



EOI for Online Examination for certification of Energy Managers and Auditors on Built Own and Operate (BOO) Basis

Expression of Interest

Online Examination for Certification of Energy Managers and Energy Auditors - BOO
Basis

Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan
R. K.Puram, New Delhi - 110 066 (INDIA)
Telephones : +91 11 26179699
Fax : +91 11 26178352



Description

Notice Inviting Expression of Interest (EOI) for Online Examination for Certification of Energy Managers and Energy Auditors - BOO Basis

Table of Contents

Letter of Invitation..... 6

Highlights of the RFP 7

Introduction 7

 About the Organization 7

 Mission 7

 Objectives 7

 Thrust Areas..... 7

 Activities of Bureau 8

 Regulatory Functions as per EC Act 8

 Promotional Functions as per EC Act 8

 Powers accorded to the Bureau 9

Need for National Level Certification Examination 11

Current scenario..... 11

Proposed Scenario - Migrate to online 12

Specifications of Project 13

Timelines for Implementation..... 14

Instructions for Preparation of Proposal 14

 1. Introduction..... 14

 2. Qualification criteria..... 14

 3. Eligibility of Consortium of Vendors..... 15

 4. Important Dates 15

 5. Clarification and Amendment of RFP Documents..... 15

 6. Address of Correspondence 16

 7. Cost incidental to RFP Preparation..... 16

 6. Site Conditions 16

 7. Preparation of Proposal 16



10. Earnest Money Deposit	17
11. Submission, Receipt and Opening of Proposals	17
12. Last Date of Submission for Bids	18
13. Late Bids	18
14. Period of validity of Bids.....	18
15. Modification & Withdrawal of Bids.....	19
16. Terms & Conditions for Bidders	19
17. Clarifications on Bids	19
18. Contract Deviations	20
19. Bidder Qualifications	20
20. Right to Waive Minor Irregularities.....	20
21. Change in Contractor Representatives.....	20
22. Right To Publish	20
23. Compliance with Mandatory Requirements	20
24. Requests for Bidder Clarifications	20
25. External Information Sources.....	21
26. Legal Relationship.....	21
27. Collusive Proposal.....	21
28. Return of Information to BEE	21
29. Conflict of Interest.....	21
30. False or Misleading Claims	22
31. No Reliance.....	22
32. Evaluation of Proposal.....	23
Please refer to Appendix "FINANCIAL EVALUATION MATRIX" for a working template.....	24
33. Amendment to the Contract	24
34. Assignment sub contract	24
35. Taxes & Duties	24
General Terms & Conditions	25
1. Signing of Contract	25
3. Delay in the Vendor's Performance	25
4. Termination for Default.....	25
5. Roles & Responsibilities.....	26



6. Confidentiality	26
7. Liability Contract – towards ‘The Client’	26
8. Patents.....	27
9. Indemnification	27
10. Settlement of Disputes.....	27
11. Governance of Laws	28
12. Dispute Settlement Jurisdiction	28
13. Currency of Payment.....	28
14. Termination	29
15. Suspension of Obligation.....	29
16. Force Majeure	29
17. Governing Language.....	30
18. Insurance taken by the Vendor	30
19. Bankruptcy.....	30
20. Handling of Document/ Confidentiality	31
21. Contract Agreement.....	31
22. Modification of Scope of Work.....	31
23. Fairness & Good Faith	31
24. Corrupt & Fraudulent Practices.....	32
25. Assignment	32
26. No Waiver of rights.....	33
27. Certificate not to affect right of owner and liability of Contractor	33
28. Grants, Commissions and Gifts etc.....	33
29. Enforcement of Terms.....	33
30. Defense of Suits.....	33
Data Sheet.....	34
1. Information for bidders regarding Proposal.....	34
2. Authorised Representative:.....	35
3. Commencement of Assignment	Error! Bookmark not defined.
Technical Proposal Forms.....	36
Technical Form 1 – Cover Letter.....	36
Technical Form 2: List of Similar Project executed in last 5 years.....	37



Technical Form 3 – Comments and Suggestions on the Terms of Reference	38
Comments	38
Suggestions.....	38
Financial Proposal Forms	39
Financial Proposal – Cover Letter	39
Financial Form 2: Form for calculating of Net Present Value.....	40
Appendix	41
CANDIDATE FEES	41
ELIGIBILITY CRITERIA	42
TECHNICAL EVALUATION MATRIX.....	43
FINANCIAL EVALUATION MATRIX.....	44
PROFORMA FOR TECHNICAL INFORMATION	45
PROFORMA FOR SUBMISSION OF COMPANY SPECIFICATION	46
SCOPE OF A EVALUATION CENTRE	47



Information to Bidder

Letter of Invitation

This Expression of Interest (EOI) Document is for the “ Online Examination for Certification of Energy Managers and Energy Auditors - BOO Basis”

The Government of India set up Bureau of Energy Efficiency (BEE) (Website: <http://www.bee-india.nic.in>) on 1st March 2002 under the provisions of the Energy Conservation Act, 2001. The mission of the Bureau of Energy Efficiency is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act, 2001 with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in all sectors.

The objective of this engagement is to invite “Expression of Interest (EOI) for the conduct of “ Online Examination for Certification of Energy Managers and Energy Auditors - BOO Basis””.

Interested bidders may download the EOI document from the website <http://www.bee-india.nic.in> or may obtain the same from BEE, 4th Floor, Sewa Bhavan, R.K. Puram, New Delhi -110066, on payment of Rs. 20,000/- (Rupees Twenty thousand only), from 26th February 2009 upto March 20, 2009 between 1000 hrs and 1700 hrs on working days. The payment will be accepted in the form of crossed demand draft drawn on any scheduled bank, payable at par in New Delhi in favour of Bureau of Energy Efficiency, New Delhi. In case of downloading the EOI document, intimation in writing must be sent to this effect to Secretary, BEE on the email address. If such intimation is not received, the bid may be treated as unresponsive.

Last Date for Submission of EOI: 1600 hours (IST) on April 6th , 2009

You may contact Secretary, BEE (Tel:(+91)-11-2617-9691, Fax:(+91)-11-2617-8352 Email: saurabhkumar@nic.in) for any clarification.

Dr. Ajay Mathur
Director General, BEE



Highlights of the RFP

S No	Details	By When
1	Publishing of the RFP	February 26, 2009
2	Pre Bid Queries (Last date)	March 15, 2009
3	Pre-Bid Conference (if necessary)	March 20, 2009
4	Bid submission	April 6, 2009 till 1500 hrs
5	Technical Bid Opening	April 6, 2009 at 1700 hrs

Introduction

About the Organization

The Bureau of Energy Efficiency (the Bureau) has been established with effect from March 1, 2002 under the Societies Registration Act, 1860, under the Ministry of Power. During the setup of the organization, the erstwhile Energy Management Centre was merged with the Bureau.

Mission

The mission of Bureau of Energy Efficiency is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act (EC Act), 2001, with the primary objective of reducing energy intensity of the Indian activity. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in all sectors.

Objectives

- ✓ Provide a policy framework and direction to national energy conservation activities
- ✓ Coordinate policies and programmes with stakeholders on efficient use of energy
- ✓ Establish systems and procedures to measure, monitor and verify energy efficiency improvements
- ✓ To leverage multilateral, bilateral and private sector support in implementation of programmes and projects on efficient use of energy and its conservation
- ✓ To coordinate policies and programmes on efficient use of energy and its conservation with the involvement of stakeholders
- ✓ To plan, manage and implement energy conservation programmes as envisaged in the Energy Conservation Act
- ✓ To demonstrate energy efficiency delivery mechanisms as envisaged in the Energy Conservation Act, through public private partnership
- ✓ To establish systems and procedures to measure, monitor and verify energy efficiency results in individual sectors as well as at the national level

Thrust Areas



- ✓ Indian Industry Programme for Energy Conservation
- ✓ Demand Side Management
- ✓ Standards and Labeling programme
- ✓ Energy Conservation Building Codes
- ✓ Energy Efficiency in Building and Establishments
- ✓ Professional Certification and Accreditation
- ✓ Manuals and Codes
- ✓ Energy Efficiency Policy Research Programme
- ✓ Energy Conservation Awareness in School Education
- ✓ Delivery Mechanisms for Energy Efficiency Services

Activities of Bureau

The Energy Conservation Act, 2001 has mandated the functions of the Bureau. They have been broadly divided into Regulatory and Promotional functions for the Bureau.

BEE co-ordinates with designated consumers, designated agencies and other organizations and recognize, identify and utilize the existing resources and infrastructure, in performing the functions assigned to it under the Energy Conservation Act.

Regulatory Functions as per EC Act

- ✓ Recommend to the Central Government the norms for processes and energy consumption standards required to be notified for any equipment, appliance which consumes, generates, transmits or supplies energy.
- ✓ Recommend to the Central Government on details required to be displayed on equipment or on appliances and manner of their display
- ✓ Recommend to the Central Government for notifying any user or class of users as designated consumers
- ✓ Take suitable steps to prescribe guidelines for energy conservation building codes
- ✓ Specify qualifications for the accredited energy auditors
- ✓ Specify the manner and intervals of time in which the energy audit will be conducted
- ✓ Specify certification procedures for energy managers to be designated is appointed by designated consumers
- ✓ Activities focusing on designated consumers
 - ⇒ Develop specific energy conservation norms
 - ⇒ Certify Energy Managers and Energy Auditors
 - ⇒ Accredite Energy Auditors
 - ⇒ Define the manner and periodicity of mandatory energy audits
 - ⇒ Develop reporting formats on energy consumption and action taken on the recommendations of the energy auditors

Promotional Functions as per EC Act



- ✓ The EC Act has outlined major promotional activities for Bureau of Energy Efficiency to undertake:
- ✓ Create awareness and disseminate information on energy efficiency and conservation
- ✓ Arrange and organize training of personnel and specialists in the techniques for efficient use of energy and its conservation
- ✓ Strengthen consultancy services in the field of energy conservation
- ✓ Promote research and development
- ✓ Develop testing and certification procedures and promote testing facilities
- ✓ Formulate and facilitate implementation of pilot projects and demonstration projects
- ✓ Promote use of energy efficient processes equipment, devices and systems
- ✓ Take steps to encourage preferential treatment for use of energy efficient equipment of appliances
- ✓ Promote innovative financing of energy efficiency projects
- ✓ Give financial assistance to institutions for promoting efficient use of energy and its conservation
- ✓ Prepare educational curriculum on efficient use of energy and its conservation
- ✓ Implement international co-operation programmes relating to efficient use of energy and its conservation
- ✓ Levy Fee for services provided for promoting efficient use of energy and its conservations

Powers accorded to the Bureau

- ✓ The EC Act has accorded the following powers to the Bureau:
- ✓ The Bureau may, by general or special order in writing, delegate to any member, member of the committee, officer of the Bureau or any other person subject to such conditions, if any, as may be specified in the order.
- ✓ Every designated consumer or manufacturer of equipment or appliance specified under Clause b of Section 14 shall supply the Bureau with such information, and with such samples of any material or substance used in relation to any equipment or appliance as the Bureau may require. However the Central or the State Governments can decide whether any of the identified designated consumers are exempt from supplying this information to the Bureau keeping public interest in mind
- ✓ The Bureau, with the prior approval from the Central Government can undertake all the below mentioned activities:
- ✓ The times and places of meetings of the Governing Council and the procedure to be followed at such meetings
- ✓ The members of the advisory committees constituted
- ✓ The power and duties that may be exercised and discharged by the Director General of the bureau



- ✓ The levy of fee for services provided for promoting efficient use of energy and its conservation
- ✓ The list of accredited energy auditors
- ✓ The qualifications of accredited energy auditors
- ✓ The manner and the intervals of time in which the energy audit shall be conducted
- ✓ Certification procedure for energy managers
- ✓ Particulars required to be displayed on label and the manner of their display
- ✓ The manner and the intervals of time for conducting an energy audit by an auditor
- ✓ Any other matter which is required to be, or may be specified



Need for National Level Certification Examination

As per the Energy Conservation Act 2001, it is mandatory for the designated consumers to designate or appoint an Energy Manager (under clause 12(I)). BEE has been empowered to specify the qualification criteria and procedures for the certification of Energy Managers and qualifications for Accredited Energy Auditors.

The Energy Conservation Act, 2001 has sought to promote energy efficiency in highly energy intensive sectors such as industry, buildings, railways etc., by mandating them as designated consumers to use accredited energy auditors to carry out periodic energy audits, and to employ energy managers to oversee the energy use in the unit, including the implementation of the recommendation of the energy auditors. The Act also charges this Bureau with the responsibility of certifying energy auditors and energy managers.

The passing of the National Level Certification examination is the qualification for an Energy Manager to be appointed or designated as Certified Energy Manager. For accreditation of Energy Auditors, certification of Energy Auditor may be one of the prerequisites besides other criterions before an Energy Auditor is considered for accreditation. It will be the accredited Energy Auditor who will be allowed to conduct the mandatory energy audit under the Energy Conservation Act 2001 and not the certified Energy Auditor.

The Bureau has successfully conducted seven National Certification Examinations since 2004. The seventh National Certification Examination is now being launched and we hope that it will further add substantially to the pool of energy managers and energy auditors in the country.

The national level certification examination, conducted by a National Certifying Agency, establishes a uniform criterion for the certification of energy managers/energy auditors and also ensures that services of qualified persons, having the requisite knowledge on the subject, are available to the industries specifically to those that come under the energy conservation act of 2001.

The certification examination will be conducted based on the syllabus/curriculum approved by the Bureau. The proposed syllabus will go under modifications from time to time based on the feedback received and future developments. The requisite modifications will be incorporated by the national level certification agency in the syllabus in consultation with the Bureau from time to time.

Current scenario

The Bureau of Energy Efficiency has retained the National Productivity Council (NPC) as the National Certifying Agency, which would conduct the National Level Certification Examination for Energy Managers & Energy Auditors. National Productivity Council has also prepared guidebooks for the Examination, which would be supplied to all candidates registering for the Examination.



NPC carries out the following activities as a National Certifying Agency: -

- 1) Dr. Ambedkar Institute of Productivity (AIP), NPC, Chennai, will receive and process the applications from the candidates and register them as per the laid down procedures.
- 2) NPC will send all necessary instructions in respect of the Certifying Examination and other details such as the venue of examination, timings, code of conduct for the candidates who are registered for the examination for Energy Managers and Energy Auditors.
- 3) NPC will administer the examination every 6 months in all the centres.
- 4) NPC would issue the Certificates and Credentials under the seal of Bureau of Energy Efficiency, a statutory body under Ministry of Power, Government of India to the successfully passed eligible candidates.

Proposed Scenario - Migrate to online

The Bureau of Energy Efficiency now intends to have the above process migrated to online examination. The examinations will be administered online.

The exams will be held online in the centers across India, ensuring the security and quality standards. The online examination facility should initially be able to accommodate at least 1000-2000 candidates annually and be extendable to cater to the growing demands

The online exams will empower BEE to

- a) Ensure uniformity in the exams administered
- b) Accelerate the capacity building of Energy Auditors
- c) Monitor through a centralized system

The following broad activities will be included: -

1. Receive and process the applications online from the candidates and register them as per the laid down procedures
2. Send all necessary instructions in respect of the Certifying Examination and other details such as the venue of examination, timings, code of conduct for the candidates who are registered for the examination for Energy Managers and Energy Auditors
3. Administer the online examination every 6 months in all the centers as per the existing format
4. Updating of content and question bank
5. Updating of certified energy managers/auditors



However, the issue of the Certificates and Credentials under the seal of Bureau of Energy Efficiency, a statutory body under Ministry of Power, Government of India to the successfully passed eligible candidates will be done by Bureau of Energy Efficiency only

Specifications of Project

The current paper and pen examination will be administered online. The detailed specifications of the project are as described below:

1. Interactive training capability
 - a) Content: The course certified by BEE should be developed and digitized for ease of use by candidates
 - b) Capacity: Should have the facility to provide online mock exams for over 1000 trainees concurrently
 - c) Service provision: provision of online mock examination to registered users/examine to enhance their capabilities to appear in the online exam
2. Online Testing Centers:
 - a) Hardware: Workstation (Appendix D)
 - b) Software: Testing centers are required to have appropriate software licenses for all Operating systems and application software installed on the workstations used for delivering tests.
 - c) Testing centres: A minimum of 25 testing centers, for at least 15-20 persons each, across India with presence in the major cities. Capacity to evaluate at least 1000-2000 candidates concurrently through online platform
 - d) Assessment: The online exams should test the candidates in all aspects of the exam as it does in the current system.
 - e) Security: To ensure integrity of the process,
 - Candidates must provide a photo ID and signature on the day.
 - Candidates have to provide their identity when they enter the testing room each time.
 - Test Administrator Personnel have line of sight of all PCs.
 - The test administrator personnel are certified personnel.
3. Help Desk: 12/7 service to assist candidates with the registration, training and examination process support, ensuring smooth conduct of exams and training.
4. Others:
 - Payment Gateway: Software should support electronic payment of the various fees at time of candidate registration/rescheduling/canceling etc.



- E-mail alerts: Software should provide various alerts on the e-mail to BEE officials, candidates etc.
- MIS Reports : Various MIS reports needed at BEE must be generated through the system

5. Contract Period: The selected vendor would have to stay committed for a minimum period of five (5) years, unless in the event of non-compliance where BEE exercises the right to terminate the contract.

Timelines for Implementation

The project must be implemented within one year of the issue of letter of intent from concept to launch, including establishing data bases of questions and mock and practice examinations.

Instructions for Preparation of Proposal

1. Introduction

- a. BEE will select a vendor from among those bidders who are submitting bids and to whom the RFP has been issued in accordance with the method of selection by public notice
- b. Detailed scope of work has been defined in the Section on Scope of Work
- c. The date, time and address for submission of the proposals has been given in the data sheet.
- d. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected vendor.

2. Qualification criteria

The service provider interested in being considered for this for this project fulfills the following criteria:

- Should be a company having experience working in education/online testing and related sectors in India with at least 5 years of educational and training experience across India (preferably having presence in all the major states)
- A minimum annual turnover of INR 5 Crore in each of the preceding three financial years ended with 31st March 2008;
- The bidders have to submit copies of balance sheets of last three financial years (up to 31st March, 2008); and should have been profitable for at least two (2) of the last three (3) years i.e FY 2005-06, 2006-07 and 2007-08.



EOI for Online Examination for certification of Energy Managers and Auditors on Built Own and Operate (BOO) Basis

- Should have
 - a) Infrastructure to conduct Online Examination with a facility to scale up

- Technical knowledge and experience in the areas of:
 - a) Web enabled application software architecture, RDBMS-based, using SQL compliant Dot Net platform
 - b) Capacity to develop, build and deploy Online Assessment Engine
 - c) Network and Information Security Standards in
 - Data Protection and Retention
 - Back up and Recovery (Including Disaster Recovery and Service Continuity)
 - Security Appliances (Firewalls, VPN Gateways, Content filtering, Wi-Fi)
 - Electronic Mail
 - SPAM Prevention
 - Anti Virus
 - Password Selection
 - Early Warning Systems (Intrusion Prevention)
 - Computer Emergency Response Teams (CERT)
 - Digital Signature

 - d) Experience in conducting Online Evaluation for globally-recognized examinations/tests

3. Eligibility of Consortium of Vendors

Any kind of consortium, where in two or more independent companies or entities form a consortium to provide the services asked for, will not be allowed.

4. Important Dates

Sno	Details	By When
1	Publishing of the RFP	February 26, 2009
2	Pre Bid Queries (Last date)	March 15, 2009
3	Pre-Bid Conference (if necessary)	March 20, 2009
4	Bid submission	April 6, 2009 till 1500 hrs
5	Technical Bid Opening	April 6, 2009 at 1700 hrs

5. Clarification and Amendment of RFP Documents

- The bidder may request clarifications on any clause of the RFP documents up to



15th March 2009. Any request for clarification must be sent in writing, or by standard electronic means to BEE's address indicated in the Data Sheet.

- The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all prospective bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure mentioned below.
- At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. The bidders may acknowledge receipt of all amendments. To give the bidders, reasonable time in which to take an amendment into account in their Proposals, the Client/ Purchaser may, if the amendment is substantial, extend the deadline for the submission of Proposals.

6. Address of Correspondence

The Bidder shall send correspondence / communication at the official mailing address, e-mail and fax number as mentioned by the Client in the Data Sheet.

7. Cost incidental to RFP Preparation

Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. BEE is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidders.

6. Site Conditions

Bidders should contact the Employer's representative for their visit, if required to obtain additional information. Bidders should ensure that BEE representatives are advised of the visit well in time to allow them to make appropriate arrangements for supply of information. All costs related to the visits shall be borne by the interested bidder.

7. Preparation of Proposal

The bidders are requested to submit a Proposal written in the language(s) specified in the Data Sheet. The bidder is requested to confirm by e-mail to saurabhkumar@nic.in after successfully downloading the RFP document. IT IS INTIMATED THAT FAILURE TO SEND THE E-MAIL WILL LEAD TO REJECTION OF THE BID INSTANTANEOUSLY.

Technical Proposal

- a. In preparing the Technical Proposal, the bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the



information requested may result in rejection of a Proposal.

b. The Technical proposal should provide the following information using the attached Technical Forms:

- Any additional information requested in the Data Sheet.
- The Technical Proposal shall not include any financial information.

Financial Proposal

- In preparing the Financial Proposal, the bidders are expected to take into account the requirements and conditions of the RFP document. The Financial Proposal should follow Standard Forms. It lists all costs associated with the Assignment.
- The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the bidders.
- The Bidders should express the price in Indian Rupees.
- The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders who do not agree, have the right not to extend the validity of their proposals.

10. Earnest Money Deposit

- An Earnest Money Deposit (EMD) of Rs. 5 lakh in the form of DD drawn in favor of Bureau of Energy Efficiency and payable at New Delhi must be submitted along with the Proposal.
- Proposals not accompanied by EMD shall be rejected as non-responsive.
- No interest shall be payable by the Client for the sum deposited as EMD.
- No bank guarantee will be accepted in lieu of the earnest money deposit.
- The EMD of the unsuccessful bidders would be returned within one month of signing of the contract

The EMD shall be forfeited in case of the following events:

- If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof
- If the Proposal is varied or modified in a manner not acceptable to the bidder after opening of Proposal during the validity period or any extension thereof
- If the bidder tries to influence the evaluation process

11. Submission, Receipt and Opening of Proposals

- The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who has signed the proposal must initial such corrections.



Submission letters for both Technical and Financial Proposals should respectively be in the formats.

- b. An authorized representative of the bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- c. Two copies of the Technical and Financial proposals should be submitted.
- d. The signed Technical and Financial Proposals shall be marked "ORIGINAL". The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL"
- e. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and shall be clearly marked "DO NOT OPEN, BEFORE 17:00 hrs on APRIL 6th, 2009". The Bidders shall seal and mark the original and each copy of the Bid strictly as stipulated. The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for proposal rejection.
- f. Telegraphic / Tele fax / Telex / E-mail submissions / quotations will not be accepted.
- g. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- h. The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Client no later than the time and the date indicated in the Data sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.

12. Last Date of Submission for Bids

The bids should be submitted no later than 15:00 on April 6th, 2009.

13. Late Bids

Any bid received by the Client after the appointed time on the last date for receipt of bids prescribed by the Client, will be rejected and/or returned unopened to the Bidder.

14. Period of validity of Bids

Bids shall remain valid for 180 days after the date of submission of the proposal. A bid valid for a shorter period may be rejected as non-resp



onsive.

In exceptional circumstances, the Client may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request will not be required nor permitted to modify its bid.

15. Modification & Withdrawal of Bids

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Client prior to the last date prescribed for receipt of bids.

a Amended Proposals

A Bidder may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. BEE personnel will not merge, collate, or assemble proposal materials. No bid shall be modified subsequent to the last date for receipt of bids.

b. Bidder's Rights to Withdraw Proposal

Bidders will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the concerned authority mentioned in the datasheet.

The withdrawal requests received after the deadline for receipt of the proposals will not be accepted.

No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified herein. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.

16. Terms & Conditions for Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of their bids. In case terms and conditions of the contract applicable to this tender are not acceptable to any Bidder, he should clearly specify deviations in its bid in the stipulated format "Statement of Deviations from General Conditions of Contract" given in this Tender Document.

17. Clarifications on Bids

When deemed necessary, the Bidder may seek clarifications on any aspect



from the Bidder. However, if price change is envisaged due to any clarification, supplementary bid in a separate sealed cover, commensurate with addition/ deletion only, shall be submitted prior to price bid opening only if agreed by the Bidder.

18. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between BEE and the selected Bidder and shall not be deemed an opportunity to amend the Bidder's proposal.

19. Bidder Qualifications

The Evaluation committee may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this RFP.

The Evaluation committee will reject the proposal of any Bidder who is not a responsible Bidder or fails to submit a responsive offer.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

BEE reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

22. Right To Publish

Throughout the duration of this bidding process and contract term, potential Bidders must secure from BEE written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's proposal or termination of the contract.

23. Compliance with Mandatory Requirements

All proposals will be reviewed for compliance with the mandatory requirements as contained within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

24. Requests for Bidder Clarifications

The Evaluation Committee may at its sole discretion contact the Bidder for clarification of the



response.

25. External Information Sources

The Evaluation Committee may use other sources of information in proposal evaluation as required

26. Legal Relationship

"Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

27. Collusive Proposal

Bidders and their employees, agents, advisors and any other person associated with the bidder, must not engaged in any collusive proposal, anti competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgment of response.

In addition to any other remedies available under any law or any contract, BEE reserves the right, in its sole and absolute discretion, to reject any submission lodged by a bidder that engaged in any collusive proposal, anti competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgment of proposals.

28. Return of Information to BEE

BEE reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by BEE (whether confidential or otherwise and without regard to the type of media on which such information was provided to any bidder, including all copies of such information) be:

- Returned to BEE, in which case the bidder must promptly return all such information to the address identified by BEE; or
- Destroyed by the bidder, in which case the bidder must promptly destroy all such information and provide BEE with written certification that it has been destroyed.

29. Conflict of Interest

The Client requires that Vendors provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, Vendors, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities:



- a. A firm that has been engaged by the Client to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job.
- b. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output.
- c. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job should not be hired for the Assignment/job in question.
- d. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- e. The vendor have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client , or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Client comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

30. False or Misleading Claims

BEE may in its absolute discretion exclude or reject any proposal that in the reasonable opinion only of BEE contains any false or misleading claims or statements. BEE has no liability to any person or agency for excluding or rejecting any such proposal.

31. No Reliance

Bidders must form independent judgments about any information and other figures in the RFP. Bidders must make their own enquiries to form their judgments. BEE has no liability to any person who acts or fails to act in reliance on any information or figures in this RFP.



32. Evaluation of Proposal

a. General

- From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by bidders to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bidder's Proposal.
- The client will constitute an Evaluation Committee that will carry out the entire evaluation process.
- The evaluation will take into account the bidder's financial, technical and production capabilities and past performance based on an examination of the documentary evidence of the bidders qualification submitted by the bidder as well as any other information that the purchaser deems necessary and relevant.
- The Bidders must meet the Eligibility Criteria before being considered for the bidding.
- Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened. The combined score of both will be used for selection of the vendor.
- The Chairman of the technical committee appointed by the BEE reserves the right to accept/reject any or all of the bids without assigning any reason whatsoever. The decision of the Chairman shall be final and binding on all bidders.

b. Supporting documents to be furnished

The specific experience of the service provider would be evaluated on the basis of the following information provided in along with the bid documents.

- Evidence of having successfully carried out assignments
- Evidence of having successfully carried out assignments with Government
- Sufficient size, organization, and management to carry out the entire work
- Specialized skills and experience related to assignment
- The qualification of employees in the content development team
- Should have adequate capability to deploy adequate personnel
- Should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract
- Should not be black-listed by any central/State Government/Public Sector Undertaking in India

Evidences of all points above should be submitted in the form of supporting documents.

c. Technical Evaluation

Please refer to the Appendix "Technical Evaluation Matrix"

d. Evaluation of financial Proposals

Only proposals that qualify Technical valuation would be proceeded with for Financial



Evaluation. Financial Evaluation bid will be evaluated on the basis Net Present Value calculated for the cash flows for over the period of 5 years of contract.

The cash flows will be calculated considering the following components:-

- a) Any additional Capital expenditure the vendor company/entity requires for each year of its existence from BEE
- b) Any additional Operation expenditure the vendor company/entity requires for each year of its existence from BEE
- c) The royalty per candidate any company/entity can share with BEE each year

Component (a) and component (b) will be treated as a negative cash flow, and component (c) will be treated as a positive cash flow

Please refer to Appendix "FINANCIAL EVALUATION MATRIX" for a working template

Please consider the following assumptions-

- The candidate Fees will be collected by the Vendor. The Fees will be reserved as given in the Appendix "CANDIDATE FEES" – as is being charged currently by BEE
- Discount rate at 13%
- 1500 candidates appearing for the exam annually
- Any cash flow, negative or positive, will be considered at the end of each year for the purpose of calculations
- Assume

The vendor with the highest NPV will be selected as a preferred vendor.

However, BEE in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the bid submitted by the service provider.

33. Amendment to the Contract

No variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Vendor and the Client.

34. Assignment sub contract

The Bidder shall not assign or sub contract, in whole or in part, its obligations to perform under the Contract, except with written prior permission of the Client.

35. Taxes & Duties

All Custom Duties, Excise Duties, Sales Taxes, levies, local taxes, VAT work contract tax and



other Taxes and Duties, Levies payable by the bidders in respect of the transaction between the bidders and their vendors/sub-suppliers while procuring any components, sub assemblies, raw-materials and equipment shall be included from the bid price and no separate claim on this behalf will be entertained by the owners.

Wherever Excise duty is applicable, the due credit under the MODVAT (Modified Value Added Tax) scheme as per the relevant Government policies wherever applicable, shall be taken into account by the Bidder while quoting bid price.

As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

General Terms & Conditions

1. Signing of Contract

At the same time as BEE notifies the successful bidder the Letter of Intent (LoI) will be issued and agency will submit a non-judicial stamp paper of Rs 100 (or as applicable at the time of signing the contract) for execution of the contract.

Failure of the successful bidder to sign the contract proposed through the award letter/LoI, shall constitute sufficient grounds for the annulment of the award, in which event, BEE may make the award to the next successful bidder.

3. Delay in the Vendor's Performance

If at any time during performance of the Contract, the Vendor should encounter conditions, not attributable to him or his associates, impeding timely completion of the services under the contract and performance of the services, the Vendor shall promptly notify the Client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Client shall evaluate the situation and may at its discretion extend the Contract time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the Contractor for reasons other than those given in the above paragraph in the performance of its Contract obligations shall render the Vendor liable to any or all of the following:

- a. Imposition of Liquidated Damages
- b. Termination of the Contract for default

4. Termination for Default

The Client may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part if:

- a. The Vendor fails to deliver any or all of the obligations within the time



- period(s) specified in the Contract, or any extension thereof granted by the Client; or
- b. The Vendor fails to perform any other obligation(s) under the contract.

5. Roles & Responsibilities

A clear definition of roles and responsibilities of BEE and the Selected Vendor

a. Responsibilities of BEE

As owner of the Project, the role of BEE in the successful implementation of the project includes discharging the following responsibilities:

- To ensure that all the participating departments take active part in the implementation of the project
- To identify key points of contacts who would be able to dedicate quality time with the vendor
- To provide necessary infrastructure support and resources to the vendor during the development stage
- To handle the crucial change management
- To coordinate with departments, government departments and other stakeholders
- In the bid, the bidder must clearly spell out the responsibilities expected from BEE for successful implementation of the project. However, it is the prerogative of BEE to accept or reject the various responsibilities that are outlined in the proposal

b. Responsibilities of Vendor

- To fulfill all the tasks as outlined in the Scope of Work
- To ensure security of the data with adequate back-up measures.
- To make reports at specified periodic intervals on progress of the project
- To follow the terms and conditions as specified in this Tender document and in any other subsequent related documents

6. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

7. Liability Contract – towards 'The Client'

The Vendor's liability would be governed by the Applicable Laws of India,



8. Patents

The vendor shall hold harmless and indemnify BEE from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specification and plans furnished or recommended by the vendor.

The vendor shall promptly notify BEE in writing if the Vendor has or has acquired knowledge of any patent under which claim or suit for infringement could reasonable be brought because of the sue by BEE of any information, recommendation or specification, services rendered by the Vendor.

The Vendor, in such case, shall forthwith at its own cost make and furnish to BEE alternative specifications or recommendations to avoid the same and without putting BEE to any additional cost.

- If the vendor fails to perform any other obligation (s) under the contract; or
- If the vendor, in either of the above circumstances, does not remedy its failure within a period of 7 days after receipt of the default notice from BEE
- If the vendor in the judgment of BEE has engaged in corrupt or fraudulent practices in competing or in executing the contract.

In the event, BEE terminate the contract in whole or in part, BEE may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the Vendor shall be liable to BEE for any risk and costs for such similar services. However, the vendor shall continue performance of the contract to the extent not terminated. In addition, such action by BEE as aforesaid shall not relieve the Vendor of his liability to pay liquidates damages for delay in completion of works.

9. Indemnification

- a. The Vendor shall at all times indemnify and keep indemnified the Client /Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- b. The Vendor shall at all times indemnify and keep indemnified the Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Vendor's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Vendor.
- c. The Vendor shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- d. All claims regarding indemnity shall survive the termination or expiry of the Contract.

10. Settlement of Disputes



- a. Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case a dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, point b (arbitration) shall become applicable.
- b. Arbitration:
 - In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Vendor, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the Vendor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
 - Arbitration proceedings shall be held in India at the place indicated in Special Conditions and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Vendor. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

11. Governance of Laws

The contract shall be interpreted in accordance with the Indian laws.

12. Dispute Settlement Jurisdiction

Jurisdiction for filing any suit in case of any dispute shall be local courts at Delhi only.

13. Currency of Payment

Payment shall be made in Indian Rupees only.



14. Termination

a. Termination by Default

The Client may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part if:

- the Vendor fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by the Client; or
- the Vendor fails to perform any other obligation(s) under the contract

b. Termination by Insolvency

The Client may at any time terminate the Contract by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

15. Suspension of Obligation

The "Client" may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if the Vendor fails to perform any or all of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Vendor to remedy such failure, if capable of being remedied, within a period not exceeding ten days after receipt by the Vendor of such notice of suspension.

16. Force Majeure

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include:

- a. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor
- b. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.



Subject to below mentioned clause, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 10 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
- d. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through arbitration

17. Governing Language

The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. English shall be the binding and controlling language for all matters relating to the meaning and implementation of this document.

18. Insurance taken by the Vendor

The Vendor (i) shall take out and maintain insurance, at its own cost but on terms and conditions approved by the "Client", insurance against the risks and for the coverage, and (ii) at the "Client's" request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

19. Bankruptcy

If the vendor becomes bankrupt or have a receiving order made against it or compound with its creditors or being a Corporation commence to be wound up, not being a voluntary winding



up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them. BEE shall be at liberty:

- To terminate the engagement forthwith without any notice in writing to the vendor or to the liquidator or receiver or any person in whom the vendor may become vested.
- To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BEE.

20. Handling of Document/ Confidentiality

Except with the prior written consent of the "Client", the Vendor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Vendor and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

21. Contract Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

Modifications or Variations:

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

22. Modification of Scope of Work

The Client may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract.

If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within seven (7) days from the date of the Vendor's receipt of the Client's changed order.

23. Fairness & Good Faith

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



Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

24. Corrupt & Fraudulent Practices

It is the Client's policy to require that Clients as well as Vendors observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c. "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

Measures to be taken by the Client

- a. The Client may terminate the contract if it determines at any time that representatives of the Vendor engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- b. The Client may also sanction against the Vendor, including declaring the Vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Vendor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract.

25. Assignment

The Vendor shall not, without the express prior written consent of BEE, assign to any third party, the Contract or any other part thereof, or any right, benefit, obligation, or interest therein or there under.



26. No Waiver of rights

Neither the inspection by BEE or any of their agents nor any order by BEE for payment of money or any payment for or acceptance of, the whole or any part of the Works by BEE, nor any extension of time, nor any possession taken by BEE shall operate as a waiver of any provision of the Contract, or of any power reserved to BEE, or any right to damages here in provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

27. Certificate not to affect right of owner and liability of Contractor

Neither the payment made by BEE nor any extension of time for execution of the Works granted by BEE shall affect or prejudice the rights of BEE against the Vendor or relieve the Vendor of its obligations for the due performance of the Contract, or be interpreted as approval of the Works done or discharge the liability of the Vendor for the payment of damages whether due, ascertained or certified or not, or any sum against the payment of which it is bound to indemnify BEE, not the acceptance by it of any sum paid effect or prejudice the rights of the Vendor against BEE.

28. Grants, Commissions and Gifts etc

Any grant, commission, gift or advantage given, promised or offered by or on behalf of the Vendor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with BEE, shall, in addition to any criminal liability which it may incur, subject the Vendor to the cancellation of this and all other contracts and also to payment of any loss or damage to BEE resulting from any cancellation. BEE shall be entitled to deduct the amount so payable from any monies otherwise due to the Vendor under the Contract.

29. Enforcement of Terms

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, right or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

30. Defense of Suits

If any action in court is brought against BEE or an agent of BEE for the failure or neglect on the part of the Vendor to perform any acts, matter, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Vendor, his agents, representatives or his sub vendors, suppliers or employers, the Vendor shall in all such cases indemnify and keep BEE and the agent of BEE or his representatives, harmless from all losses, damages, expenses or decrees arising of such action.



Data Sheet

1. Information for bidders regarding Proposal

Sno	Particulars	Details
1.	The name of the Client is:	Bureau of Energy Efficiency 4 th floor , Sewa Bhawan New Delhi
2.	Method Of Selection	Lowest Cost Bidding System
3.	Technical and Financial Proposal are requested	As specified
4.	Name of Assignment	<u>Online Examination for Certification of Energy Managers and Energy Auditors - BOO Basis</u>
5.	Description of assignment scope	Kindly refer to the scope of work and requirements of functionalities
6.	Pre Bid conference will be held	Yes
7.	Contact Person	Shri Saurabh Kumar Secretary Bureau of Energy Efficiency 4 th floor , Sewa Bhawan New Delhi Phone number – 26179691 e-mail: saurabhkumar@nic.in
8.	Bid Processing Fees	INR 20,000 in favour of Bureau of Energy Efficiency Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.
9.	Clarifications	To be requested from the above



		mentioned official up to 7 days before the submission date
10.	Language of Proposal and all reports	English
11.	Period of Contract	36 months
12.	Minimum required experience of proposed key professional staff	Same role in similar projects
13.	Submission of Proposal	One original and one additional copy of the Technical proposal Financial Proposal. The information on the outer envelope should also include: PROPOSAL FOR "Selection of vendor for implementing e-filing solution on a turnkey basis' DO NOT OPEN BEFORE April 6 th , 2009 and 17:00' to be specified
14.	Validity of Proposal	Proposals must remain valid for 180 days from the date of submission of the proposal.
15.	Submission date for proposal	Proposals must be submitted not later than April 6, 2009 and 15:00 pm to be specified
16.	Date and time of Opening the Technical Bid	April 6, 2009 and 17.00 pm to be specified
17.	Date and time of Opening the Commercial Bid	Will be intimated after evaluation of technical bids

2. Authorized Representative:

The proposals submitted would be opened at the Delhi office at April 6, 2009 and 17.00 hrs to be specified and verified whether the submitted proposal are in line with the requirements provided in the bid document. The bidders may authorize their representative to be present during the opening of proposal.



Technical Proposal Forms

Technical Form 1 – Cover Letter

[Location, Date]

FROM: (Name of Firm)

TO:

Secretary
BEE
4th floor, Sewa Bhawan
New Delhi

Dear Sir,

Subject: 'Selection of vendor for implementing Online Evaluation for Energy Managers/Energy Auditors and Certification - BOO Basis'

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed effort. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,



Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Technical Form 2: List of Similar Project executed in last 5 years

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional staff Provided by Your Firm/entity (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff- Man Months Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Indian Rupee):
Name of Associated Consultants, if any:		No. of Man Months of Key professional staff, provided by Associated Consultants :
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Signature: _____
(Authorized Representative)

Full Name: _____

Title: _____

Name of Firm _____

Address: _____



Technical Form 3 – Comments and Suggestions on the Terms of Reference

Comments

Suggestions



Financial Proposal Forms

Financial Proposal – Cover Letter

To

<Contact Person>

<Contact details>

Sir/ Madam (s),

Ref: Request for Proposal (RFP No.)– ‘Selection of vendor for implementing e-filing solution on a turnkey basis’

Sub: Financial Proposal for Implementation of e-filing application at BEE

We, the undersigned, offer to provide services for the above mentioned project, in accordance with your Request for Proposal <<write RFP number>> dated <<write RFP date>>, and our Bid Proposal (Technical and Financial Proposals).

Our attached financial proposal is for a NPV of Rs [Insert Bid amount in words and figures].

Our financial proposal shall be binding upon us, subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, ie, [Insert date].

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

We remain,

Yours sincerely,

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____



Financial Form 2: Form for calculating of Net Present Value

No. of students	1500				
Royalty per candidate to BEE in RS					
Discount rate	12%				
(All figures in INR)					
	Year 1	Year 2	Year 3	Year 4	Year 5
Subtract Component					
a)					
Subtract Component					
b)					
Add Component c)	0	0	0	0	0
Cash Flows (-a-b+c)	0	0	0	0	0
Present Value	0	0	0	0	0
Net present value	-				

NPV = Sigma {(Fees gathered by BEE) – (a) – (b) + (Royaltys paid by vendor to BEE)}

Maximum NPV



Appendix

CANDIDATE FEES

FOR NEW CANDIDATES

Application Fee: Rs.500/- (Rs.250/- for SC/ST/OBC Self-sponsored candidates having annual income less than Rs.1.0 lakh per annum)

Certification Fee (inclusive of Examination, Guide Books and Certification):

1. Rs.10, 000/- for Self-sponsored candidates
2. Rs.5000/- for Self-sponsored candidates belonging to SC/ST/OBC and having annual income less than Rs.1.0 lakh per annum
3. less than Rs.1.0 lakh per annum
4. Rs.20, 000/- for Company Sponsored candidates

FOR SUPPLEMENTARY CANDIDATES

Application Fee: Nil

Supplementary Examination Fee:

Rs.1500 /- per paper for both Self-sponsored & Company Sponsored candidates (Rs.750/- per paper for Self-sponsored candidates belonging to SC/ST/OBC having annual income less than Rs.1.0 lakh per annum)

FOR UPGRADATION FROM ENERGY MANAGER TO ENERGY AUDITOR

Upgradation Fee: Rs. 1500/- for Self-sponsored candidates (Rs.750/- for self-sponsored candidates belonging to SC/ST/OBC having annual income less than Rs.1.0 lakh per annum).

Note: Those Candidates claiming fee concession has to submit copies of necessary supporting documents.



ELIGIBILITY CRITERIA

Eligibility Parameters	Qualification Criterion
1 Expertise in Evaluation	<p>Aim: To assess the bidder's understanding of the requirements related to training and evaluation in relation to the proposed solution</p> <p>Minimum a year of experience in online evaluation services</p>
2 Testing/Contact Centres	<p>Minimum of 25 testing centres in at least Evaluation Centres across the country-located in Chennai, Delhi, Mumbai , Calcutta & Bangalore and all major cities</p>
3 Turnover of the company	<p>At least 5 crores of audited turnover in any financial year</p>
4 Not litigated to date	<p>To assess the bidder's capability in conducting govt projects.</p>
5 Organization Capability	<p>Should be a public limited company registered as an Education company with specialization in training and evaluation sectors and should be at least in existence for 5 years</p>



TECHNICAL EVALUATION MATRIX

	Technical Qualification Parameters	Technical evaluation criterion	Maximum marks to be awarded	Minimum marks required to qualify
1	Quality Certification like ISO 9000 etc	Aim : to give bidders the credit for quality certification Criteria: Internationally Accepted and renowned quality certification with the organization 1 mark per certificate	5	2
2	Software Application Development	Aim : To examine the experience of the bidder in the field of Software Development Criteria: Submission of relevant documents/ successful deployment certificate 1 mark for every deployment	4	2
3	Project Management	Aim : To examine the experience of the bidder in offering online exams Criteria: Submission of relevant documents/ Successful deployments- marks to be awarded based on the number of projects successfully completed 1 mark for each project completed	4	2
4	Course content	Aim: to assess the experience of the bidder in the area of developing E-Learning content Criteria: Submission of relevant documents/ successful deployment certificate	Marks 3	Marks 1
		Online Content	1	0
			1	0
		Self Assessment Modules	1	0
5	Hardware	Aim : To assess the Bidder's capability of provide and support quality hardware	Marks 4	Marks 2
		Networking & Security	2	1
		Student Access and Surveillance	2	1
6	Assessment Engine	Aim : To assess the Bidder's understanding of the requirements and proposed solutions of the project like Functional Architecture, Technology Architecture,	4	2
7	Technical Presentation	Aim: to assess the complete solution proposed by the bidder in the EOI bid through direct interaction and queries Criteria: The answers given by the solution provider to the technical evaluation committee	5	2
8	Training Expertise	Aim: to assess the bidder's capability in delivering interactive online training programme,	5	2
9	Innovation	Aim: To assess the bidder's capability to bring in innovation and value addition Criteria: 5 marks for most innovative idea/offering	5	2
		Technical Qualification Parameters total	33	17



FINANCIAL EVALUATION MATRIX

No. of students			100		
Royalty per candidate to BEE in RS			50		
Discount rate			13%		
(All figures in INR)					
	Year 1	Year 2	Year 3	Year 4	Year 5
Subtract Component A	1000	0	1000	0	0
Subtract Component B	500	500	500	500	500
Add Component C	5000	5000	5000	5000	5000
Cash Flows (-A-B+C)	3500	4500	3500	4500	4500
Present Value	3097	3524	2426	2760	2442
Net present value	14,250				



PROFORMA FOR TECHNICAL INFORMATION

The proposal should contain a broad outline of the Project plan and Implementation methodology and Infrastructure. It must contain the following -

- Registered Premises
- Delivery Studios
- Learning centers
- Testing centers
- Hardware/software
- Personnel

PROFORMA FOR SUBMISSION OF FINANCIAL BIDS

S. No.	Description of the work	Cost in Indian Rupees

Authorized Signature

With Company's Seal



PROFORMA FOR SUBMISSION OF COMPANY SPECIFICATION

Name of Bidder

Address

Phone and Fax

E-mail address

Brief description of organization and outline on recent experience (last three years) in similar assignments.

Description of the manner the selected agency would plan to execute the project. Work-plan, Time Schedule. Approach, Methodology to carry out the work.

Proposed Technical Manpower Strength & Composition of personnel/project team
Any comments / Suggestions of organization on TOR.

Comments of agency on acquiring any data/service to execute the project from some other sources as per the needs of TOR.

List of Major Customers



SCOPE OF A EVALUATION CENTRE

1) Infrastructure for testing centres:

- Computer Systems with Headphones
- Internet connectivity
- Uninterrupted Power Supply and back-up
- Certified Test Administrator

Requirement details are mentioned below:

2.1) System for Testing Workstations:

Item	Minimum Specification
Processor	P4 and above
Operating System	WIN XP
RAM	256 RAM
Hard Disk Drive	10 GB available space
Video Adapter	800x600 16-bit color display or better
Monitor	14" SVGA
Browser	IE 5.5 or above
Network Interface Card	Required
Other Components	Microsoft-compatible mouse Keyboard
TCP/IP	Ethernet Connectivity Required
Internet Connection	Broadband-512 KBPS
Printer	Inkjet or laser (dedicated or shared)
Power Supply	UPS with battery back up facility for 1.5 hrs ;
Anti-Virus Software	MacAfee / Symantec / Quick heal
Additional requirements	Headphones with mic Webcam is desirable

2.2) No of Computers:

Testing Center has minimum of 15-30 computers installed and ready for use.

2.3) Software Licenses

Testing centers are required to have appropriate software licenses for all Operating systems and application software installed on the workstations used for delivering tests.

2.4) Power Supply

Testing centers will provide a reliable power supply to the administrator and testing stations, file server, and printer. There will be a minimum 1.5 hours availability of Power back-up.



2.5) Internet Access

The testing centre will have access to the Internet via an ISDN Line or a Lease lines @512kbps/computer.

2.6) Printer

The testing centre will have an inkjet or laser printer in the local network for printing temporary results after the test.

2.7) Test Administration Personnel

There will a certified test centre administration personnel at each center. The Test Administrator will undertake the following activities at the Test Center.

- Check and verify the candidate identity at the time of examination
- Handle Internet connectivity related issues
- Continuously monitor candidates during exam for any unethical practices.
- Allow one candidate per workstation during the progress of examination
- Prevent unauthorized access of people during the progress of examination
- Report and document unusual or suspicious activity
- Provide assistance to candidates in printing results
- Collect candidate feedback during the progress and after the conduct of examination
- Key in details of the candidates appearing for evaluation offline (attendance sheet)
- Perform all responsibilities professionally

2.8) Security Conditions

It is a fact that security is a critical aspect for conducting examinations and it is also known that any laxity in security can lead to defeat of the purpose of examination.

To ensure integrity of the process, candidates must provide a photo ID, signature and fingerprint on the day. Further, they have to provide their fingerprint when they enter the testing room each time. The fingerprint, along with a digital photograph and signature, becomes a permanent part of the test taker's record. Test Administrator Personnel have line of sight of all PCs and the room is taped by CCTV. The test administrator personnel are certified personal.

Signature and Company Seal