

BELAGAVI SMART CITY LTD.

REQUEST FOR PROPOSALS

(RFP No: BSCL/ENERGY AUDITING/TND-4/2017-18)

FOR HIRING OF ENERGY AUDITING FIRM

for

**Energy Auditing of Street Lights under Smart City Energy
Efficiency Program at Belagavi City**

BELAGAVI SMART CITY LIMITED

BELAGAVI SMART CITY LIMITED

***Office: City Corporation Office at C.T.S. No. 197,
Guruwar Peth, Tilakwadi, Belagavi-590006.***

Phone No. 0831-2461352, Email: bscltd16@gmail.com



e-TENDER NOTIFICATION

RFP No: BSCL/ENERGY AUDITING/TND-4/2017-18

Date: 19-08-2017

1. The Belagavi Smart City Ltd., invites bids for *Hiring of Energy Auditing firm for “Energy Auditing of Street Lights under Smart City Energy Efficiency Program at Belagavi City”* under single stage- *two cover system* (First Cover and Second Cover) and auditing firm to be selected on *Quality & Cost Based Selection(QCBS)*
2. The bid document will be *available online* from **19.08.2017** onwards and bids are to be *submitted online* through the *e-procurement portal* <https://eproc.karnataka.gov.in> only on or before **20.09.2017 15.00 Hours**. Bids submitted manually will not be accepted. One can view and download the tenders published currently by on to the link below:
https://eproc.karnataka.gov.in/e-procurement/common/eproc_tenders_list.seam
3. The Soft copies of the *Bid documents can be downloaded from e-Procurement portal* consisting of qualification criteria along with terms and conditions and scope of work to be complied by the agency / by the bidder registered with e-Procurement portal of Govt. of Karnataka.
4. The *First & Second Cover Bidding is through e-procurement portal only*. The bidders shall upload all the documents as per clause 3 of Instruction to Energy Audit Firm document through online only. The last Date and time for receipt of bids through the e-tendering portal <https://eprco.karnataka.gov.in> is on **20.09.2017 up to 15.00 Hours** and the **Technical bid** will be opened on **22.09.2017 11.00 Hours**. Only Qualified technical bids will be considered for opening the **Financial Cover** containing the Price bids. The Financial bid will be opened on **04.10.2017 11.00 Hours**.
5. For *submission of the bids*, the bidders are required to have *Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities as detailed in the website*.
6. Aspiring bidders who have not obtained the User ID and Password for participating in e-tendering may obtain the same by registering in the website. The contractors once registered can participate in any of the departmental tenders.
7. Bidders are required *to pay online the tender processing fee* ,as detailed in the website, in any one of the following four modes of payment:
 - ✓ i. Credit Card
 - ✓ ii. Direct Debit
 - ✓ iii. NEFT (National Electronic Fund Transfer)
 - ✓ iv. OTC (Over the Counter, Remittance at the Bank Counter – Union Bank of India)

Note: (The bid processing fee details is available on the e-procurement website)

8. Other details can be seen in the bidding documents.
9. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender. The bidder is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of the tenders. The department shall not be responsible for non accessibility of e-procurement portal due to internet connectivity issues and technical glitches.

Sd/-
Managing Director
BSCL

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[Location and Date]

Dear [Name of Audit Firm]:

1. The Belagavi Smart City Ltd. (BSCL) invites Proposals to provide the following energy auditing Services for ***Request for proposal for Hiring of Energy Auditing firm for “Energy Auditing of Street Lights under Smart City Energy Efficiency Program at Belagavi City”***. More details on the Services are provided in the attached Terms of Reference.
2. The energy auditing firm will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Energy Audit Firms
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Terms of Reference
 - Section 5 - Standard Form of Contract.
4. Please inform us, upon receipt:
 - That you have received the letter of invitation.

Yours sincerely,

(Managing Director)

BSCL

SECTION-2. INFORMATION TO ENERGY AUDIT FIRMS

1. INTRODUCTION

The Ministry of Urban Development (MoUD), Government of India (GoI) has rolled out Smart City Mission (SCM). Karnataka Urban Infrastructure Development & Finance Corporation Limited (KUIDFC) is the State Level Nodal Agency (SLNA) for the Smart Cities Mission in Karnataka. Belagavi is one of the ULBs (Urban Local Bodies) selected under the 1st Round Competition of SCM based on the Smart City Plan (SCP) submitted by the City through GoK. Objective of the Smart Cities Mission is to promote Cities that provide core infrastructure, give a decent quality of life to their citizens and apply smart solutions to improve services and infrastructure. The ULB, based on the public consultation, has prioritized sub-projects in the SCPs, which need to be reviewed, improved, finalised and implemented. In order to implement/realise these plans a Special Purpose Vehicle (SPV) – Belagavi Smart City Limited (BSCL) is established.

- 1.1 The ***Client named in the “Data Sheet”*** will select a firm, in accordance with ***the method of selection indicated in the Data Sheet.***
- 1.2 The Energy Audit Firms are invited to submit a ***Technical Proposal*** as ***specified in the Data Sheet*** (the Proposal) for Energy auditing services required for the Assignment named in the Data Sheet ***through the e-procurement platform.*** The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Energy Audit Firm.
- 1.3 The Assignment shall be ***implemented in accordance with the phasing indicated in the Data Sheet.*** When the Assignment includes several phases, the performance of the Energy Audit Firms under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4 The Energy Audit Firms must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Energy Audit Firm is encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Energy Audit Firm’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information. Energy Audit Firms should ensure that these officials are advised of the visit in advance and obtain their concurrence to allow them to make appropriate arrangements.

- 1.5 The Client *will provide the inputs specified in the Data Sheet, assist the firm in obtaining permission needed to carry out the services, and make available relevant project data and reports.*
- 1.6 Please note that *(i) the costs of preparing the proposal and of negotiating the contract,* including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and *(ii) the Client is not bound to accept any of the Proposals submitted.*
- 1.7 The Employer expects Energy Audit Firm to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Energy Audit Firm shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, Energy Audit Firms shall not be hired under the circumstances set forth below:
- a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing Energy Audit Firm services for the same project. Conversely, firms hired to provide Energy Audit Firm services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier Energy Audit Firm services) for the same project.
 - b) Energy Audit Firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Energy Audit Firms.
- 1.7.2 As pointed out in para. 1.7.1 (a) above, Energy Audit Firm may be *hired for downstream work*, when *continuity is essential*, in which case this possibility *shall be indicated in the Data Sheet* and the factors used for the selection of the Energy Audit Firms should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Energy Audit Firm will be hired for the purpose.

1.8 It is GOK's/Employers policy to require that ***Energy Audit Firms observe the highest standard of ethics*** during the execution of such contracts. In pursuance of this policy, the GOK/Employer:

a) defines, for the purposes of this provision, the terms set forth below as follows:

1. ***“corrupt practice”*** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
2. ***“fraudulent practice”*** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Energy Audit Firm (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b) will ***reject a proposal*** for award if it determines that the firm recommended for award has ***engaged in corrupt or fraudulent activities*** in competing for the contract in question;

c) will declare a ***firm ineligible***, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time ***determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract***; and

d) will have the right to require that, GOK to inspect Energy Audit Firm's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Energy Audit Firm ***shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK*** in accordance with the above sub para 1.8 (d).

1.10 Energy Audit Firm's shall ***be aware of the provisions on fraud and corruption*** stated in the standard contract under the ***clauses indicated in the Data Sheet***.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 The *electronic bidding system* provides for *online clarifications*. A prospective bidder requiring any clarification *may notify online, the authority inviting the bid*. The authority inviting bid *will respond to any request(s) for clarification received up to 26.08.2017 17.00 Hours*. Description of clarification sought and the response of the authority inviting the bid *will be uploaded for information of the public or other bidders* in the e-procurement portal without identifying the source of request for clarification. The prospective bidders may post their queries to bscltd16@gmail.com.
- 2.2 *Before the deadline for submission* of bids, the *Employer may modify the bidding documents by issuing online addendum*. The **addendum will appear** on the web page of the website https://eproc.karnataka.gov.in/eprocurement/common/eproc_tenders_list.seam. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the prospective bidders. To *give prospective bidders reasonable time* in which to take an addendum into account in preparing their bids, the *Employer shall extend as necessary the deadline for submission* of bids.

3. PREPARATION OF PROPOSAL

- 3.1 Energy Audit Firm's are requested to submit a Proposal (para 1.2) *written in the language specified in the Data Sheet*.

Technical Proposal

- 3.2 In preparing the Technical Proposal, Energy Audit Firms 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.
- 3.3 While preparing the Technical Proposal, Energy Audit Firms must give particular attention to the following:

- i. *If a Energy Audit Firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Energy Audit Firm(s) and/or other Energy Audit Firms or entities in a joint venture or sub-Energy Audit Firms, as appropriate. Energy Audit Firms may associate with the other Energy Audit Firms invited for this Assignment only with approval of the Employer as indicated in the Data Sheet. Energy Audit Firms must obtain the approval of the Employer to enter into a Joint Venture with Energy Audit Firms not invited for this assignment.*
 - ii. *For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.*
 - iii. *It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.*
 - iv. *Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.*
 - v. *Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.*
 - vi. *Reports to be issued by the Energy Audit Firm as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.*
- 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- i. *A brief description of the Energy Audit Firms and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).*
 - ii. *A description of the methodology and work plan for performing the assignment (Section 3D).*
 - iii. *The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).*
 - iv. *CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key personal's information should include number of years working for the firm in the last 10 years.*

- v. *Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).*
 - vi. *A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.*
 - vii. *Any additional information requested in the Data Sheet.*
- 3.5 The Technical Proposal ***shall not include any financial information.***

Financial Proposal

- 3.6 In preparing the Financial Proposal, Energy Audit Firm's are expected to take into account the requirements and conditions of the RFP documents. ***The Financial Proposal shall be uploaded in the e-procurement portal of Govt. of Karnataka. It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.***
- 3.7 Energy Audit Firm's ***shall express the price*** of their services in ***Indian Rupees.***
- 3.8 The ***Data Sheet indicates*** how long the ***proposals must remain valid after the submission date.*** During this period, the Energy Audit Firm's 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 Energy Audit Firm's who do not agree have the right not to extend the validity of their proposals.

4 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 4.1 The Technical Proposal; see para 1.2 ***shall be uploaded in the e-procurement portal.*** The ***documents and details mentioned in clause 3*** above shall be ***submitted online*** on website ***<https://eproc.karnataka.gov.in>*** . Details and process of online submission of the tender and relevant documents are given in the website mentioned above.

- 4.2 The bidding under this contract is *electronic bid submission through website <https://eproc.karnataka.gov.in>*. Detailed guidelines for viewing bids and submission of online bids are given on the website. The *Invitation for Bids is published on this website*. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <https://eproc.karnataka.gov.in>. After this, the bidder can login the site through the secured login.
- 4.3 Bidders are requested to go through the bid documents carefully and *submit the required information without exception otherwise bids will be rejected*.
- 4.4 The completed bid comprising documents *indicated in clause 3, should be uploaded on the website* given above through e-tendering *along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document*
- 4.5 *Bids must be received* by the Employer on line *not later than time specified in the bid data sheet*. The electronic bidding system would not allow any late submission of bids after due date and time as per server time.
- 4.6 *After the deadline for submission* of proposals the *Technical Proposal will be opened on 22.09.2017 11.00 Hours*. The *Financial Proposal* will be *opened of the successful bidders only* after technical bid evaluation completion.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, *if any Energy Audit Firms wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet.* Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Energy Audit Firm proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. *Each responsive proposal will be given a technical score (St).* A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.4 *After the evaluation of technical proposal is completed, the Client shall notify those Energy Audit Firms whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will not be opened after completing the selection process. The Client shall simultaneously notify the Energy Audit Firm that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.* The opening date shall not be sooner than one week after the notification date. The notification may be intimated through the e-procurement portal
- 5.5 The Financial Proposals shall be opened publicly in the presence of the Energy Audit Firms representatives who choose to attend. The name of the Energy Audit Firms, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have coated all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 **The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points.** The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. *Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Energy Audit Firms achieving the highest combined technical/ financial score will be invited for negotiations.*

6. NEGOTIATIONS

- 6.1 Negotiations *will be held at the address indicated in the Data Sheet and through the e-procurement portal*. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Energy Audit Firms will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Energy Audit Firms can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 *Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.*
- 6.4 Having selected the Energy Audit Firms on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Energy Audit Firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Energy Audit Firms will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

- 7.1 The *contract will be awarded following negotiations*. After negotiations are completed, the *Client will promptly notify other Energy Audit Firms on the shortlist that they were unsuccessful and return the Financial Proposals of those Energy Audit Firms who did not pass the technical evaluation (para 5.3)*
- 7.2 The Energy Audit Firms is *expected to commence the Assignment* on the *date and at the location specified in the Data Sheet*.

8. CONFIDENTIALITY

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Energy Audit Firms who submitted the proposals or to other persons not officially concerned with the process, until the winning Energy Audit Firms has been notified that it has been awarded the contract.

DATA SHEET

Information to Energy Audit Firms

Clause Reference	
1.1	The name of the Client is: <i>Belagavi Smart City Limited (BSCL)</i> The method of selection is: <i>Quality-and Cost-Based Selection (QCBS)</i>
1.2	<p>A technical and a Financial Proposals are requested: <i>Yes</i></p> <p>The name, objectives and description of the Assignment are: <i>Hiring of Energy Auditing firm for “Energy Auditing of Street Lights under Smart City Energy Efficiency Program at Belagavi City”</i></p> <p><i>Objective:</i></p> <p><i>The basic objective of the initiative is to improve the overall energy efficiency of the street lighting system in Belagavi City which could lead to substantial savings in the energy consumption, thereby resulting in cost reduction/savings for the City Corporation and Cantonment. The investment grade energy audit study should document current conditions, recommends energy saving measures and present the technical descriptions of the potential energy efficiency measures along with an assessment of the expected energy and cost savings and reduced Green House Gas (GHG) emissions.</i></p>
1.3	The Assignment is phased: <i>No</i>
1.5	<p>The Client will provide the following inputs:</p> <p><i>1. Number and type of streetlights in the Belagavi City Corporation and Cantonment limits</i></p> <p><i>2. The current power consumption pattern for street lighting</i></p>
1.7.2	The Client envisages the need for continuity for downstream work: <i>Yes</i>
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested <i>upto one day prior</i> to pre-proposal conference
3.1	Proposals should be submitted in the following language(s): <i>English</i>

3.3

- i. Shortlisted Energy Auditing firm may associate with other shortlisted Energy Auditing firm: N.A, However bidder may submit their bids in consortium. The number of consortium shall be limited to two numbers only.
- ii.
- iii. The estimated number of key professional staff months required for the assignment is: **06 man months**
- iv. The minimum required experience of proposed key professional staff is:

<i>Position</i>	<i>Qualification</i>	<i>Experience</i>
<i>Team Leader- 1 No.</i>	<i>M.Tech– Electrical or Equivalent</i>	<ul style="list-style-type: none"> • <i>Should be a certified Energy Auditor</i> • <i>8 Years (General Experience)</i> • <i>3 Years specific work experience in energy efficiency auditing.</i> • <i>Certified Energy Auditor from Bureau of Energy Efficiency, Government of India, Ministry of Power.</i> • <i>Should have valid license (till the completion of project) from Bureau of Energy Efficiency, Government of India, and Ministry of Power.</i>
<i>Site Engineer/ Electrical Engineer – 3 No.</i>	<i>B.E–Electrical or Equivalent</i>	<ul style="list-style-type: none"> • <i>5 Years (General Experience)</i> • <i>3 Years specific work experience in energy efficiency</i>

	<i>Finance Expert – 1 No</i>	<i>MBA- Finance or Equivalent</i>	<ul style="list-style-type: none"> • <i>3 Years work experience in project finance</i> • <i>Preference will be given for candidates with experience in municipal finance</i>
	<i>PPP/Procurement Expert -1 No</i>	<i>BE/BSc/BA or equivalent degree</i>	<ul style="list-style-type: none"> • <i>3 years of procurement related activities.</i> • <i>Preference will be given for PPP experience</i>
3.4	iv. Reports which are part of the assignment must be written in the Following v. language: <i>English</i> vi. Additional Information in the Technical Proposal includes – <i>Nil</i>		
3.10	Proposals must remain valid 180 days after the submission date		
4.5	Proposals must be submitted no later than the following date and time 20-09-2017 & 15:00 Hrs		
5.1	The address to send information to the Client is <i>BELAGAVI SMART CITY LIMITED</i> <i>Office: City Corporation Office at C.T.S. No. 197,</i> <i>Guruwar Peth, Tilakwadi, Belagavi-590006.</i> <i>Phone No. 0831-2461352, Email: bscltd16@gmail.com</i>		

5.3	<p>The Firm/Agency interested in being considered for this project must fulfill the following mandatorily</p> <ol style="list-style-type: none"> i. Must be a firm/company registered/incorporated in India ii. Should have a registered with CST / GST number iii. Should have ISO 9001:2015 Quality Management System certification. iv. Should have ISO 50001:2011 Energy Management System certification. v. Firm must be registered Energy Service Company (ESCO) or preference will be given to ESCO's as additional points will be allotted as per evaluation criteria. vi. Firm should have minimum turnover of Rs. 15 Crores in last three years i.e. FY 2014-2017. vii. 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. viii. Must not be blacklisted by any Central / State Government / Public Sector Undertaking in India.
5.4	<ol style="list-style-type: none"> i. Energy Audit Firm having at least 5 years of working experience in following <ul style="list-style-type: none"> ➤ Energy audits ➤ Measurement and verification of energy saving measures ➤ Base line audits ➤ Preparation of detailed project reports ➤ Must have at least one energy auditor/manager on permanent payroll with the company as of December 30, 2017

The number of points to be given under each of the evaluation criteria are

Evaluation Criteria	Max Point
<i>Qualifications & competence of the key staff for the Assignment and team strength as per clause 3.3 of the Data Sheet</i>	
Team Leader as per Qualification and Experience	10
Site Engineer as per Qualification and Experience	10
Finance Expert as per Qualification and Experience	05
PPP/Procurement Expert as per Qualification and Experience	05
Adequacy of the proposed work plan	20
Methodology in responding to the TOR	20
<i>Previous work experience of the agency related to the assignment below:</i>	
Experience in conducting investment grade energy studies in street Lighting system and in preparation of detailed project reports	05
Experience in establishment of baseline/energy audits	05
Experience in other relevant assignments (feasibility studies etc.)	05
Working experience in Urban Local Bodies	05
Should have 5 years of work experience as per clause 5.4 of the Data Sheet	05
Should have turnover of Rs. 15 Crores in last three years	05
Total	100

The minimum technical score required to pass is : 75 Points

5.8	<p>The formula for determining the financial scores is the following: <i>[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]</i></p> <p>The weights given to the technical and Financial Proposals are: T= 0.75, and P= 0.25</p>
6.1	<p>The address for negotiations is:</p> <p><i>BELAGAVI SMART CITY LIMITED</i> <i>Office: City Corporation Office at C.T.S. No. 197,</i> <i>Guruwar Peth, Tilakwadi, Belagavi-590006.</i> <i>Phone No. 0831-2461352, Email: bscltd16@gmail.com</i></p>

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

Content

3A.	<i>Technical Proposal submission form.</i>
3B.	<i>Energy Audit Firms references.</i>
3C.	<i>Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.</i>
3D.	<i>Description of the methodology and work plan for performing the assignment.</i>
3E.	<i>Team composition and task assignments.</i>
3F.	<i>Format of Curriculum Vitae of proposed key professional staff.</i>
3G.	<i>Time schedule for professional personnel</i>
3H.	<i>Activity (work) schedule</i>
3I.	<i>Break down of work value in terms of percentage</i>

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Energy Audit Firm)

To: The Managing Director,
BELAGAVI SMART CITY LIMITED
Office: City Corporation Office at C.T.S. No. 197,
Guruwar Peth, Tilakwadi, Belagavi-590006.
Phone No. 0831-2461352,
Email: bscltd16@gmail.com

Ladies/Gentlemen:

Subject: ***Hiring of Energy Auditing firm for "Energy Auditing of Street Lights under Smart City Energy Efficiency Program at Belagavi City" - Technical Proposal.***

We, the undersigned, offer to provide the Energy Auditing services for the above in accordance with your Request for Proposal dated ____ [Date]. We are hereby submitting our Proposal which includes both Technical Proposal and Financial Proposal through Govt. of Karnataka e-Portal.

We are submitting our Proposal in association with: Insert a list with full name and address of each sub-Energy Audit firm.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before dated ____ [Date] we undertake to negotiate on the basis of the proposed staff. 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 [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

3B. ENERGY AUDIT FIRM's REFERENCES

Relevant Services Carried Out in the Last Five Years

That Best Illustrate Qualifications

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:		Key professional staff Provided by Your Firm/entity(profiles)	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs. M):	
Name of Associated Firms, if any:		No. of Months of Key professional staff, provided by Associated Firms:	
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:			

Firm's Name: _____

**3C. COMMENTS AND SUGGESTIONS OF ENERGY AUDIT FIRM ON
THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND
FACILITIES TO BE PROVIDED BY THE CLIENT**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. You, shall present your Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams) divided into the following three chapters which will be submitted for the Pre-Execution Phase and the Execution Phase of the Project:

- a) Technical Approach and Methodology
- b) Work Plan, and
- c) Organization and Personnel

- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and du-ration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Activity (Work) Schedule of Form 3H.
- c) **Organization and Personnel:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support personnel.

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			
5			
6			

2. Support Staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			
5			
6			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member and authorized representative of the Energy Audit Firm]

Day/Month/Year

Il name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/ Activities	Months (in the form of Bar Chart)*						Number of Months
				1	2	3	4	5	6	
1.										Subtotal (1)
2.										Subtotal (2)
3.										Subtotal (3)
4.										Subtotal (4)

Full Time: _____ Part Time: _____

Reports Due: _____

Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature: _____
(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

Sl. No.	Item of Activity (Work)	Month-wise Program (in form of Bar Chart) ++ [1st, 2nd, etc. are months from the start of assignment]					
		1st	2nd	3rd	4th	5th	6th

B. Completion and Submission of Reports

Sl. No	Reports:	Program: (Date)
1	Inception Report	
2	Draft Final Report	
3	Final Report	

3I. BREAK DOWN OF VALUES IN TERMS OF PERCENTAGE

**** Note: The bidder should indicate the cost of the below components only in terms of percentage of the overall quote, quoted in the e-procurement portal.. The bid is liable to be rejected if cost is mentioned in figures.**

1. Staff Remuneration

In terms of Percentage (%) value -**

Sl. No.	Position/Name	Staff Months	In terms of Percentage (%)** value
(a) <u>Key professional staff</u>			
1.			
2.			
3.			
4.			
5.			
6.			
Sub Total (a)			
(b) <u>Sub-Key professional staff</u>			
1.			
2.			
3.			
4.			
5.			
6.			
Sub Total (b)			
(c) <u>Sub-Key professional staff</u>			
1.			
2.			
3.			
4.			
Sub Total (c)			
Total (a+b+c)			

2. Local Transportation

In terms of Percentage (%) value -**

No of Days	In terms of Percentage (%)** value

3. Duty Travel to Site

Cost In terms of Percentage (%) value -**

Experts	No of Trips	In terms of Percentage (%)** value

4. Reports and Document Printing

Cost In terms of Percentage (%) value -**

Reports	No of Copies	In terms of Percentage (%)** value
Inception Report	5 Copies + 1 editable Soft Copy	
Draft Final Report	5 Copies + 1 editable Soft Copy	
Final report	5 Copies + 1 editable Soft Copy	

SECTION 4. TERMS OF REFERENCE

Terms of reference: For the Hiring Energy Audit Firm-

(Energy Auditing of Street Lights under Smart City Energy Efficiency Program at Belagavi City)

1. Preamble

Energy efficiency offers cost effective and clean alternative towards closing India's large and growing energy deficit. With rapid urbanization, cash-strapped Urban Local Bodies (ULBs) are faced with the immense challenge of paying for their rising energy expenditure. Currently as much as 30-40 percent of total revenue expenditure of ULBs is on energy consumption of the energy costs close to 50 percent is for water pumping and another 10-20 percent on street lighting, and rest on public buildings.

The basic objective of the initiative is to improve the overall energy efficiency of the street lighting system in Belagavi City which could lead to substantial saving in the energy consumption, there by resulting in cost reduction/saving for the ULBs. The investment grade energy audit study is aimed to document current operating conditions, analyze energy utilization pattern and recommend energy efficiency measures along with an assessment of the expected energy and cost savings and reduced Green House Gas (GHG) emissions.

2. Technical scope of work may include but are not limited to the following:

With a view to initiate energy efficiency program in street lighting in urban areas, BSCL is proposing to take projects in Belagavi City. The current scope of work is to conduct Investment Grade Energy Audit (IGEA) of street lighting system in the Belagavi City which includes establishment of baseline energy consumption, identify energy efficiency measures and suggest appropriate implementation models based on the overall energy and cost saving opportunities, stakeholder involvement and possibilities of private sector participation for implementation. The details of the Belagavi City Corporation and Cantonment are provided vide **Annexure-1**

2.1 Field Study (spot measurement and data logging wherever required and necessary to capture the pattern and deviations)

2.1.1 Assessment of type of existing lights, lighting fixtures, switching points, feeders, poles, transformer, timers, any other control or monitoring systems in place with its existing cable status.

2.1.2 Assessment of adequacy in street lighting infrastructure and requirement of street lighting within CCB limits (as future scope).

- 2.1.3 System mapping: Develop an electrical distribution single line diagram of the distribution network and the switching point & lighting details. This will include: Indicating transformer sizes, capacities, over loaded transformers, indicating the type of lamps, approximate distance between two poles, type of poles, height of poles, conductor material and size.
- 2.1.4 Assess last three year energy bills, billing practices, payment procedures and payment status as on date (any arrears).
- 2.1.5 Assessment of working of meters with complete detail of functional meters, non- working meters, missing meters.
- 2.1.6 Identify un-authorized street light connections if any within CCB limits.
- 2.1.7 Assess lux/luminous level based on the road category, IS standards (nine point method).
- 2.1.8 Assess the level of burnout, light failure rate and CRI of existing street lamps.
- 2.1.9 Voltage profile of the lighting system at the sub-station level and at the lighting transformer (data logging for at least 24 hrs.)
- 2.1.10 Assessment of operating hrs. (Seasonal), operation and maintenance practices, inventory management etc.

2.2 Data Analysis

To analyze the following

- 2.2.1 Overall street lighting energy consumption and demand pattern.
- 2.2.2 Historical data for last three years to establish power consumption trends identify any penalties or gap.
- 2.2.3 Switching point wise load pattern and energy consumption.
- 2.2.4 Low voltage profile improvement of the existing Transformers.
- 2.2.5 Sparking Losses to be measured at the metering point.
- 2.2.6 Assessment of billing status based on the current practice and estimated load in each switching points/feeders.
- 2.2.7 Review of rating and location of capacitor and suggest power factor improvement measures.
- 2.2.8 Feeder-wise Monitoring & Measurement of Electrical Energy Consumption (KWH & KVAH).
- 2.2.9 Assessment of Street lighting energy expenditures with reference to the respective ULB annual budget (how much % of total budget have been used for paying street lighting operation expenditure).

2.2.10 Assessment of the service levels in conformity with the standards (National Lighting Code 2010, IS 1944:1970). In case of non-conformity identify the gaps.

2.2.11 Assessment of the project risk if:

→ BSCL makes investment for the project implementation.

→ Implementation of project is taken up through PPP.

2.3 Recommendations

2.3.1 Identify the needs and the lighting requirement of each of the roads category based on the classification of Roads BIS, 1981.

2.3.2 Details to be furnished of Over Loaded Transformers and necessary action to be initiated for street light Load Division.

2.3.3 Suggest effective energy-efficient street lighting design integrating efficient lamp technologies, optimum pole height and placement, efficient light distribution, and aesthetics while using the optimum energy requirements for visibility and appropriate light levels.

2.3.4 Overall energy and cost saving opportunities.

2.3.5 Switching point wise energy baseline data.

2.3.6 Total Project Investment cost (pricing guidelines including both capital expenditure, operational expenditure and, other miscellaneous costs).

2.3.7 Techno-commercial assessment of energy saving proposal (NPV and IRR for each recommended project and for overall program).

2.3.8 Suggest best project implementation models with its advantages and limitations.

2.3.9 Separate assessment report on impact on energy bill in case of improved lux level as part of service level delivery enhancement for street lighting (this should be viewed as part of overall infrastructure development project).

2.3.10 Recommend risk mitigation strategy based on the risk assessment as mentioned above.

2.3.11 Suggest Project Measurement and Verification (M&V) protocol for each suggested measures.

2.3.12 Suggest approach to utilize replaced lights and fixture in most appropriate manner.

3. Guiding Points:

- 3.1** The agency shall carry out the survey on statistically significant sample size with confidence level sufficient to ensure a satisfactory and successful transaction. The estimation of the sample size should consider, type of roads (category A, B, C, D), types of lights deployed (HPSV, FTL, High Mass, MH etc.) and, positioning of the street lighting on road (sideways, pathways, center line etc.)
- 3.2** The agency should assess the existing conditions and suggest any recommendation based on the National Lighting Code 2010 and IS 1944:1970 and any other relevant guidelines for the street lighting projects.
- 3.3** All the key assumptions and estimates should be highlighted clearly and relevant supporting documents should be attached with the report as annexure.
- 3.4** Baseline establishment: Establishment of baseline will be crucial for estimating the energy savings realized after implementation of energy saving measures. Baseline parameters for the Belagavi City, or the sum of those systems which are being targeted, are established based on the previous three years of Belagavi City Corporation and Cantonment energy bills (calculated as an average on a monthly basis). Care should be taken to identify any major loads that are introduced or deleted during the period under consideration. During the establishment of the baseline, the following parameters will be considered.
Power failure of electricity board (hours per month), Inventory of different types of lamps to be replaced, Street light operation (hours per day), Average illumination levels in each street of the Belagavi City (in lux).
- 3.5** M&V Plan and baseline adjustment: Adjustments to the baseline are necessary when post-implementation conditions in energy use change relative to the original baseline conditions documented in the M&V plan. At times unpredictable changes to the parameters, such as unexpected changes in use, may require non-routine adjustments to the baseline. Therefore the M&V plan must take into account predictable changes to the baseline, such as growth in the number of street light connections, the ability of changes to be measured, and the likely impact of changes.
- 3.6** Draft IGEA report discussion with project committee: Based on the above analysis, a draft IGEA report needs to be prepared, which will be discussed with the BSCL, Belagavi City Corporation, Cantonment and other key stakeholders. The report shall be on the guidelines provided in Appendix A.
- 3.7** Submission of final IGEA report: A final report needs to be submitted to BSCL after incorporating changes, if any, which may emerge during the discussions.

4. Deliverables and Timelines:

Sl. No.	Reports	Cumulative Time Frame
1	Inception Report	2 Months
2	Draft IGEA Report	2 Months
3	Final IGEA Report	2 Months

Note: Approval/clarification on inception report and Draft IGEA report will be submitted within 15 days from the date of submission.

Annexure-1

Details of Belagavi City Corporation and Cantonment

Sl. No.	Town	Type	Area (sq.km)	No. of Wards	Road Length (Km)	Approx. No. of Street Lights
1	Belagavi	City Corporation	94.08	58	804.20	35216
2	Belagavi	Cantonment	7.14	07	33.75	1343
Total			101.22	65	837.95	36559

The details provided are as per 2017-18 records, the above are only for bidder's information and are indicative. The bidder may make his own assessment before bidding.

SECTION 5: CONTRACT FOR ENERGY AUDIT FIRM'S SERVICES

CONTRACT FOR ENERGY AUDIT

between

BELAGAVI SMART CITY LTD

and

[Name of Energy Audit Firm]

Dated:

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II. General conditions of contract

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IV. APPENDICES

Appendix-A — Description of the Services

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Appendix D — Services and Facilities to be provided by the Client

Appendix E — Breakdown of Contract price in Indian Rupees

Appendix F — Form of Bank Guarantee for Advance Payments

I. FORM OF CONTRACT

This CONTRACT (herein after called the "Contract") is made the _____ day of the month of _____, 20____, between, on the one hand, _____ (herein after called the "Client") and, on the other hand, _____ (herein after called the "Energy Audit Firm").

[*Note: If the Energy Audit Firm consists of more than one entity, the above should be partially amended to read as follows:

"... (Herein after called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Energy Audit Firms obligations under this contract namely, _____ and _____ (herein after called the "Energy Audit Firm").

WHEREAS

- a) the Client has requested the Energy Audit Firm to provide certain Energy Auditing services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- b) the Energy Audit Firm, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Special Conditions of contract (hereinafter called "SC");
 - (c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Energy Audit Firm

Appendix D: Services and Facilities will not to be provided by the Client

Appendix E: Breakdown of Contract Price

Appendix F: Form of Guarantee for Advance Payments

The mutual rights and obligations of the Client and the Energy Audit Firm shall be as set forth in the Contract, in particular:

- (a) The Energy Audit Firm shall carry out the Services in accordance with the provisions of the contract and;
- (b) The Client shall make payments to the Energy Audit Firm in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF ENERGY AUDIT FIRM]

By

(Authorized Representative)

[**Note:** If the Energy Audit Firm consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF

THE MEMBERS OF THE ENERGY AUDIT FIRM

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

- (a) "**Applicable Law**" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (b) "**Contract**" means the Contract signed by the Parties, to which these General Conditions of Contract" (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (c) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (d) "**Contract Price**" means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (e) "**GC**" means these General Conditions of Contract.
- (f) "**Government**" means the Government of Karnataka.
- (g) "**Local currency**" means Indian Rupees.
- (h) "**Member**", in case the Energy Audit Firm consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Energy Audit Firm rights and obligations towards the Client under this Contract.
- (i) "**Party**" means the Client or the Energy Audit Firm, as the case may be, and Parties means both of them.
- (j) "**Personnel**" means persons hired by the Energy Audit Firm or by any Sub- Energy Audit Firm as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a).
- (k) "**SC**" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
- (l) "**Services**" means the work to be performed by the Energy Audit Firm pursuant to this Contract as described in Appendix A; and
- (m) "**Sub-Energy Auditing Firm**" means any entity to which the Energy Audit Firm subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "**Third party**" means any person or entity other than the Government, the Client, the Energy Audit Firm, or a Sub- Energy Auditing Firm.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the *Applicable Law*.

1.3 Language

This Contract has been executed in *English language*, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in *Appendix A* and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Energy Audit Firm may be taken or *executed by the officials specified in the SC*.

1.7 Taxes and Duties

The Energy Audit Firm, Sub- Energy Auditing Firm and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under *the Applicable Law*, the amount of which is *deemed to have been included in the Contract Price*.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect *on the date the Contract* is signed by either Parties or such *other later date as may be stated in the SC*.

2.2 Commencement of Services

The Energy Audit Firm shall begin carrying out the Services within *thirty (30) days after the date the Contract becomes effective*, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier *pursuant to Clause 2.7*, this Contract shall terminate *at the end of such time period after the Effective Date as is specified in the SC*.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, *may only be made by written agreement between the Parties.*

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an *event which is beyond the reasonable control of a Party*, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to full-fill any of its obligations under the contract *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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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.*

2.5.4 Payments

During the period of their *inability to perform the Services* as a result of an event of Force Majeure, the Energy Audit Firm *shall be entitled to continue to be paid* under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by *written notice of suspension* to the Energy Audit Firm, *suspend all payments to the Energy Audit Firm* hereunder if the *Energy Audit Firm fail to perform any of their 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 request the Energy Audit Firm to remedy such failure within a period not exceeding thirty (30) days after receipt by the Energy Audit Firm of such notice of suspension.*

2.7 Termination

2.7.1 By the Client

The Client may *terminate this Contract*, by *not less than thirty (30) days' written notice of termination to the Energy Audit Firm*, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and *sixty (60) days' in the case of the event referred to in (e)*.

- (a) if the Energy Audit Firm *do not remedy a failure* in the performance of their obligations under the Contract, *within thirty (30) days of receipt* after being notified or within such further period as the Client may have subsequently approved in writing.
- (b) if the Energy Audit Firm (or any of their Members) *become insolvent or bankrupt*
- (c) if, as the result of *Force Majeure*, the Energy Audit Firm are unable to perform a material portion of the Services *for a period of not less than sixty (60) days*; or
- (d) if the Energy Audit Firm, in the judgment of the Client *has engaged in corrupt or fraudulent practices* in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Energy Audit Firm (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) if the **Client, in its sole discretion and for any reason whatsoever**, decides to *terminate* this Contract.

2.7.2 By the Energy Audit Firm

The *Energy Audit Firm* may terminate this Contract, by *not less than thirty (30) days' written notice to the Client*, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2.

- (a) if the *Client fails to pay any monies due* to the Energy Audit Firms pursuant to this Contract and not subject to dispute pursuant *to Clause 7 hereof within forty-five (45) days after receiving written notice from the Energy Audit Firms that such payment is overdue*.

- (b) If the Client is *in material breach of its obligations* pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Energy Audit Firms may have subsequently approved in writing) following the receipt by the Client of the Energy Audit Firms notice specifying such breach.
- (c) if, as the result of *Force Majeure*, the Energy Audit Firm are unable to perform a material portion of the Services for a period of *not less than sixty (60) days*.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- i. *such rights and obligations as may have accrued on the date of termination or expiration.*
- ii. *the obligation of confidentiality set forth in Clause GC 3.3 hereof.*
- iii. *any right which a Party may have under the Applicable Law.*

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, *the Energy Audit Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner* and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Energy Audit Firms and equipment and materials furnished by the Client, the Energy Audit Firms shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Energy Audit Firms.

- (a) *remuneration pursuant to Clause 6* for Services satisfactorily performed *prior to the effective date of termination.*
- (b) *except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1,* reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Energy Audit Firm

3.1 General

The Energy Audit Firms shall perform *the Services and carry out their obligations* hereunder with *all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods*. The Energy Audit Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Energy Audit Firm or third parties.

3.2 Conflict of Interests

3.2.1 Energy Audit Firm Not to Benefit from Commissions, Discounts, etc.

The *remuneration* of the Energy Audit Firms pursuant to Clause 6 shall constitute the Energy Audit Firms *sole remuneration in connection with this Contract or the Services*, and the Energy Audit Firms *shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Energy Audit Firms shall use their best efforts to ensure that the Personnel, any Sub- Energy Auditing Firms, and agents of either of them, similarly shall not receive any such additional remuneration*.

3.2.2 Procurement Rules of Funding Agencies

If the Energy Audit Firms, as part of the Services, have the responsibility of advising the Client *on the procurement of goods, works or services, the Energy Audit Firm shall comply with any applicable procurement guidelines of the funding agencies* and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Energy Audit Firms in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Energy Audit Firms and Affiliates not to engage in certain Activities

The Energy Audit Firms agree that, during the term of this Contract and after its termination, the Energy Audit Firms and their affiliates, as well as any Sub-Energy Auditing Firms and any of its affiliates, *shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services*.

3.2.4 Prohibition of Conflicting Activities

Neither the Energy Audit Firms nor their Sub- Energy Auditing Firm nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) *during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or*
- (b) *after the termination of this Contract, such other activities as may be specified in the SC.*

3.3 Confidentiality

The Energy Audit Firms, their Sub- Energy Auditing Firms, and the Personnel of either of them shall not, *either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information* relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be taken out by the Energy Audit Firms

The Energy Audit Firms(a) shall take out and maintain, and shall cause any Sub- Energy Auditing Firms to take out and maintain, at their (or the Sub- Energy Auditing Firms, as the case may be) own cost but on terms and conditions approved by the Client, *insurance against the risks, and for the coverage, as shall be specified in the SC*; and (b) 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 have been paid.

3.5 Energy Audit Firms Actions Requiring Client's Prior Approval

The Energy Audit Firms shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) *entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Energy Auditing Firms and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Energy Audit Firms shall remain fully liable for the performance of the Services by the Sub-Energy Auditing Firms and its Personnel pursuant to this Contract.*
- (b) *appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub- Energy Auditing Firms"), and.*
- (c) *any other action that may be specified in the SC.*

3.6 Reporting Obligations

The Energy Audit Firms shall submit to the Client the *reports and documents specified in Appendix B* in the form, in the numbers and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Energy Audit Firms to Be the Property of the Client

All *plans, drawings, specifications, designs, reports and other documents and software* submitted by the Energy Audit Firms in accordance with Clause 3.6 shall become and remain the property of the Client, and the Energy Audit Firms shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Energy Audit Firms may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials *made available to the Energy Audit Firms by the Client or purchased by the Energy Audit Firms with funds provided by the Client* shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Energy Audit Firms shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Energy Audit Firms, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Energy Audit Firm's Personnel and Sub-Energy Auditing Firms

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of *the Energy Audit Firms Key Personnel are described in Appendix C*. The Key Personnel and Sub- Energy Auditing Firms listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) *Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Energy Audit Firms, it becomes necessary to replace any of the Key Personnel, the Energy Audit Firm shall forthwith provide as a replacement a person of equivalent or better qualifications.*

- (b) *If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Energy Audit Firms shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.*
- (c) *The Energy Audit Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.*

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) *issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.*
- (b) *assist the Energy Audit Firms and the Personnel and any Sub- Energy Auditing Firms employed by the Energy Audit Firms for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.*
- (c) *provide to the Energy Audit Firms, Sub- Energy Auditing Firms and Personnel any such other assistance as may be specified in the SC.*

5.2 Services and Facilities

The Client shall make available to the Energy Audit Firms and the Personnel, for the purposes of the services and free of any charge, the services, ***facilities and property described in Appendix D*** at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Energy Audit Firms as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Energy Audit Firms for the performance of the Services, (ii) the manner in which the Energy Audit Firms shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Energy Audit Firms as a result thereof.

6. Payment to the Energy Audit Firms

6.1 Lump Sum Remuneration

The Energy Audit Firms *total remuneration shall not exceed the Contract Price* and shall be *a fixed lump sum including all staff costs, Sub-Energy Auditing Firms costs, printing, communications, travel, accommodation, and the like, and all other costs* incurred by the Energy Audit Firms in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, *the Contract Price may only be increased* above the amounts *stated in clause 6.2* if the Parties have agreed to *additional payments in accordance with Clause 2.4*.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for *additional services as may be agreed under Clause 2.4*, *a breakdown of the lump sum price is provided in Appendices D and E*.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Energy Audit Firms and *according to the payment schedule stated in the SC*. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Energy Audit Firms of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Energy Audit Firms have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments *beyond fifteen (15) days after the due date* stated in the SC, *interest shall be paid* to the Energy Audit Firms *for each day of delay at the rate stated in the SC*.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their *best efforts to settle amicably* all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that *cannot be settled amicably within thirty (30) days* after receipt by one Party of the other Party's request for such amicable settlement may be submitted *by either Party for settlement in accordance with the provisions specified in the SC.*

III. SPECIAL CONDITIONS OF CONTRACT

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions of Contract
1.1 (h)	The Member in charge is.....
1.4.1 (Notices)	<p>The addresses are:</p> <p><u>Client:</u></p> <p><i>The Managing Director, BELAGAVI SMART CITY LIMITED Office: City Corporation Office at C.T.S. No. 197, Guruwar Peth, Tilakwadi, Belagavi-590006. Phone No. 0831-2461352, Email: bscltd16@gmail.</i></p> <p><u>Energy Audit Firm:</u></p>
1.4.2 (Notices)	<p>Notice shall be deemed to be effective as follows:</p> <ul style="list-style-type: none"> (a) in the case of personal delivery or registered mail, on delivery. (b) in the case of telexes/e-mail, 24 hours following confirmed transmission. (c) in the case of telegrams, 24 hours following confirmed transmission, and (d) in the case of facsimiles, 24 hours following confirmed transmission.

<p>1.6 <i>(Authorized Representatives)</i></p>	<p>The Authorized Representatives are, For the Client : <i>The Managing Director,</i> <i>BELAGAVI SMART CITY LIMITED</i> For the Energy Audit Firm:_____</p>
<p>1.7 <i>(Taxes and Duties)</i></p>	<p>The Energy Audit Firm and the personnel shall <i>pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract.</i></p>
<p>1.7.2</p>	<p>However the Energy Audit Firm Services tax / GST payable for this Energy Auditing Services shall be paid/ reimbursed by the Client separately</p>
<p>2.1 <i>(Effectiveness of Contract)</i></p>	<p>The date on which this Contract shall come into effect is: <i>On the date of signing of agreement</i></p>
<p>2.2 <i>(Commencement of Contract)</i></p>	<p>The time period shall be <i>30 days</i></p>
<p>2.3 <i>(Expiration of Contract)</i></p>	<p>The period shall be <i>6 Months from the date of signing of agreement</i></p>
<p>3.4 <i>(Insurance to Be Taken out by the Energy Audit Firm)</i></p>	<p>The risks and the coverage shall be:</p> <ol style="list-style-type: none"> 1. Professional liability insurance, with a minimum coverage equal to total contract value for this Energy Audit; and 2. The employer shall be indemnified and not held responsible in respect of life, accident, travel or insurance coverage for any of the Energy Audit Firm staff or person associated with this assignment.

<p>3.5 (c) <i>(Energy Audit Firm Actions Requiring Client's Prior Approval)</i></p>	<p>The other actions are –<i>Nil</i></p>
<p>3.7 <i>(Documents prepared by the Energy Audit Firm to be the Property of Client)</i></p>	<p>The Energy Audit Firm shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<p>5.1 <i>(Assistance and Exemptions)</i></p>	<p>Nil</p>

6.4
(Terms and Conditions of Payment)

Payments shall be made according to the following schedule:

Sl. No.	Reports	Cumulative Time frame	Cumulative Payment
1	Advance payment	Upon submission of a Bank Guarantee	10%
2	Inception report	2 Months	30%
3	Draft IGEA report	2 Months	60%
4	Final IGEA report	2 Months	100%

Note: In the event advance payment is not taken by the Energy Audit Firm, the same shall be paid equally in 3 installments while making the payment for Inception report, Draft IGEA report and Final IGEA report

6.5
(Interest on Delayed Payment)

Payment shall be made within **45 days** of receipt of the invoice and the relevant documents specified in Clause 6.4, and within **60 days** in the case of the final payment.
The interest rate is **5%** per annum

7.2

(Dispute Settlement)

Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India, Bangalore, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Arbitration proceeding shall be held at Belagavi, Karnataka, India.
- (c) The cost and expenses of arbitration proceedings will be paid as determined by the arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc. shall be borne by each party itself.

7.2.2 *Rules of Procedure*

Arbitration proceedings shall be conducted in accordance, with procedure of the Arbitration & Conciliation Act 1996 and its latest amendment, of India

7.2.3 *Substitute Arbitrators*

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 *Qualifications of Arbitrators*

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 *Miscellaneous*

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Belagavi, Karnataka.
- (b) The English language shall be the official language for all purposes.
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

As detailed in the Terms of Reference

Appendix B: Reporting Requirements

Sl. No.	Report	No. of Copies
1	Inception report	5 Copies + 1 editable Soft Copy
2	Draft IGEA report	5 Copies + 1 editable Soft Copy
3	Final IGEA report	5 Copies + 1 editable Soft Copy

Structure of the Energy Audit Report

Each report should include:

1. Title Page:

- Report title
- Client name (company for which facility has been audited)
- Location of the facility
- Date of Report
- Audit contractor name

2. Table of Contents

3. Executive Summary

All information in the Executive Summary should be drawn from the more detailed information in the full report. The Executive Summary should contain a brief description of the audit including:

- Name, plant(s), location(s) and industry of the company audited.
- Scope of the audit.
- Date the audit took place.
- Summary of baseline energy consumption presented in table form. Baseline energy consumption refers to the energy used annually by the facility/system audited.
- Results:
 - Assessment of energy-consuming systems.
 - Identification of EMOs and the estimated energy, greenhouse gas (GHG), and cost savings associated with each option along with the related cost of implementing the measures and the expected payback period. This material should be presented in table form. In the event that an audit covers more than one facility, the statistics for each facility should be reported on an individual basis to the extent possible.
 - Recommendations summarized in table form.

4. Introduction

The Introduction should include:

- **Audit Objectives:** a clear statement that defines the scope of the energy audit in clear and measurable terms - example, space(s), systems and/or process (es) to be audited.
- **Background Information:** a description of the location of the facility where the audit will be conducted, as well as information regarding facility layout, products/services produced/distributed, operating hours including seasonal variations, number of employees and relevant results of previous energy initiatives.

5. Audit Activity and Results

This section should make reference to:

- Description of the audit methodology (techniques - e.g. inspection, measurements, calculations, analyses and assumptions).
- Observations on the general condition of the facility and equipment.
- Identification / verification of an energy consumption baseline in terms of energy types, units, costs and greenhouse gas (GHG) emissions for the facility/system being assessed.
- Results of the audit including identification of Energy Savings Measures (ESM) and the estimated energy, GHG, and cost savings associated with each measure as well as the required investment and payback period associated with each of the ESMs identified.

6. Recommendations

This section should list and describe the recommendations that flow from the identification of EMOs and may include details concerning implementation. An explanation should be provided for recommending or not recommending each ESM identified in the results.

7. Appendices

Appendices include background material that is essential for understanding the calculations and recommendations and may include:

- Facility layout diagrams.
- Process diagrams.
- Reference graphs used in calculations, such as motor efficiency curves.
- Data sets that is large enough to clutter the text of the report.

General Points on Report Writing

- **Grammar and Style:** The report should be grammatically correct. The language should be clear, concise and understandable by all readers. The writer should avoid jargon.
- **Documentation:** All numbers related to the results should be supported by information indicating how they were derived. This includes all savings, investment and payback information.
- **Mathematical Accuracy:** All calculations should be checked for mathematical accuracy. Where, for example, a table showing the breakdown and total of energy use or costs is included in the report, the total of the numbers in the breakdown should equal the amount shown as the total. If, for some reason, this is not the case, there should be a note explaining why the discrepancy is appropriate. Similarly, if numbers used in the full report differ from corresponding numbers shown in the Executive Summary, the report should contain a note or notes explaining why the discrepancy is appropriate.
- **Logical Consistency:** The results should be logically consistent. For example, separate summaries in the report may use different bases for calculating energy savings. One summary might be based on energy savings related to the recommended measures while a second summary might be based on energy savings related to both recommended and non-recommended measures. If such a logical inconsistency is considered necessary by the auditor, it should be explained in a note and in the example above, both tables should be referenced to the note.
- **Illustrations:** Graphs and charts may be used to spark interest in the report and implementation of the recommendations but should not be used as a substitute for numerical data.

Appendix C: Key Personnel and Sub-Energy Auditing Firm

List of Key Positions whose CV and Experience would be evaluated

The Energy Audit Firm has to estimate the staff requirement to satisfactorily complete the assignment. The staffing input requirement given below is only indicative and some positions need not be on full time basis, the Energy Audit Firm has to make assessment of the requirements and submit the technical proposals accordingly. The following key professionals CVs will be evaluated.

Position	Qualifications and Experience
<i>Team Leader – 1 No.</i>	<ul style="list-style-type: none">• Shall be a professionally qualified Post Graduate in Electrical Engineering with at least 8 years of overall experience and specific 3 years experience in carrying out energy efficiency studies in street lighting or water supply area.• Should be well-versed with the Indian Standards for street lighting, design, quality control, preparation of detailed designs, detailed engineering services for street lighting projects., including preparation of estimates• It is desirable that the proposed professional shall be a Certified Energy Auditor from Bureau of Energy Efficiency, Government of India, Ministry of Power and should have at least 3 years of experience in working with reputed consultants on Urban Infrastructure Development projects.• Should have valid license (till the completion of project) from Bureau of Energy Efficiency, Government of India, Ministry of Power.

<p><i>Electrical Engineer - 2 No.</i></p>	<ul style="list-style-type: none"> • Shall be a professionally qualified Graduate in Electrical Engineer with at least 5 years over all experience and specific 5 years experience in carrying out energy efficiency studies in street lighting or water supply area. • The Electrical Engineers shall have experience and capability to handle environmentally sound design practices during establishment of base lines and identifying gaps and should be well-versed with the latest design standards and quality aspects.
<p><i>Finance Expert -1 No.</i></p>	<ul style="list-style-type: none"> • Shall be a professionally qualified MBA in Finance or Equivalent with a minimum of 3 years experience in project finance. The said professional should also have some background of Municipal Finance.
<p><i>Procurement specialist-1 No.</i></p>	<ul style="list-style-type: none"> • Shall be a BE/BSc/BA or equivalent degree holder with a minimum experience of 3 years in procurement. To review outline and detailed engineering designs in anticipation of the preparation of associated bid documentation, and compare against market of services, goods and works. Provide recommendations as required; Support BSCL and Belagavi City Corporation in the preparation of pre-qualification requirements and evaluation; Prepare bidding documents compliant with KTPP Act. Assist BSCL and Belagavi City Corporation staff to in contract packaging and preparing procurement time schedules for each contract package in consultation with project staff. Assist BSCL complete the procurement process all the way to contract award. Preference will be given for PPP experience.

In addition to the above staff the following minimum sub key professional staff to be deployed by the Energy Audit Firm, the C.Vs of these personnel needs to be submitted, however, the same will not be considered for evaluation.

Sl. No.	Sub Key professional Staff
1	Data Entry Operator
2	Executive Assistants

Appendix D: Services and Facilities to be provided by the Client

The Employer will ensure that all the required information of the Belagavi City Corporation and Cantonment pertaining to Street Lighting, which is available, will be made available to the Energy Audit Firm. In addition to the above the Employer would assist the Energy Audit Firm in obtaining necessary permissions for conducting their studies.

Appendix E: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s. _____ (herein after referred as the “Client”, which expression shall, unless repugnant to the context or meaning there of include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the “Energy Audit Firm” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement No.: _____ dated _____ and the having been unequivocally accepted by the Energy Audit Firm, resulting in a contract valued at _____ for _____ Contract (herein after called as “Contract”)

(Scope of work) and the client having agreed to make advance payment to the Energy Audit Firm for performance of the above contract amounting to _____ (in words and figures) as an advance against bank guarantee to be furnished by the Energy Audit Firm.

We _____ (Name of the Bank) having its head office at _____ (herein after referred to as “Bank”), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Energy Audit Firm to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Energy Audit Firm. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Energy Audit Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Energy Audit Firm. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Energy Audit Firm any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other actor forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Energy Audit Firm notwithstanding any security or other guarantee that the Client may have in relation to the Energy Audit Firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20 _____ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Office Address Designation (with Bank stamp))

Attorney as per Power of

Attorney No.: _____ Dated: _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled-commercial) located in India
