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## Request for Proposal

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### **Hiring an Agency for conducting ISO 14064 Series Carbon Footprint Lead Verifier Training under the CCTS Framework**



**Last date of submission: 21 days from the date of publication**

**Bureau of Energy Efficiency**

**Ministry of Power, Government of India,**

**4<sup>th</sup> Floor Sewa Bhawan, R. K. Puram,**

**New Delhi – 110066**

## Critical Information

1	Availability of Request for Proposal Document	GEM Portal
2	Date & Time for Pre-bid Meeting	3-06-2024
3	Last date for submission for Bid-queries	4.06.2024
4	Venue for Pre-Bid Meeting	Web Meeting with Bureau of Energy Efficiency. Meeting link is provided in section-2 of this document.
5	E-mail address for queries	To: <a href="mailto:sdiddi@beeindia.gov.in">sdiddi@beeindia.gov.in</a> Cc: <a href="mailto:meenakshi@beeindia.gov.in">meenakshi@beeindia.gov.in</a>
6	Last date & Mode for Submission of Proposal	14-06.2024 by 3 PM, Through GEM only
7	Date of Opening of Financial Proposal for qualified Bidders	Will be informed to qualified bidders only through e-mail at least a day before the date of opening of financial bid.
8	Contact Person for Clarification	1. Mr. Saurabh Diddi, Director Bureau of Energy Efficiency Tel No.: -91-11-26766730 Email: <a href="mailto:sdiddi@beeindia.gov.in">sdiddi@beeindia.gov.in</a>  2. Mrs. Meenakshi, Project Engineer, Bureau of Energy Efficiency Tel No.: -91-11-26766716 Email: <a href="mailto:meenakshi@beeindia.gov.in">meenakshi@beeindia.gov.in</a>

### Note:

- The RfP document contains 30 printed pages (excl. cover page).
- Bids submitted after due date and time or/and without relevant documents as specified in this RFP, will be summarily rejected.
- Bidders may apply through GeM portal only. Any other modes of submission will not be accepted in any condition.

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## Section 1: Letter of Invitation

Bureau of Energy Efficiency, a statutory body under Ministry of Power, Government of India invites bids for “Hiring an Agency for conducting ISO 14064 Series Carbon Footprint Lead Verifier Training under the CCTS Framework”.

The details of the requirements have been indicated in the Tender which is to be submitted through GeM portal. The last date for submission of RfP is 14-06-2024 by 03:00 PM.

The tender document can be downloaded from the website of BEE (<https://www.beeindia.gov.in/>) under Tender Section and as well as from GeM Portal.

Reputed Firms who are interested in bidding for this Tender may apply through GeM only.

Last Date for Submission of Proposal: 14-06-2024 by 03:00 PM.

## Section 2: Letter of Invitation for Pre – Bid Meeting

BEE invites all interested bidders for Pre-Bid meeting for “Hiring an Agency for conducting ISO 14064 Series Carbon Footprint Lead Verifier Training under the CCTS Framework”. The detail of the meeting is as follows:

**Date & Time:** 3-06-2024 at 03:00 PM

Venue: Web Meeting with Bureau of Energy Efficiency.

Reputed Firms who are interested in bidding for this Tender kindly attend the pre-bid meeting.

Note: The bidders, who are interested in attending the pre-bid meeting, should indicate the names of their representatives (maximum two per bidder). Such intimation should be given by email to [sdiddi@beeindia.gov.in](mailto:sdiddi@beeindia.gov.in) and [meenakshi@beeindia.gov.in](mailto:meenakshi@beeindia.gov.in), a day before the date of the pre-bid meeting.

Link for the pre-bid meeting:

Meeting link: [Pre-Bid Meeting of ACV | Microsoft Teams | Meetup-Join](#)

If facing difficulty while connecting to the VC by clicking the link then Copy the link and Paste in the browser to connect.

In case of any difficulty, contact to the above-mentioned email ids.

## Section 3: Overview and objective of the RfP

### 3.1 About BEE

The Government of India enacted the Energy Conservation (EC) Act, 2001 to realize the benefits of energy efficiency through reduced energy consumption. The Act provides the legal framework, institutional arrangement and regulatory mechanism to embark upon an energy efficiency drive in the country. Energy efficiency institutional practices and programs in India are being guided through various voluntary and mandatory provisions of the Act.

The Government of India set up Bureau of Energy Efficiency (BEE), also referred to as 'BEE' or 'Bureau' on 1<sup>st</sup> March 2002 under the provisions of the EC Act, 2001. The mission of the Bureau is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the EC Act, 2001 with the primary objective of reducing the energy intensity of the Indian economy.

The mission of Bureau of Energy Efficiency (BEE) is to develop policy and strategies with a thrust on self-regulation and market principles, within the overall framework of the Energy Conservation Act (EC Act), 2001 with the primary objective of reducing energy intensity of the Indian economy with active participation of all stakeholders.

### 3.2 Carbon Credit Trading Scheme

Bureau of Energy Efficiency (BEE) has taken up various policy and regulatory initiatives to decarbonise hard to abate sectors of the economy including, iron & steel, Aluminum, Pulp and Paper, Petrochemicals, etc. The Indian Carbon Market will be a central element to encourage decarbonisation efforts being undertaken.

#### **Need for an Indian Carbon Market**

1. The challenge of meeting future NDC goals makes it imperative that market measures are promoted to facilitate gradual decarbonisation of the economy. A robust carbon market mechanism will enable active participation of the public and private stakeholders in decarbonisation efforts, in all potential sectors.
2. To facilitate the achievement of India's enhanced NDC targets in cost effective manner, the Government intended to develop a robust framework for the Indian Carbon Market (ICM) with an objective to decarbonize the Indian economy by pricing the GHG emission through trading of the carbon credit certificates.
3. ICM is envisioned to accelerate decarbonisation of the economy and mobilize finance and technology towards achieving India's NDCs. A single market at the national level, as

opposed to having multiple sectoral market instruments, would reduce transaction costs, improve liquidity, enhance a common understanding and targeted capacity development, and streamline the accounting and verification procedures.

4. To develop the carbon market, the necessary amendments were proposed in the Energy Conservation Act, 2001 (52 of 2001) in the year 2022. Thus, the regulatory framework for the Indian Carbon Market is established under the Energy Conservation Amendment Act, 2022 (Copy enclosed as Annexure I), which provides the following:

a. Clause (w) of section 14 of the EC Act empowers the Central Government in consultation with the Bureau of Energy Efficiency (Bureau) to specify the carbon credit trading scheme.

b. Clause (1) of section 14AA of the EC Act empowers the Central Government or any agency authorised by it to issue a carbon credit certificate to the registered entity which complies with the requirements of the carbon credit trading scheme.

c. Clause (2) of section 14AA of the EC Act empowers the Central Government to entitle the registered entity to purchase the carbon credit certificate in accordance with the carbon credit trading scheme specified under clause (w) of section 14 of the EC Act.

where:

“carbon credit certificate” means the certificate issued by the central government or any agency authorised by it under section 14AA as defined under clause (da) of section 2 of the EC Act.

“carbon credit trading scheme” means the scheme notified by the central government under clause (w) of section 14 for reduction of carbon emissions as defined under clause (db) of section 2 of the EC Act.

“registered entity” means any entity, including designated consumers, registered for carbon credit trading scheme specified under clause (w) of section 14” as defined under clause (db) of section 2 of the EC Act.

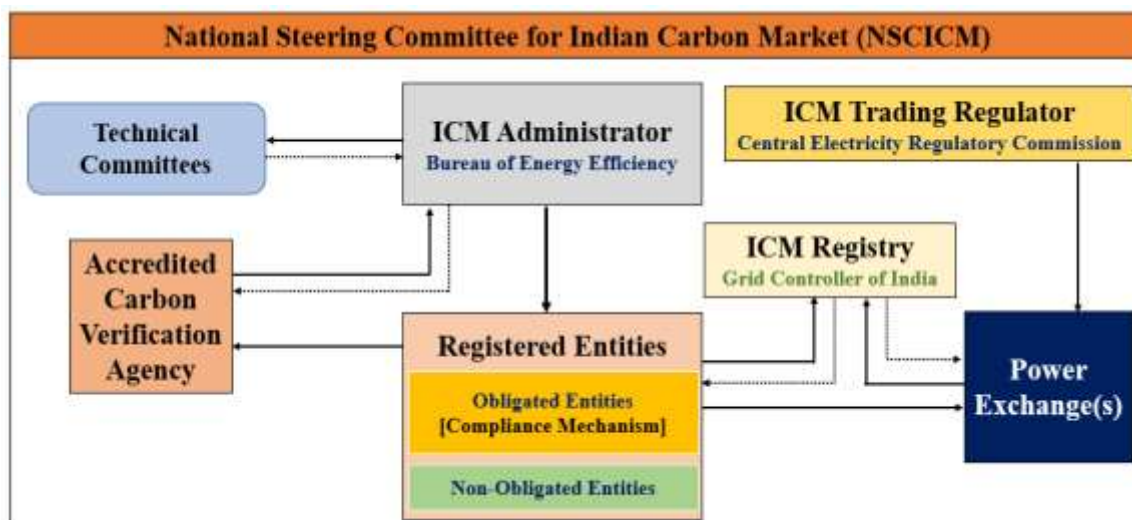
5. On the above basis, the Central Government prepared a draft framework for establishing the Indian Carbon Market and comments were invited from the stakeholders. After incorporating views of the stakeholders, the Central Government notified the Carbon Credit Trading Scheme vide notification S.O. 2825(E), dated 28th June 2023. (Copy enclosed as Annexure II). Subsequently, vide notification S.O. 5369(E), dated 19<sup>th</sup>



December 2023, the framework for the offset mechanism was incorporated into the Carbon Credit Trading Scheme.

### Framework of the Indian Carbon Market

1. The Carbon Credit Trading Scheme (CCTS) empowers the Central Government to constitute the National Steering Committee for Indian Carbon Market (NSCICM). NSCICM will oversee the functioning of the ICM. The committee consists of members from different Ministries and relevant organizations under the Chairmanship of Secretary, Ministry of Power and Co-Chairmanship of Secretary, Ministry of Environment, Forest and Climate Change.
2. NSCICM has various functions which includes approval of procedures for institutionalizing the ICM and to recommend to the Central Government the rules and regulations for ICM (Copy of Framework for Indian Carbon Market is enclosed in Annex III). The institutional framework for the CCTS is given below:



3. Bureau of Energy Efficiency (Bureau) shall issue the carbon credit certificates to the registered entities based on the recommendation of the NSCICM and subsequent approval of the Central Government for the reduction, removal or avoidance of GHG emissions. Each carbon credit certificate issued shall represent one ton of CO<sub>2</sub> equivalent (tCO<sub>2</sub>e).
4. Under the compliance mechanism of ICM Framework, the Central Government shall specify the registered entities as obligated entities. For this purpose, the Bureau shall identify sectors and potential for reduction of greenhouse gas emissions and recommend including such sectors in the Indian carbon market.

5. The Bureau shall recommend the targets in terms of ton of carbon dioxide equivalent (tCO<sub>2</sub>e) per unit of equivalent product after considering all relevant aspects including available technologies and likely cost of their implementation.
6. The Ministry of Power, after duly considering the recommendations of Bureau and NSCICM, shall recommend the greenhouse gases emission intensity targets to the Ministry of Environment, Forest and Climate Change for notification under the Environment Protection Act, 1986.
7. The obligated entities shall comply with the prescribed GHG emission reduction norms in each compliance cycle of CCTS. The obligated entities who reduce their GHG emission intensity below the prescribed GHG emission intensity shall be eligible for issuance of Carbon Credit Certificates.
8. The verification of the GHG emission intensity reduced by the obligated entities shall be carried out by the agency accredited by the Bureau as Accredited Carbon Verification Agency (ACV). Bureau shall define the accreditation procedure and eligibility criteria for Accredited Carbon Verification Agencies.
9. The Carbon Credit Certificates once issued shall be registered on the ICM Registry. The Carbon Credit Certificates can be traded over the power exchanges as approved by the trading regulator (CERC).
10. The non-obligated entities can also purchase the carbon credit certificates on a voluntary basis.
11. The Central Electricity Regulatory Commission shall be the regulator for the trading activities under the Indian Carbon Market.
12. The Grid Controller of India Limited shall be the registry for the ICM. The registry shall maintain secure database of credits with all security protocols.
13. The Bureau shall be the Administrator for the ICM and shall discharge various functions including issuance of Carbon Credit Certificates, development of market stability reserve for carbon credits, constituting any committee or working group as recommended by the NSCICM and developing & maintaining the information technology infrastructure including the user guidance platform required for operationalizing Indian carbon market.

14. The Bureau has developed a draft detailed procedure for the compliance mechanism and the draft accreditation procedure and eligibility criteria for Accredited Carbon Verification Agencies which has been considered by NSCICM.

### 3.3 Objective of this RfP

BEE is looking to hire an expert agency that have deep and longstanding experience in GHG emissions estimation and verification as trainers to impart training in the said areas to personnel from organizations/agencies that intend to be accredited as Verifiers under the CCTS mechanism. The training imparted by the empaneled trainer agencies should have the following objectives:

1. To ensure that the trainees are equipped with sound knowledge of green house gas accounting and verification in line with international standards such as ISO 14064 – 1,2 and 3.
2. Provide the trainees with an understanding of the working of international carbon markets – both offset and compliance – as well as the international and Indian climate policy landscape.
3. Provide the trainees with case studies on the functioning of International Carbon Markets, including international emission trading schemes and baseline & crediting mechanisms (offset projects)
4. Provide an understanding of the institutional/regulatory framework as well as the Monitoring, Reporting and Verification framework of the Indian Carbon Market as outlined in the Carbon Credit Trading Scheme (CCTS) notification.
5. Provide familiarity with the latest developments under Article 6 of the Paris Agreement

## Section 4: Scope of Work

### (A) General

1. The selected Trainer Agency shall impart a 5-day training to participants in ISO 14064-1, 14064-2 and 14064-3 .
2. The selected Trainer Agency shall conduct trainings across India, while ensuring minimum 4 training sessions in each of the Northern, Eastern, Southern and Western Zones of India.
3. The agency will conduct training in batches of upto 25 participants.
4. The venue of the training will also be arranged by the selected Agency
5. The costs towards the venue will be borne by the selected agency and costs will be included in the Financial Proposal.
6. All the training materials (Hard and soft copies in pen-drive) shall be provided by the agency.

7. The selected agency shall record session wise attendance for each participants.
8. Training session should also cover detailed case study and assessment of GHG inventory accounting in minimum 5 different sectors covering manufacturing and service sectors.
9. Training completion report along with attendance, group photo (for the participants), training materials, feedback forms etc. to be submitted to BEE on completion of the task.
10. The selected agency will conduct continuous assessment during the training and final assessment for each participant at the end of the training programme. A participant will be considered successful at completing the training programme only if he/she passes the assessment that will be conducted by the empanelled trainer agency at the end of the training programme.
11. After completion of training program and assessment the qualified participants to be awarded with ISO 14064 lead verifier certification (Hard copy).

### 4.3 Timelines and Deliverables

The trainings shall be conducted within 4 months from issuance of LoA by BEE.

#### 4.3.1 Timelines:

Sl. No.	Activity	Timeline (Working days)
1	Provide elaborated training calendar along with venue, schedule etc.	Within 3 weeks from the date of empanelment of the agency by BEE
2	The selected agency shall conduct training for at least 500 participants overall*. (The size of each training batch shall be a maximum of 25 participants.)	The trainings shall be conducted within 4 months from issuance of LoA by BEE.
3	Share monthly training reports with BEE	Within first 15 days of the subsequent quarter

- Please note that the scope of work can be extended upto 50% (over and above the 500 participants limit), if required, subject to performance of the selected agency.

### 4.4 Project Duration

The selected agency shall be hired initially for 4 months from the date of Letter of Acceptance and may be extended based on the performance of the agency and approval by BEE. Further, the scope of work may be extended upto 50% if required subject to performance.

## Section 5: Qualification Criteria

### 5.1 Qualification Criteria:

**5.1.1** The agency should have at-least 3 years of experience in conducting training programmes in Greenhouse gas estimation and validation/ verification in India.

**5.1.2** The Agency should be authorised to give ISO14064 verifier certification to the participants who pass the assessment after each training session.

**5.1.3** The agency should have experience in conducting validation/ verifications of carbon footprints for companies and products in India.

### 5.4 Team Structure and Qualifying Criteria for personnel

The empanelled agencies shall employ employee personnel with the following minimum qualifications:

Work Profile	Educational Qualification	Nos. of resources	Minimum Years of Experience
Team Leader	<ul style="list-style-type: none"> <li>Master's Degree in Engineering/Sciences/Statistics/Economics and related areas.</li> <li>Knowledge of ISO 14064 series and 17029 standards</li> <li>Shall have at least 5 years of experience in GHG validation/verification activities</li> </ul>	1	7
Trainers	<ul style="list-style-type: none"> <li>Master's Degree in Engineering/Sciences/Statistics/Economics and related areas.</li> <li>Shall have at least 5 years of experience of conducting GHG validation/verification activities in CDM and other Voluntary Carbon Mechanisms</li> <li>Shall have at least 3 years of experience of conducting training on ISO 14064-1,2 and 3.</li> <li>Shall be a lead verifier for ISO 14064 standards</li> </ul>	as per requirement of the program	5
Other Team Member	<ul style="list-style-type: none"> <li>Bachelor's Degree in Engineering/Sciences/Statistics/Economics and related areas.</li> <li>2 years of experience of organising similar training programs</li> </ul>	2	3

	<ul style="list-style-type: none"> <li>• 2 years of experience of conducting GHG validation/verification activities.</li> </ul>		
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**5.4.1** Name of team leader and members and their certified CVs have to be submitted with the technical proposal. All the communications to the agency after issuing LoA will be done to the team leader mentioned in the Technical Proposal.

## Section 6: Evaluation of Proposals

### 6.1 Preliminary Scrutiny

Preliminary scrutiny of the proposal will be made to determine whether the bids are complete, whether required process fee & Bid security/EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

A Technical Proposal including all Forms with relevant supporting documents should be in proper sequence and technical bid must be in form of properly binding proposal. Any kinds of technically incomplete bids in form of loose papers, stapled bunch of papers etc. will be summarily rejected. Proper referencing of supporting documents against the relevant criteria must be mentioned.

The rectifiable discrepancies in the Technical Proposal, if any would have to be corrected by the Bidder within a period of five (5) days of the intimation given to them during the preliminary scrutiny of proposals.

Proposals not conforming to above listed preliminary requirements will be rejected.

### 6.2 Stage 1 Evaluation: Minimum Pre-qualification Criteria

Compliance with the pre-qualification criteria given in Section 5 will be evaluated first.

The technical bids of those bidders who do not fulfil the pre-qualification criteria will not be evaluated and will be disqualified.

### 6.3 Stage 2: Technical Evaluation

The technical bids of those bidders who fulfils the pre-qualification criteria will be evaluated in accordance with the technical evaluation criteria given below:

Sl. No.	Criteria		Max. Marks
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1	Annual Turnover (Average of FY 2019-20, 2020-21, 2021-22)	0.5-1 Crore: 2 Marks 1-3 Crore: 3 Marks 3-5 Crore: 4 Marks Above 5 Crore: 5 Marks	5
2	Experience of agency with CDM and other Voluntary Carbon Market Standards	2 Marks for each project	20
3	Experience of conducting training programmes in ISO-14064-1,2 and 3 or similar trainings related to GHG estimation	3 Mark for each year of experience subject to maximum of 15 Marks	15
4	Accredited by NABCB for the provision of verification certification as per ISO 14064/ISO 14065/ISO 17029.	5 Marks for NABCB Accreditation	5
4	Understanding/Approach and methodology for assignment	Based on the proposed course content	10
5	Relevant Experience of team leader	10 years and above - 15 marks 7-10 years - 10 marks 5-7 years - 5 marks	15
6	Relevant experience of Trainer	10 years and above 15 marks 10-7 years 10 marks 7-5 years 5 mark	15
7	Relevant experience of team members	3 marks for each team member meeting the criteria (maximum of 2persons)	15

Technical proposals from firms scoring 70 marks or above will be considered responsive and only those proposals will be evaluated for financial bid evaluation.

## 6.4 Financial Evaluation

The work will be awarded only to the lowest (L1) bidder after financial bid evaluation based on Training per participant cost. It may be noted that 50% of the training cost per participant will be borne by BEE and remaining 50% will be borne by the participant for the first 500 participants

who successfully qualify the assessment at the end of the training programmes. Please see Section 8 for more details.

## **6.5 Award of Contract**

After completing evaluation BEE shall issue a Work Order to the selected Bidder. The Bidder will sign the contract after fulfilling all the formalities / preconditions within 7 days of issuance of the letter of award. The Bidder is expected to commence the Assignment / job on the date within 7 days after signing of the contract.



## Section 7: Instructions to the Bidders

### 7.1 Procedure for Submission of the Proposal

The Bidder must apply through GeM portal only.

### 7.2 Cost of Proposal

Agency shall bear all costs associated with the preparation and submission of its Proposal, including cost of presentation for the purposes of clarification of the Proposal, if so desired by the Purchaser. BEE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### 7.3 Bid Processing Fees

Bid processing fee of INR 5,000/- (INR Five Thousand only) needs to be submitted by the bidders.

### 7.4 Earnest Money Deposit

An amount ₹1 Lakh need to be submitted by the bidder as EMD. As per General Financial Rules (GFRs) 2017, Small and Medium enterprises (SMEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of EMD.

### 7.5 Performance Security

Performance security of ₹ 75000 shall be deposited by the successful bidder by the way of Banker's Cheque/ Demand Draft. Performance security shall remain valid for a period of sixty days (60 days) beyond the date of the completion of all contractual obligation of the successful bidder.

### 7.6 Liquidated Damages

If the manpower provided by the hired agency for this task found unavailable for more than 2 weeks in continuation in any quarter during the effective contract period, The agency hired shall attract Liquidated Damages at the rate 1% of the total cost of invoice amount subject to a maximum of 10% of the total cost of invoice amount for that quarter.

Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to BEE under the terms of the contract.

### 7.7 Contents of the Proposal

Bidding agency is expected to examine all instructions, forms, terms & conditions and Statement of Work in the Proposal. Failure to furnish all information required or submission of a Proposal not substantially responsive to the Proposal in every respect will be at risk and may result in the rejection of the application.

### 7.7 Conflict of Interest

Bidding agency should not have any conflict of interest with the work that is needed to be undertaken.

### 7.8 Language of Proposal

The Proposals prepared by the agency and all correspondence and documents relating to the proposal exchanged by the agency and BEE, shall be written in the English language, provided

that any printed literature furnished agency may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

## **7.9 Confidentiality**

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

## **7.10 Disclaimer**

BEE and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of BEE and/or any of its officers, employees.

## **7.11 Authorized Signatory for Agency**

The "Agency" as used in the Proposal shall mean the one who has signed the Bid document forms. The authorized signatory should be the duly Authorized Representative of the Agency, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the agency shall be annexed to the Proposal. BEE may reject outright any Proposal not supported by adequate proof of the signatory's authority.

## **7.12 Contact details of the Agency**

Agency who wants to receive BEE's response to queries should give their contact details to BEE. The Agency should send their contact details in writing at the BEE's contact address indicated in Para 1.2 of this document.

## **7.13 Queries on the RFP**

Agency requiring any clarification on this document may send a query in writing at the BEE's contact address indicated in Section 2 of this document. BEE's response (including an explanation of the query but without identifying the source of inquiry) to all the queries, received not later than the dates prescribed by the BEE in Section 2 this document, will be made available on the website and sent to all consultants who have given their contact details. BEE may also hold a pre-bid meeting if needed to give clarifications and invitation of the same will be sent to the consultants who have given their contact details.

## **7.14 Amendment to RFP**

At any time prior to the last date for receipt of Proposals, BEE, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RFP by an amendment. In order to provide prospective Agency reasonable time in which to take the amendment into account in preparing their Proposals, BEE may, at its discretion, extend the last

date for the receipt of Proposals and/or make other changes in the requirements set out in the Invitation for Proposals.

### **7.15 Integrity Pact**

All the participating bidders are compulsorily required to enter into Pre-bid/ Pre contract Integrity Pact in the prescribed format failing which tender will be summarily rejected (Copy of the Integrity Pact is enclosed as per Section-9.12). The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the parties. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

### **7.16 Documents Comprising the Technical Proposal**

The Proposal prepared by the bidder shall comprise of the following components:

Annex-I: Letter Proforma

Form 1: Minimum Eligibility

Form 2: Prior Experience (Project completion certificates conforming the experience to be attached as relevant and work-orders)

Form 3: List of Projects implemented by the bidder organization

Form 4: Understanding/Approach and methodology for assignment

Form 5: CVs of proposed team

Form 6: Integrity Pact

Comments and Suggestions

### **7.17 Power of Attorney**

Registered Power of Attorney executed by the bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Proposal.

BEE shall not be responsible for non-receipt/non-delivery of the Proposal due to any reason whatsoever. Bidders are advised to study the Proposal carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Proposal with full understanding of its implications.

### **7.18 Termination of the Bid**

BEE shall have the right to reject this bidding process any time before issuing letter of award to the agency, at its sole discretion.

## Section 8: Payment Terms

### 8.1 Payment Schedule

The selected agency shall charge 50% of the training fee from each participant. The fee will be based on the L1 (lowest quote) received as per the financial bid. BEE will pay remaining 50% of training fee for the first 500 participants after completion of training and submission of invoice.

The reimbursements will be released by BEE to the selected trainer agency as per the following schedule:

1 <sup>st</sup> tranche of reimbursements	After completion of training for 50 successful participants
2 <sup>nd</sup> tranche of reimbursements	After completion of training for the next 50 successful participants
3 <sup>rd</sup> tranche of reimbursements	After completion of training for the next 50 successful participants
4 <sup>th</sup> tranche of reimbursements	After completion of training for the next 50 successful participants
5 <sup>th</sup> tranche of reimbursements	After completion of training for the next 50 successful participants
6 <sup>th</sup> tranche of reimbursements	After completion of training for the next 50 successful participants
7 <sup>th</sup> tranche of reimbursements	After completion of training for the next 50 successful participants
8 <sup>th</sup> tranche of reimbursements	After completion of training for the next 50 successful participants
9 <sup>th</sup> tranche of reimbursements	After completion of training for the next 50 successful participants
10 <sup>th</sup> tranche of reimbursements	After completion of training for the last 50 successful participants

The selected trainer agency shall provide the list of successful participants on a quarterly basis.

### 8.2 Penalty Clause

A penalty of 0.5% per week or part of the week, subjected to a maximum of 10% of the total value (as applicable for the project/application), will be imposed for delay in submission of deliverables after the stipulated time frame.

## Section 9: Forms for the Proposal

### Annex-I: Letter Pro-forma

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

**Subject:** Hiring an Agency for conducting ISO 14064 Series Carbon Footprint Lead Verifier Training under the CCTS Framework.

Sir,

The undersigned Agency, having read and examined in detail all the RfP documents in respect of appointment of an Agency for BEE for the said assignment, do hereby express their interest to provide their Services as specified in the scope of work for the category/ies mentioned below:

e.g., Category 1: Star Rating of Existing Commercial Buildings

#### Correspondence Details

- 1 Name of the Agency
- 2 Address of the Agency
- 3 Name of the contact person to whom all references shall be made regarding this tender
- 4 Designation of the contact person
- 5 Address of the contact person
- 6 Telephone (with STD code)
- 7 E-Mail of the contact person
- 8 Fax No. (with STD code)

We have enclosed the following:

- Form 1: Minimum Eligibility
- Form 2: Prior Experience (Project completion certificates conforming the experience to be attached as relevant and work-orders)
- Form 3: List of Projects implemented by the bidder organization
- Form 4: Understanding/Approach and methodology for assignment
- Form 5: CVs of proposed team
- Form 6: Integrity Pact
- Comments and Suggestions
- Registered Power of Attorney executed by the Agency in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RFP.

Bid processing fee and EMD details of which are as follows:

Sl. No.	Description	Amount	Transaction details
1	Bid processing fees	₹5000/-	
2	EMD	₹ 1 Lakhs	

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

We hereby declare that, terms and conditions mentioned in the RfP and minutes of pre-bid meeting is acceptable. A copy of RfP and MoM of Pre-bid meeting signed by authorised signatory is also attached with technical bid.

We hereby declare that our Proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature of the Authorized Person)

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

## Form 1: Minimum Eligibility

[Agency should not include the figures of the subcontractors for Form-2]

1	Name of Agency			
2	Year of Registration/Incorporation in India*			
3	Number of Employees in India as on date of issuing RfP			
		FY 2020 - 21	FY 2021 - 22	FY 2022 - 23
4	Net Worth (INR Crore) **			
5	Annual Turnover (INR Crore) **			
6	Annual Profits (INR Crore) **			

\* Enclose a copy of Registration document (including registration certificate)

\*\*Enclose a copy of Audited Financial Statement

Witness-1	Witness-2
Signature	Signature
Name	Name
Address	Address
Date	Date

## Form 2: Prior Experience

[Using the format below, provide information on each assignment for which your organization, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this assignment. Agency should give information on the similar areas of design as indicated.

### Prior Experience in projects

Name of project:	
Objectives of the Project:	
Nature of project:	
Description of project:	
Financial Component	
Technical Component	
Country:	
Location within country:	
Duration of the project:	
Name of Employer along with contact details	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants, if any:	
No of professional staff-months provided by associated Consultants:	
Name of senior professional staff of your firm involved and functions performed.	
Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
Description of actual Assignment/job provided by your staff within the Assignment/job:	



**Form 3: List of Projects implemented by the bidder organization**

Type of Projects	List of Projects
	1.
	2.

Details of all above mentioned these projects shall be shown in Form 3 (Prior experience), otherwise those projects will not be considered for evaluation. BEE has rights to ask for relevant documents such as work order/completion certificate for these projects. Non availability or submission of misleading documents may lead to rejection of bid/contract at any stage of the project.

## **Form 4: Understanding/Approach for Assignment**

[Explain your understanding of the objectives of the assignment/job, approach to the assignment/job, detailed execution plan for the assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

## Form 5: Format for CVs of the team leader/member

Name :  
 Designation (in the organisation) :  
 Proposed role in the team :  
 Energy Auditor/Manager certification year (if applicable) :  
 EA/EM no. :

Educational Qualification (Diploma/Graduation and higher qualifications only)

Degree	Branch/Specialisation	Passing Year	University	Full- time/ part- time/ Distance

Experience details

Name of Organisation	Designation	From (Month, year)	To (Month, year)	Full- time/ part- time

Experience of conducting training workshops on GHG inventorisation and verification

Organisation	Role in the project	From (Month, year)	To (Month, year) *

Experience in conducting GHG verification activities in CDM and other Voluntary Carbon Mechanisms

Organisation	Role in the project	From (Month, year)	To (Month, year) *

\*If ongoing project, please mention “ongoing” in the respective rows

Experience in experience of working with Corporates/PSUs/Governments in conducting GHG inventories & Verification and developing decarbonisation roadmaps:

Organisation	Role in the project	From (Month, year)	To (Month, year) *

International experience in buildings (if any)

Signature

## Form 6: Format for Integrity Pact

### INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and BEE.)

Bureau of Energy Efficiency (BEE) hereinafter referred to as “The Principal”.

AND

\_\_\_\_\_ hereinafter referred to as “The Bidder/ Contractor”

#### PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for **“Hiring an Agency for conducting ISO 14064 Series Carbon Footprint Lead Verifier Training under the CCTS Framework”**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals aforesaid, both the parties have agreed to enter into this pre-bid/pre-contract Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Action 1 – Commitments of the Principal.**

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
  - b) The principal will during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### **Section 4 : Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already

awarded, for such reason.

**Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.**

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8: Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. Hereports to the Director General, BEE.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Director General, BEE and recuse himself/herself from the case.
5. The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director General, BEE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.

9. If the Monitor has reported to the Director General, BEE, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General, BEE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “Monitor” word includes both singular and plural.

**Section 10: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

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

**Section 11 : Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the principal i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_ Date \_\_\_\_\_

Witness 1:  
(Name & Address)

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Annex-II: Format for financial proposal**



Date:

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

**Subject: Financial Proposal for Hiring an Agency for conducting ISO 14064 Series Carbon Footprint Lead Verifier Training under the CCTS Framework.**

I/We, the undersigned, offer to provide the services for the above in accordance with your Request for proposal dated (Date), with our Financial Proposal for Hiring an Agency for conducting ISO 14064 Series Carbon Footprint Lead Verifier Training under the CCTS Framework.

Our Financial Proposal is for the sum of ..... [amount in words and figures] excl. GST for conducting training for each participant.

The financial proposal shall take into account all expenses and tax liabilities associated in execution of the deliverables as per the RFP.

GST, if any, will be applicable as per prevailing rates. BEE shall in no way be responsible to incur any other extra costs associated with this task, except TA, lodging and boarding as mentioned in RfP document.

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

We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

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

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of the Firm:  
Seal:

~~~~~End of the RfP document~~~~~