EFFICIENCY (BEE) invites sealed two-Part Bids (Part-1: Technical Bid and Part-2: Price Bid) for designing, developing, implementation and maintenance of customized web portal for Painting Competition on Energy Conservation.

Scope of Work :

TENDER BID REFERENCE: BEE/PC/05/2019	Designing, Developing, Implementation and Maintenance of Customized Web Portal on Painting Competition on Energy Conservation.
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Last Date for Receiving Bids : 31.05.2019, 15.00 hrs.
Technical Bid Opening : 03.06.2019, 14.00 hrs.

Tender documents and the instructions for submission of tenders can be downloaded from the websites: www.beeindia.gov.in , www.eprocure.gov.in

For any further details contact:

Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram, New Delhi – 110 066
Website : www.beeindia.gov.in

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INVITATION TO BID
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DISCLAIMER

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (07) days from the date of notification of Tender Document/ Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.
2. Bureau of Energy Efficiency reserves the right to modify, amend or supplement this Tender Document.
3. While this Tender Document has been prepared in good faith, neither Bureau of Energy Efficiency nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, **even if any loss or damage is caused by any act or omission on their part.**

Place: New Delhi

Date: 30-4-2019

1. BACKGROUND

- 1.1 Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power (MoP), Government of India having its office at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066 is conducting Painting competition at the School, State and National level for students studying in the standards 4th, 5th, 6th, 7th, 8th & 9th under National Awareness Campaign on Energy Conservation – 2019.
- 1.2 BEE recognizes the efforts put in by the participants by issuing those certificates at School, State and National level.

2. PURPOSE

- 2.1 BEE, a statutory body under MoP, strives to bring energy efficiency in all the sectors in India. BEE, under the overall guidance of MoP, is now intending to digitalize some of the activities of Painting Competition on Energy Conservation under Digital India – a campaign of Government of India.
- 2.2 BEE through digitalization of activities aims to set up a participative, transparent and responsive administrative environment in the activities i.e. Painting Competition.
- 2.3 BEE also aims to create and generate Data Bank to make them available for depicting them at National and International platform.
- 2.4 To be able to issue Digital Certificates to the participants.

3. BRIEF SCOPE OF WORK

Design, Development, Implementation, Training and Maintenance of Customized Web Based application/portal solutions Indicative activities include:

- 3.1 Study, Requirement Understanding and Analysis with respect to developing new Portal.
- 3.2 Design and Development of Painting Competition (PC) Portal.
- 3.3 Content Management System (CMS)¹ of the Portal for progress and current status, media reports, if any and periodic archiving the old contents automatically, etc.
- 3.4 Agency would be required to provide off-site Warranty, Maintenance, and Technical Support from the date of issue of completion certificate.
- 3.5 To ensure that portal comply with the 'Guidelines for Indian Government Websites (GIGW)' in full along with mobile compatibility.
- 3.6 Identify and execute training requirements for successful execution of project along with preparation of User Manual.

¹ (CMS) manages the creation and modification of digital *content*. It typically supports multiple users in a collaborative environment.

- 3.7 Provision of an FAQ (Frequently Asked Questions) page to address common user queries.
- 3.8 Annual Maintenance of portal for 2 years

4. TIME FOR COMPLETION

The maximum completion and delivery time for the proposed work is 45 days from the date of handing over of Work-Order by BEE.

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INSTRUCTION TO BIDDERS (ITB)

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5. GENERAL

- 5.1 Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India invites bids in two parts (Part- 1: Technical and Part-2: Price) bids for Designing, Developing, Implementation and Maintenance of Web Portal on Painting Competition on Energy Conservation at Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066. Bidders must submit bids for the complete scope of work.

The successful bidder shall complete the work before or by the intended completion date as specified in the document.

Bids containing deviation from provisions relating to the following clauses will be considered as non-responsive:

- a) Price – Basis and Payment
- b) Document Cost.
- c) Earnest Money Deposit.
- d) Any Technical Deviations

6. ELIGIBLE BIDDERS

- 6.1 This bid is open to all bidders who are having a qualified web designing, building and maintenance team, for undertaking this assignment. The Agency team would work closely with the BEE. A confirmation letter from the Agency for being able to provide the qualified team should be attached. Details of the team dedicated to the BEE project should be provided.

- 6.2 The bidder must fulfill the followings parameters:

- a) The bidder should be a company registered under the Indian Companies Act 1956/2013 or firm. Joint Ventures & Consortiums are not allowed to participate in the bid.
- b) The bidder must have completed at least 5 years of operation in the field of web application/ software development.
- c) The bidder must have a valid website.
- d) The bidder must be registered with Goods and Services Tax I (GST).
- e) An undertaking (self-certificate) that the bidder hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of IT services.
- f) The bidder should hold a valid ISO 27001 certificate.
- g) The bidder should have valid CMMI level 3 certificate or higher.
- h) The bidder should have successfully executed at least 5 projects of similar nature (web-based application/software development) in the past five years, out of which at least 2 projects of similar nature in a Govt. Ministry or Department/Public Sector company/Government autonomous body.

- 6.3 In order to facilitate time bound activity, the bidder should have an established set up in India and Development / Support Center in Delhi / NCR.

7. COST OF BIDDING

- 7.1 The bidders shall bear all costs associated with the preparation and submission of his bid, and the owner or the BEE will, in no case, be responsible and liable for those costs.
- 7.2 The proposal shall be typed

8 BIDDING DOCUMENTS

8.1 Basic Documents:

- a. Earnest Money Deposit and Processing Fee.
- b. Letter of authorization in favor of the person to sign this tender and represent his/her company for this contract.
- c. Duly signed and stamped Tender Document (amendments if any) by the Authorized signatory.

8.2 Documents in Support of Eligibility:

- a. Copy of Certification of Incorporation, Memorandum and Articles of Association.
 - b. Copy of Goods and Service Tax registration certificate and PAN.
 - c. The link of the website and printout of homepage has to be provided.
 - d. Self-attested copies of work order and their respective project completion certificates issued by clients for similar works/projects during last 3 years.
 - e. Copy of the CMMI level 3 or above certificate.
 - f. CA certified copy of balance sheet and P/L account for last three financial years i.e. FY 2015-16, 2016-17, 2017-18 and Certificate by Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of net worth and turnover.
 - g. Contact details of the registered office and Branch Office in Delhi / NCR.
- 8.3 If the prospective bidder is in doubt as to the true meaning of any part of the bid document, he shall at once make a request in writing for an interpretation / clarification to the BEE. The BEE shall issue interpretation / clarification as it may think fit in writing. The BEE will not respond to any clarification sought by the bidders 5 days before the last date of submission of the bid.

9. COLLECTION OF BIDDING DOCUMENT

- 9.1 The bid documents can be downloaded from the website: www.beeindia.gov.in/ www.eprocure.gov.in . The bidder should send a DD for ₹5000/- (Rupees Five Thousand only) (non-refundable) in favor of '**Bureau of Energy Efficiency**' payable at Delhi along with filled in bid documents. BEE will not be responsible for postal delay, if any, in the delivery of documents or non-receipt of the same at Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi-110 066.

10. SUBMISSION OF BIDDING DOCUMENT

The bid shall be submitted on or before **May 31, 2019 at 15.00 Hrs.** at the following address and the Technical Bid shall be opened on **June 03, 2019.**

11. PREPARATION OF BID

DOCUMENTS COMPRISING THE BID

- 11.1 The bidder shall complete the bid form separately for Part – I Technical and Part II – Price Bids furnishing in the bid documents for the services to be rendered.
- 11.2 The bidders shall also submit documentary evidence to establish that the bidders meet the qualifying requirements as mentioned in Clause 6.

12. DUTIES AND TAXES

- 12.1.1 Goods and Service Tax (GST) and other levies, if any, shall not be included in the bid price but they should be indicated separately in the bid proposal sheet.
- 12.2 If any other taxes are required statutorily to be deducted at source, BEE shall be entitled to deduct the same while making payment.

13. BID VALIDITY

Bid shall remain valid for a period not less than 120 days after the deadline date of bid submission as specified. A shorter bid validity period shall be rejected by the Executive Agency as non-responsive.

14. EARNEST MONEY DEPOSIT (EMD)

- 14.1 The bidders shall deposit an Earnest Money, as part of its bid, of ₹50,000/- (Rupees Fifty Thousand only) in the form of DD in favour of "**Bureau of Energy Efficiency**" payable at "**Delhi**". Bids submitted without EMD will be summarily rejected.
- 14.2 Should the bidder fail to observe or comply with the said stipulations, the EMD amount shall be liable to be forfeited.
- 14.3 The EMD of the successful bidder will be returned, without any interest, after submission of Performance Security as defined in this Tender Document and obtaining confirmation thereof from the issuing bank in acceptable form.
- 14.4 In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s will be forfeited.
- 14.5 EMD furnished by the unsuccessful bidders would be returned without any interest on completion of the tender process, i.e., after award of the contract.

15. SUBMISSION OF BID

- 15.1 The bidders shall prepare and submit original each of the document (Part-1: Technical bid and Part-2: Price bid), clearly mentioning as original on the document as well as on envelop.
- 15.2 The bidders shall submit the '**Qualifying Requirement Data**' and other schedules along with the technical bid cover in separate sealed envelope in original.
- 15.3 The bidders shall submit the price bid in separate sealed envelope in original.
- 15.4 Proposal along with the earnest money should be put in another sealed envelope.
- 15.5 All these 3 envelopes should be clearly marked Part-1: Technical Bid, Part-2: Price Bid and Earnest Money.
- 15.6 All these three envelopes should be put into another envelope and sealed and marked with bid reference, last date of submission and bidders name and address.
- 15.7 The bid shall be submitted on or before **May 31, 2019 at 15.00 Hrs.** at **Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066** in person or by post. However, the BEE will not be responsible for any postal delay.
- 15.8 Any bid received by the BEE after **May 31, 2019 at 15.00 Hrs.** will not be accepted and the same will be rejected.

16. BID OPENING

- 16.1 The Tender Committee set up by the BEE will first open the Part-1: Technical Bid on **June 03, 2019** at Bureau of energy Efficiency, Ministry of Power – Govt. of India.
- 16.2 The Tender Committee constituted by the BEE will shortlist successful bidder or bidders who qualify for the Technical bid **on June 03, 2019. The Price Bid of the successful Bidders, who were found qualified in the Technical Bid, will be opened on "To be announced date & time"**. The intended bidders may send their representative (only one person) to be present in the Price Bid opening on "to be announced date & time".

17. EVALUATION AND COMPARISON OF BIDS

- 17.1 The Tender Committee will examine the bids whether they are complete, whether required earnest money have been furnished, whether documents properly signed and whether the bids are in order.
- 17.2 The bids shall be compared on the basis of total lump-sum firm bid price for the entire scope of Work & AMC as defined in the bid documents.
- 17.3 Evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of these comparison; the lowest bid will be given the award of contract.

17.4 **The bid will be rejected straightway without assigning any reasons if the firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.**

18. AWARD OF CONTRACT

18.1 The BEE will award the contract to the successful bidder whose total lump-sum firm bid price has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

18.2 Prior to the expiry of the period of bid validity or extended validity period, if any, the BEE will notify the successful bidder in writing that his bid has been accepted.

18.3 The notification of award / letter of award will constitute the formation of the contract. The BEE will promptly notify each unsuccessful bidder and will return the earnest money without any interest on the earnest money.

18.4 BEE reserves the right to accept any bid or to reject any or all bids without assigning any reasons, whatsoever.

18.5 The BEE reserves the right to accept or reject any bid, and to cancel the bidding process and can also reject all bids at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the BEE's action.

19. TERMS AND CONDITIONS

19.1 The successful bidder will have to furnish a refundable Performance Security of 10% of the total value of the job awarded by a Demand Draft along with "PROFORMA OF AGREEMENT" (To be executed on ₹100/- Non-Judicial stamp paper).

19.2 In the case of any damage to Government status, additional penalty amounts over and above the aforementioned amount shall be deducted.

19.3 In the event, a successful bidder is found performing job below the set-out quality standards than as set out in work order, it shall be lawful for BEE, in its discretion, to remove or withhold any part of job until the job is found satisfactory.

19.4 In the event of the any finding of error or defect due to the fault of successful bidder at any time after the delivery, the successful bidders shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the BEE.

19.5 The Performance Security shall be returned on the portal being accepted BEE and live.

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CONDITIONS OF CONTRACT

20. DEFINITION OF TERMS

- 20.1 “Contract” means the agreement entered into by the BEE and contractors as per the contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 20.2 “Owner” means Bureau of Energy Efficiency (BEE), 4th Floor, Sewa Bhawan, R. K. Puram, New Delhi – 110 066 and shall include their legal representatives, successors and assigns.
- 20.3 “BEE” means the Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066.
- 20.4 The “Contractor” shall mean the bidder whose both technical and price bid will be accepted by the BEE for award of the Work and shall include such successful bidder’s legal representatives, successors and permitted assignees.
- 20.5 The term “Contract Price” shall mean the lump-sum firm price quoted by the contractor in his bid with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of Work.
- 20.6 “Notification of Award of Contract” / “Letter of Award” shall mean the official notice issued by the BEE notifying the contractor that his bid has been accepted.
- 20.7 “Date of Contract” shall mean the date on which notification of award of contract / letter of award has been issued.
- 20.8 “Work” shall mean and include designing, developing, implementation and maintenance of customized web portal as per agreed specifications defined in the contract.
- 20.9 “Day” or “Days”, unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- 20.10 “Writing” shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
- 20.11 “Bid Opening site” – means the BEE site, Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066, where the Technical and Price Bids shall be opened.
- 20.12 “Tender Committee” means the committee set up by the BEE having at least one or more representative from BEE.

21. DETAILED SCOPE OF WORK

Bureau of Energy Efficiency has been organizing National School Painting Competition on Energy Efficiency and Energy Conservation for (Category 'A' for class 4th, 5th & 6th and Category 'B' for class 7th, 8th & 9th). Currently, the entire process is offline wherein school organizes Painting Competition in the school, select 2 best paintings and sent it to the State Nodal Officer. The Jury further selects 50 best paintings for State Level Competition. Similarly, National Level Competition for winners of State Level Competition is organizes in Delhi.

This portal shall make the process online at school level and short listing at State level. Now, instead of sending physically the two best paintings for the schools, the Principal shall upload the best two paintings on the painting portal. The Jury at State level shall shortlist the 50 best paintings by examine the uploaded paintings. Thereafter, the existing offline mode of State and National Level Competition will continue.

Hence, the proposed portal should have the usual facilities of school registration and login, registration of State Nodal Officers and login and admin login. It shall also contain FAQ, demo videos, useful database and other relevant information in the form of MIS/ reports.

21.1 Design, Development, Implementation & Training of Customized Web Based application/portal solutions Indicative activities include:

a. Design

- i. Portal should have a BEE Administrative login for managing and controlling the key administrative information.
- ii. Portal interface should support multiple logins, one each for staff, which can further be given permissions for different modules. Multiple logins should be provided for BEE and State Level only.
- iii. Interface should have the facility to create login id for prospective Nodal Agencies.
- iv. BEE Admin User should have facility for generation customized reports for all Stakeholders
- v. Interface must have provision of enabling / disabling the Nodal Centre Login id.
- vi. Portal should have interface for school registration.
- vii. Interface should have the facility for uploading of documents required for registration and record the date of submission. The prospective schools should have facility for add, update, delete, upload.
- viii. Interface should have the facility for uploading word, excel, pdf, JPG, MPEG format files.
- ix. Interface should have option to input details either in English or Hindi.

b. Developing the Portal

- i. Content population and content management system.
- ii. Development and production of portal will be done by agency at their own server.
- iii. Provide front-end user interface that allows a user, even with limited expertise, to add, modify and remove content from a Web site.
- iv. Application Development and Unit Testing, Integration Testing, System Testing and Functional Testing.
- v. Ensure that the portal is CERT audit compliance

- vi. The portal should be supported by all popular web browsers i.e. IE7+, Mozilla 3+, Google Chrome 4.0+, Opera 9.0+ etc
- vii. The portal should be built on Open Source Technology
- viii. Full Text Searching
- ix. Link to various website pertaining to Bureau of Energy efficiency

c. Designing, development and integration

- i. Portal must be compatible with all the currently available browsers and no plugins are to be required as default to access the portal.
- ii. Registering of users must be automated by using sending “OTP” password to requesting users using mobile telephony and similarly credentials may also to be forwarded on the mobile phone only in order for the portal to maintain verified confirmed mobile number database of stake holders.
- iii. Captcha to be implemented to prevent password cracking tools.
- iv. It should support users to print or email pages.
- v. Design of database component of the web portal and its integration with different modules.
- vi. Generation of SMS and acknowledgement, wherever required.
- vii. Automated/custom generation of necessary reports.
- viii. Final deployment of Portal will be done on BEE server

d. Feedback Management

- i. Provision of an FAQ (Frequently Asked Questions) page to address common user queries.
- ii. Email and feedback management by addressing queries and feedback within a maximum time span of 24 hours for queries within the scope of FAQs and maximum of 48 hours for other queries requiring referencing and/or research.
- iii. Prepare a video to showcase advantages of online process, steps and method to signup, etc.

e. Adherence to Web Application Audit / Compliance and Approval / Security Features.

f. Go Live

21.2 Annual Maintenance Contract for 2 Years

The work shall broadly encompass the following:

- (i) Maintain the portal for 2 years from the date of “Go Live” or after receiving the completion certificate.
- (ii) Provide day-to-day maintenance support for the portal in order to ensure continuous availability and ease of access for the end users. This would include the fixing of bugs (if any) in the application software, periodical application tuning, upgrading the system as and when required in connection with enhancements in the versions / levels of the O.S. & database software, migration of the application to new hardware platforms (if required), etc.
- (iii) Minor changes in the design and data handling is a part of the Annual Maintenance.
- (iv) Coordinate with the relevant BEE and stakeholders for compilation, collation and uploading of paintings on the Portal, if required.
- (v) Submit to BEE the latest source code of the Portal along with updated versions of the Technical and User Manuals two weeks prior to the end of term of the contract.

- (vi) The contractor shall have to provide security from Virus attacks and Hacking of the portal. In case of Virus or Hacking attack, the contractor shall have to re-create/restore the portal as per the requirements of BEE without any additional cost.
- (vii) Any other work not specified above but required for contractor will be done by the contractor.

22. PRICES

- 22.1 The bidders shall indicate on the appropriate Price schedules of the "Bid Proposal Sheet" (BPS).
- 22.2 Goods and Service Tax (GST) and other levies, if any, shall not be included in the bid price but they should be indicated separately in the bid proposal sheet.

23. INSPECTION AND TESTING

The BEE or their representatives shall have the right to random check / inspect and /or to test the work to confirm their conformity to the Contract specifications at no extra cost to the contractor at any level. The BEE shall notify the contractor in writing in a timely manner, of the identity of any representatives retained for these purposes.

24. TIME SCHEDULE

- 24.1 The total work should be completed **within 50 days** from date of issue of Work-Order by BEE as stated below:

Milestones	No. of days
22 (a) to 22 (b)	Within 25 days from date of issue of work order
22 (c) to 22 (d)	Within 10 days after completion of 22 (a) to 22 (b)
22 (e) to 22 (f)	Within 15 days after completion of 22 (c) to 22 (d)

- 24.2 AMC shall commence from the date of Go Live or after receiving the completion certificate.

25. TERMS OF PAYMENT

- 25.1 The payment shall be considered on receipt of invoice from the contractor on completion of milestones as stated below:

Milestones	% of order value
Performance Security	10%
22 (a) to 22 (b)	35%
22 (c) to 22 (d)	25%
22 (e) to 22 (f)	30%

- 25.2 Semi-annually payment of AMC shall be considered for releasing on completion AMC period subject to satisfactory services & receipt of Invoice for the period, subject to deductions if any.

26. LIQUIDATED DAMAGE FOR DELAY IN COMPLETION

- 26.1 If the completion of Work is delayed beyond the scheduled date as stipulated in Clause 24 or any time extension granted thereof, BEE will deduct as liquidated damage, not as penalty, a sum of one half of one percentage (0.5%) of deliverables per week or part thereof in completion of the Work. The liquidated damage shall be subject to a maximum of 10% of the contract price.
- 26.2 BEE will have the right to withhold payment of AMC or terminate the AMC at any time if the services of contractor is not found satisfactory. The decision of competent authority of BEE this regard will be final and binding.
- 26.3 In case of any major break down in the portal, the contractor shall have to rectify the problems within 24 hours. Deduction will be made from the semi-annually invoice if the problem persists as under: -

Time Schedule	Penalty
From 24 hours to 36 hours	5% of the invoiced amount
From 36 hours to 48 hours	10% of the invoiced amount

- 26.4 If the breakdown lasts for more than 48 hours, BEE reserves the right to terminate the contract without any compensation to contractor.

27. MANNER OF EXECUTION

- 27.1 The BEE will issue two copies of letter of award to the contractor. The contractor will return one signed copy of the letter of award notifying the acceptance of the contract.
- 27.2 The contract agreement (as per bid form) will be signed in two originals – One original will be kept with BEE and the other will be given to the contractor.

28. RESOLUTION OF DISPUTES

- 28.1 The BEE and the contractor shall make effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 28.2 The disputes or differences arising shall be referred to the sole arbitration of a Gazetted Officer. The BEE shall appoint the sole arbitrator. However, a person who had an opportunity to deal with the matters to which the contract relates to, who in the course of his duties had expressed views on all or any of the matters under dispute or difference, shall not be appointed as arbitrator.
- 28.3 Arbitration proceedings shall be held at Delhi.
- 28.4 The decision of the arbitrator shall be final and binding on both the parties. The contractor will pay the cost and expenses of arbitration proceedings.

29. JURISDICTION OF CONTRACT

The laws applicable to the contract shall be the laws in force in India. The courts of Delhi only shall have exclusive jurisdiction in all matters arising under this contract.

30. FORFEITURE OF PERFORMANCE SECURITY

- 30.1 In case the bidder who has been awarded the work contract refuses to accept the Work contract issued by the BEE or fails to respond to the letter of award of work by the BEE in 7 days' time or backs out after acceptance, then the performance security paid by the bidder will be forfeited.
- 30.2 If bidder violates any of the conditions prescribed in the Tender Document.

SECTION: 4 BID PROPOSAL SHEETS

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BID REFERENCE: BEE/PC/05/2019

BID PROPOSAL

(To be enclosed in the Envelop marked with 'Earnest Money')

Bidders Name & Address:

Bid Proposal Reference:

Person to be contacted:

Designation:

Telephone No.:

E-Mail:

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

Sub: Proposal for designing, developing, implementation and maintenance of customized web portal on painting competition on energy conservation.

Dear Madam/Sir,

We, the undersigned bidder, have read and examined in detail the specifications and bid documents and offer to the services as per the specifications in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the schedule specified in the bidding documents.

PRICE AND VALIDITY

All the prices stated in the bid are firm and no price adjustment is applicable in line with the bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 120 days (One hundred and twenty days) after the date of deadline of bid submission. We further declare that prices stated in our proposal are in accordance with your "Instruction to Bidders" and "Condition of Contract" of Bid document.

We do hereby confirm that our lump-sum bid prices as quoted includes all the duties and levies applicable on bought-out materials and services, duties and levies payable shall be to our account.

We also declare that if GST or any other tax is attracted under the law, we agree to pay the same.

We shall not claim any relaxation/exemption in Tender Document Fee/EMD/ Performance Security at any stage of the tendering process.

EARNEST MONEY DEPOSIT

We have enclosed an earnest money, in the form of Demand Draft (DD) for a sum of
 ₹ ₹.....
 (in Figures) (in Words)

DD No. dated (Drawn on Bank Name and Branch)

In original, valid for a period of 30 days beyond the bid validity date, in accordance with bidding documents.

BID PRICE

We declare that our total lump-sum price in Indian Rupees is given in Schedule – 1 submitted in Price bid for the entire scope of work as specified in your Bidding documents.

DEVIATIONS

We declare that the work shall be performed strictly in accordance with the specifications and documents without any technical and commercial deviations.

BID PRICING

We further, declare that the prices stated in our Proposal are in accordance with your “Instruction to Bidders” and “Conditions of Contract” of Bidding Documents.

PRICE BASIS

We declare that our price components are on FIRM BASIS.

QUALIFYING REQUIREMENT DATA

We confirm having submitted the Qualifying Requirement Data, as required under “Instruction to Bidders” in Part 1: Technical bid. In case, you require any further information in this regard, we agree to furnish the same in time.

TIME SCHEDULE

If the proposal is accepted by you, we agree to execute the contract as per time schedule specified in the bidding documents.

We, hereby, declare that only one person or firm interested in this Proposal as principals are named herein and that no other persons or firms other than those mentioned herein have any interest in this Proposal or in the Contract to be entered into, if we are awarded the Contract, and that this Proposal is made without any connection with any other persons, firm or party likewise submitting a Proposal and that this Proposal is in all respect for and in good faith, without collusion or fraud.

Dated this Day of2019

Signature in the capacity of

.....duly authorized to sign for and on behalf of

.....

(IN BLOCK CAPITALS)

(Signature with date and stamped)

BID REFERENCE: BEE/PC/05/2019

QUALIFYING REQUIREMENT DATA

(To be enclosed in the Envelop mark with 'Part-1:Technical Bid')

Bidders Name & Address:

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

Dear Madam/Sir,

In support of our meeting the Qualifying Requirements (QR) for bidders stipulated in Clause 6 (Eligible Bidders). We meet the stipulated QR as mentioned based on the following:

a) The details of work carried in the past in regard to execution of similar type of work is as given below:

Sl. No.	Customer / Client Name	Type of Work	Worth of Work in (₹Lakhs)	Date of Execution

Note: Attach the copies of Work Orders / Letter of Award of the above-mentioned Work.

- b) The copy of the audited balance sheet of last 3 years, PAN No. and GST registration certificates are attached.
- c) In support of our credibility to execute the work, we are enclosing following supporting documents (if any).
- i) Undertaking that bidders has not been blacklisted
 - ii) Valid CMMi3 certificate
 - iii) Valid ISO 27001 certificate

Date:

(Signature)

Place:

(Name of Authorized Official)

(Designation)(Company Seal)

BID REFERENCE: BEE/PC/05/2019

BID PROPOSAL SHEET (BPS)(On Bidder's Letterhead)

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

Price break-up for design and development of Painting Competition Portal with AMC for 3 years. (Prices of all accessories, components etc. associated with items are to be included in Bidders quoted price for all these items)

A. Total Price

Sl. No.	Description of Items	Price (excluding GST & duties) (₹)
1.	Designing, Developing, Implementation of Customized Web Portal on Painting Competition	
2.	Applicable GST (@ _____ %)	
3.	Other Duties, if any (please specify)	
3(i)	_____ (@ _____ %)	

Total Price of A (1) in Words: _____

B. AMC for 2 Years

Sl. No.	Description of Items	Price (excluding taxes & duties) (₹)
1.	For 1 st Year	
2.	For 2 nd Year	
	Grand Total (B)	
3.	Applicable GST (@ _____ %)	
4.	Other Duties, if any (please specify)	
4 (i)	_____ (@ _____ %)	

Grand Total (B) Price in Words: _____

Date:

(Signature)

Place:

.....

(Name of Authorised Official)

(Designation)

(Company Seal)

BID REFERENCE: BEE/PC/05/2019

DEVIATION SCHEDULE

Bidders Name & Address:

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

We declare that our price components are on FIRM BASIS, and we also declare that our bid has no technical and commercial deviation.

Date:
Place:

(Signature)
.....
(Name of Authorised Official)
(Designation)
(Company Seal)

PROFORMA OF “AGREEMENT”

(To be executed on ₹100/- Non-Judicial stamp paper)

This Agreement made this day of two thousand between Bureau of Energy Efficiency (BEE) having its office at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi 110 066 (herein after referred to as “Owner” or “BEE”, which expression shall include its administrators, successors and assign) on one part and (Name of the Contracting Co.) (herein after referred to as the “Contractor”, which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS BEE invited Bids for designing, developing, implementation and maintenance of customized web portal on painting competition on energy conservation at Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066, as per its Bid Specification No., BEE/PC/01/2018.

AND WHEREAS(Contractor Name).....had participated in the above referred bidding vide their Proposal No. Dated and awarded the Contract to (Contractor Name) on terms and conditions documents referred to therein, which have been acknowledged by (Contractor Name) resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

1.0 Award of Contract

BEE awarded the Contract to (Contractor Name) for the work comprising of designing, developing and implementation of web portal on painting competition on energy conservation at Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066 on the terms and conditions contained in its Letter of Award No..... Dated and the documents referred to therein. The award has taken effect from aforesaid letter of award. The terms and expressions used in the Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

2.0 Brief Scope of work is specified below:

#	Details
1	Study, Requirement understanding and Analysis with respect to developing new Portal.
2	Design and Development of Web Portal.

3	Content Management System (CMS) of the Portal for progress and current status, media reports, if any and periodic archiving the old contents automatically, etc.
4	Agency would be required to provide off-site Warranty, Maintenance, and Technical Support from the date of issue of completion certificate.
5	To ensure that portal comply with the 'Guidelines for Indian Government Websites (GIGW)' in full along with mobile compatibility.
6	Identify and execute training requirements for successful execution of project along with preparation of User Manual.
7	Provision of an FAQ (Frequently Asked Questions) page to address common user queries.
8	Annual maintenance for 2 years

3.0 Documentation

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents")

- a) The Bidding Documents
- b) Proposal Sheets submitted by(Contractor Name).....
- c) BEE Letter of Award No. dated.....Duly acknowledged by(Contractor Name).....

All the aforesaid Contract Documents shall form an integral part of this Agreement in so far as the same or any parts conform to the Bidding Documents and what has been specifically agreed to be the "BEE" in its Letter of Award.

Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor is deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the "Agreement".

4.0 Conditions and Covenants

The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damage and all other terms and conditions are contained in BEE Letter of Award No..... dated..... read in conjunction with other aforesaid Contract Documents.

5.0 Time Schedule

Time is the essence of the Contract and time schedules shall be strictly adhered to. (Contractor Name) M/s..... shall perform the work in accordance with the agreed schedules.

6.0 Quality Plan

The Contractor shall adhere to the know Government of India standards of quality of designing web portal e.g. Guidelines for Indian Government Websites (GIGW), CMMI Maturity level 3 or higher / Capability Approval as per ISO 27001.

7.0 Payment Schedule

The payment to the contractor will be made by the (BEE) on the recommendation of Deputed Official / Project Coordinator - BEE.

8.0 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence by terms and conditions contained in the Agreement. Any modifications of the Agreement shall be affected only by a written instrument signed by the authorized representative of both the parties.

9.0 Settlement of Dispute

It is specifically agreed between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and Arbitration as specified in Clause 29, Section 3, CoC (Conditions of Contract). New Delhi courts alone shall have exclusive jurisdiction over the same.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at **Delhi**.

(Owners Signature)

(Contractors Signature)

.....
(Name of Authorised Representative)

.....
(Name of Authorised Representative)

(Designation)
(Company's Seal)

(Designation)
(Company's Seal)

WITNESS:

1.

2.

3.

4.

BID REFERENCE: BEE/PC/05/2019

CHECKLIST

Bidders Name & Address:

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

Sl. No.	Item Description	To be submitted with	Cover (Envelop)
1	Earnest Money Deposit	Earnest Money Envelope	Cover-I (Earnest Money)
2	Proposal (Proposal)	Earnest Money Envelope	Cover-I (Earnest Money)
3	Qualifying Requirement Data	Technical Bid Envelope	Cover-II (Technical Bid)
4	Deviation Schedule	Technical Bid Envelope	Cover-II (Technical Bid)
5	Bid Proposal Sheet (BPS)	Price Bid Envelope	Cover-III (Price Bid)

Date:

(Signature).....

Place:

.....

(Name of the Authorised Official)

(Designation).....

(Company Seal)