

# Request for Proposal for **Sale of Verified Carbon Units (VCUs)**

generated from Gram UJALA, a  
community-based energy-  
efficient home lighting  
government scheme

Invited by



कन्वर्जेन्स एनर्जी सर्विसेज लिमिटेड  
(ईईएसएल की पूर्ण स्वामित्व वाली सहायक कम्पनी)  
**Convergence Energy Services Limited**  
(A Wholly Owned Subsidiary of EESL)

Registered Office:  
**2<sup>nd</sup> Floor, Core - III, SCOPE Complex,  
Lodhi Road, New Delhi – 110003**

Date of Issuance of RfP:

**13-03-2024**

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26433b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



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## Section 1: Notice Inviting Tender



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## 1. Disclaimer

1. This RFP document is not transferable. The information contained in this RFP document and other documents which form part of the RFP document or information subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Convergence Energy Service Limited (CESL) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer nor an invitation by CESL to the prospective Bidders or any other person. This RFP aims to provide prospective bidders with information to enable them to prepare and submit technical and Financial Bids ("Bid/Proposal") in response to this RFP. This RFP includes statements that reflect various assumptions and assessments made by CESL. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all prospective Bidders, and CESL, its employees or advisors cannot consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information in the Bidding Documents may not be complete, accurate, adequate or correct. Therefore, Each Bidder should conduct its own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and make their own assessment of the proposed invitation.
3. Discrepancy, if any, in the RFP document shall be communicated by the Bidder to the undersigned immediately, and if the office of the undersigned receives no intimation within seven days from the date of issue of this document, it shall be considered that the RFP document is complete in all respects.
4. CESL, its employees and its advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or, unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Stage.
5. This RFP is not intended to provide the basis for any investment decision, and each prospective Bidder must make its own independent assessment with respect to the Project. No person has been authorized by CESL to give any information or to make any representation not contained in this RFP.
6. Nothing in the RFP should be relied on as a promise or representation of the future.



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7. Without prior notice, CESL or its authorized officers reserve the right to change the procedure for selecting Successful Bidders, including additional evaluation criteria and other appropriate actions, at any time before signing any agreement concerning the Project without assigning reasons.
8. Neither CESL nor its employees or consultants will have any liability to any Bidder or any other person under law, equity or Contract, or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the RFP, any matter deemed to form part of the RFP, the award of the Project, the project information and any other information supplied by or on behalf of CESL or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
9. CESL reserves the right, at its absolute discretion, but without being under any obligation to do so, to change, modify, update, amend, or supplement the information, assessment, or assumptions contained in this RFP. Such a change would be intimated to all parties.
10. The issue of this RFP does not imply that CESL is bound to select a Bidder or sell the VCUs to the Successful Bidder, and CESL reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid, including but not limited to preparation, copying, postage, delivery fees, expenses related to any demonstrations or presentations which may be required by CESL, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder, and CESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
12. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or, inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of CESL or to any other person in a position to influence the decision of CESL for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as CESL may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

## 2. Definitions

The following words and expressions shall have the meaning hereby assigned to them:



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6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
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1. "Associate" in relation to another Company means a Company in which that other Company has a significant influence but which is not a subsidiary Company of the Company having such influence and includes a joint venture Company.

*Explanation—For the purposes of this Clause, —"significant influence" means control of at least twenty (20) per cent of total share capital or of business decisions under an agreement;*

2. "Authorized Representative" shall mean CESL or the authorized agency to carry out the bidding process for the selection of the Successful Bidder(s) on its behalf;
3. "Bid," "Proposal," or "Response to RFP" shall mean the Non-Financial Bid and Financial Bid submitted by the Bidder in electronic form in response to this RFP, in accordance with the terms and conditions thereof.
4. "Bidder" or "Tenderer" shall mean the Bidding Company or Bidding Consortium submitting the Bid. Any reference to the Bidder includes the sole bidding organization or the consortium members, in case of a Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.
5. "Bidding Company" shall refer to such single Company that has submitted the Bid in accordance with the provisions of this RFP;
6. "Bidding Consortium" or "Consortium" shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RFP under a Consortium Agreement;
7. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid as specified in the Tender Schedule of this document, including all amendments thereto;
8. "Bid Security" shall mean the unconditional and irrevocable bank guarantee/ demand draft to be submitted along with the Bid by the Bidder.
9. "CESL" shall mean Convergence Energy Service Limited, having its registered office at 2d Floor, Core-III, SCOPE Complex, Lodhi Road, New Delhi-110003;
10. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949 or as per relevant Act of Bidder's home country;
11. "Competent Authority" of the Bidder shall mean a person authorized under the relevant Power of Attorney (PoA) for the purpose mentioned herein of the Company and/or a



person or group of persons nominated by such official for the mentioned purpose herein;

12. "Company" shall mean a corporate body incorporated in India under the Companies Act, 1956/2013;
13. "Conflict of Interest" A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly, through a common company, which puts them in a position to have access to information about or influence the Bid of another Bidder;
14. "Contract" or "Agreement" means the Emission Reduction Purchase Agreement (ERPA) entered into between CESL and the successful Bidder(s) under this RFP, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein. A copy of draft ERPA is enclosed at Annexure 3 of this RFP;
15. "Contract Price / Contract Value /Agreement Value /Agreement Price" shall mean the value of total consideration between CESL and the successful Bidder as established in corresponding Contract and calculated in accordance with the price bid of Bidder. This will be the total price payable by the successful Bidder(s) to CESL for the purchase of VCUs under this RFP;
16. "Day" means calendar day;
17. "Effective Date" means the date at which Agreement comes into effect;
18. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in this document: Eligibility Criteria or Qualifying Requirements of this Bid;
19. "Letter of Confirmed Quantity" or "LoCQ" shall mean the 'letter' to be issued by CESL to the Successful Bidders post evaluation, in accordance with this RFP;
20. "Qualified Bidder" shall mean the Bidder(s) who, after evaluation of their response as per Eligibility Criteria or Qualifying Requirements outlined in this RFP, stand qualified for an opening and evaluation of their Price Bids;
21. "Successful Bidder(s) / Preferred Bidder (s)" shall mean the Bidder(s) selected by CESL pursuant to this Bid, i.e., on whom the award is made;
22. "SDG" The Sustainable Development Goals or Global Goals are a collection of 17 interlinked global goals designed to be a "shared blueprint for peace and prosperity for people and the planet, now and into the future". In September 2015, the General Assembly adopted the 2030 Agenda for Sustainable Development, including 17 Sustainable Development Goals (SDGs). Building on the principle of "leaving no one



behind”, the new Agenda emphasizes a holistic approach to achieving sustainable development for all. The year 2016 marks the first year of the implementation of the SDGs;

23. The 17 sustainable development goals (SDGs) to transform our world:

GOAL 1: No Poverty; GOAL 2: Zero Hunger; GOAL 3: Good Health and Well-being; GOAL 4: Quality Education; GOAL 5: Gender Equality; GOAL 6: Clean Water and Sanitation; GOAL 7: Affordable and Clean Energy; GOAL 8: Decent Work and Economic Growth; GOAL 9: Industry, Innovation and Infrastructure; GOAL 10: Reduced Inequality; GOAL 11: Sustainable Cities and Communities; GOAL 12: Responsible Consumption and Production; GOAL 13: Climate Action; GOAL 14: Life Below Water; GOAL 15: Life on Land; GOAL 16: Peace and Justice, Strong Institutions; GOAL 17: Partnerships to achieve the Goal;

24. “Tender” or “RFP” or “Bid Document” shall mean the ‘Offer for Sale’, *wherever mentioned in this document and Emission Reduction Purchase Agreement (ERPA)*, invited by CESL for sale of the Verified Carbon Units (“VCU”) to prospective buyers.

25. “UN” stands for United Nations, an intergovernmental organization whose stated purposes are to maintain international peace and security, develop friendly relations among nations, achieve international cooperation, and be a center for harmonizing the actions of nations;

26. “VCS” means the Verified Carbon Standard administered by VERRA, a 501 (c) organization. It is a voluntary carbon offsetting program that aims to assist organizations in reducing their carbon footprints, help the sectoral economy diversify by adopting low-carbon pathways, and catalyze climate actions on the ground. It enables the validation of GHG projects and programs and the verification of GHG Reductions or Removals;

27. “VCU” means a verified carbon unit or “Carbon Credit” issued by VERRA respect one unit shall mean the reduction of one tonne of carbon dioxide emissions or emissions of its equivalent gases generated from a project or programme and carried out under and in accordance with the VCS Rules administered by VERRA. It can be traded at its prevailing price, a unit relating to an environmental benefit. Carbon credits are classified under the Commodities category as ‘Commodity Derivative’ by SEBI vide its circular no. SEBI/ HO/ CDMRD/ DMP/ CIR/P/2016/105 dated September 28, 2016. Carbon Credits are akin to freely tradeable duty scrips, Renewable Energy Certificates, and priority sector lending certificates and those are construed to be in the nature of goods, as per Circular no. 34/ 8/ 2018-GST dated 01-March-2018 by the Ministry of Finance. PSLCs and RECs are classified under HSN code 4907 and attract 18% GST. Power Exchange of India also affirms the same vide their circular PXIL/ CNS/ 2021-2022/ 353 dated November 29, 2021.



### 3. Notice Inviting Tender

#### CONVERGENCE ENERGY SERVICES LIMITED

2<sup>nd</sup> Floor, Core-III, SCOPE Complex,  
Lodhi Road, New Delhi-110003

CONTRACTS DEPARTMENT

OPEN (DOMESTIC) TENDER

FOR

Name of the Work : Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme  
NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
NIT/Bid Date : 13-03-2024

Convergence Energy Services Limited (CESL) invites e-bids from interested Bidder(s) for the aforesaid work(s) under the Single-Stage Two-Envelope Bidding Process through e-TENDERING\*.

For details about the information for Bidders (IFB), please refer to the details that follow in this Bid Document.

Any amendment(s)/corrigendum(s)/clarification(s) with respect to this Bid Document shall be uploaded on the e-Tendering website only. The interested Bidder(s) should keep themselves updated by regularly visiting the e-Tendering website of CESL for any amendment/corrigendum/clarification in regards to this Bid.

For and on behalf of CESL

Contracts Department

\*The Bids for e-Tender will be submitted online on the website <https://cesl.eproc.in>. Oral, telephonic, telegraphic Bid(s) or those submitted in hard copy(ies)/physical form(s) will not be entertained. In case anything to this contrary mentioned anywhere in this Bid Document, the same should be ignored by the interested Bidder(s).

\*\* In the event of a technical support being sought from the support team during the bidding process, the bidder may exercise abundant caution while sharing details of their bid so that the bid confidentiality is not compromised. CESL shall not be liable for any lapse in the part of the bidders leading to a possible breach in confidentiality of their bid(s).

Signature :-  
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## Section 2:

### Instruction to Bidders



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
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#### 4. Bid Details

The Instructions to Bidders is mentioned in the table (ITB Table) below:

S. No.	Particulars	Details																																																				
1.	NIT / Bid Document No.	CESL/06/VCUs/Sales/232403008																																																				
2.	Name of Work	Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme																																																				
3.	Bill of Quantity	<div><div>(1) Sale of 7,27,581 VCUs generated from the first monitoring and verification cycle of three states (i.e., Bihar, Uttar Pradesh and Andhra Pradesh) under Gram UJALA scheme, a community-based energy-efficient home lighting government scheme, as per the below-mentioned lots.</div><table><tr><th>No. of Lot</th><th>VERRA Project Id</th><th>Total Quantity (in Nos).</th><th>Minimum Quantity of VCUs on offer per bid (in Nos).</th></tr><tr><td>1</td><td>2701</td><td>12,384</td><td>12,384</td></tr><tr><td>2</td><td>2700</td><td>384,096</td><td>34,096</td></tr><tr><td>3</td><td>2695</td><td>331,101</td><td>31,101</td></tr></table><div><div>(2) Bidders can purchase VCUs only in pre-defined portions under each Lot. Options available to Bidders corresponding to such pre-defined portions are described in the table below. Provided that Bidder can choose to bid through <b>only one option</b> in each Lot.</div><table><tr><th rowspan="2">Options</th><th colspan="3">Pre-defined portions</th></tr><tr><th>Lot 1</th><th>Lot 2</th><th>Lot 3</th></tr><tr><td>Option 1</td><td>12,384</td><td>34,096</td><td>31,101</td></tr><tr><td>Option 2</td><td rowspan="8">Not Applicable (Only Option 1 is available under Lot 1)</td><td>50,000</td><td>50,000</td></tr><tr><td>Option 3</td><td>100,000</td><td>100,000</td></tr><tr><td>Option 4</td><td>150,000</td><td>150,000</td></tr><tr><td>Option 5</td><td>200,000</td><td>200,000</td></tr><tr><td>Option 6</td><td>250,000</td><td>250,000</td></tr><tr><td>Option 7</td><td>300,000</td><td>300,000</td></tr><tr><td>Option 8</td><td>350,000</td><td>331,101 (Full)</td></tr><tr><td>Option 9</td><td>384,096 (Full)</td><td>Not Applicable</td></tr></table><div><div>(3) Bidders can bid for any number of Lots i.e.,</div><div>(i) Single Lot (Lot 1 or Lot 2 or Lot 3)</div></div></div></div>	No. of Lot	VERRA Project Id	Total Quantity (in Nos).	Minimum Quantity of VCUs on offer per bid (in Nos).	1	2701	12,384	12,384	2	2700	384,096	34,096	3	2695	331,101	31,101	Options	Pre-defined portions			Lot 1	Lot 2	Lot 3	Option 1	12,384	34,096	31,101	Option 2	Not Applicable (Only Option 1 is available under Lot 1)	50,000	50,000	Option 3	100,000	100,000	Option 4	150,000	150,000	Option 5	200,000	200,000	Option 6	250,000	250,000	Option 7	300,000	300,000	Option 8	350,000	331,101 (Full)	Option 9	384,096 (Full)	Not Applicable
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S. No.	Particulars	Details																																															
		<p>(ii) A combination of two Lots i.e., Lot 1 &amp; Lot 2 or Lot 1 &amp; Lot 3 or Lot 2 &amp; Lot 3</p> <p>(iii) All three Lots</p> <p>Provided that, a Bidder can bid for only one option (as provided in (1) above) in a Lot that the Bidder intends to bid for.</p>																																															
4.	Bid Document Fees	<p>(1) A Non-refundable and non-adjustable ₹25,000/- (Indian Rupees Twenty-Five Thousand Only)</p> <p>(2) Bidding Document Fees in the form of Banker's Cheque/ Demand Draft/ Pay Order drawn in favour of "Convergence Energy Services Limited", payable at Par or New Delhi, India.</p> <p>(3) Bidders can also opt for the transfer of bid document fees through an electronic mode in the designated bank account of "Convergence Energy Services Limited". The bank account details are presented in Annexure – 1 of the bid documents. The charges if any, for such transfer shall be borne by the bidder.</p> <p>(4) The response to this RfP submitted by the bidders without submission of bid document fees will be rejected and will not be considered for evaluation.</p>																																															
5.	Earnest Money Deposit (EMD) / Bid Security (BS)	<p>(1) The amount of Bid Security to be furnished by the Bidder will depend on the number of VCUs that the Bidder is offering to purchase in accordance with Clause. 6.1 (VCUs available for Sale) and has been indicated in the table below.</p> <table><tr><th rowspan="2">Option</th><th colspan="2">Lot 1</th><th colspan="2">Lot 2</th><th colspan="2">Lot 3</th></tr><tr><th>Pre-Defined Portion of VCUs</th><th>Bid Security Amount (INR)</th><th>Pre-Defined Portion of VCUs</th><th>Bid Security Amount (INR)</th><th>Pre-Defined Portion of VCUs</th><th>Bid Security Amount (INR)</th></tr><tr><td>Option 1</td><td>12,384</td><td>43,270</td><td>34,096</td><td>119,132</td><td>31,101</td><td>108,668</td></tr><tr><td>Option 2</td><td rowspan="5">Not Applicable (Only Option 1 is available under Lot 1)</td><td rowspan="5"></td><td>50,000</td><td>174,701</td><td>50,000</td><td>174,701</td></tr><tr><td>Option 3</td><td>100,000</td><td>349,402</td><td>100,000</td><td>349,402</td></tr><tr><td>Option 4</td><td>150,000</td><td>524,103</td><td>150,000</td><td>524,103</td></tr><tr><td>Option 5</td><td>200,000</td><td>698,804</td><td>200,000</td><td>698,804</td></tr><tr><td>Option 6</td><td>250,000</td><td>873,505</td><td>250,000</td><td>873,505</td></tr></table>	Option	Lot 1		Lot 2		Lot 3		Pre-Defined Portion of VCUs	Bid Security Amount (INR)	Pre-Defined Portion of VCUs	Bid Security Amount (INR)	Pre-Defined Portion of VCUs	Bid Security Amount (INR)	Option 1	12,384	43,270	34,096	119,132	31,101	108,668	Option 2	Not Applicable (Only Option 1 is available under Lot 1)		50,000	174,701	50,000	174,701	Option 3	100,000	349,402	100,000	349,402	Option 4	150,000	524,103	150,000	524,103	Option 5	200,000	698,804	200,000	698,804	Option 6	250,000	873,505	250,000	873,505
Option	Lot 1			Lot 2		Lot 3																																											
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Option 4			150,000	524,103	150,000	524,103																																											
Option 5			200,000	698,804	200,000	698,804																																											
Option 6			250,000	873,505	250,000	873,505																																											

Signature :-  
 Digitally signed by Nikhil Bhandari, DN: cn=Nikhil Bhandari, o=Energy Efficiency Services Limited, ou=Energy Efficiency Services Limited, email=nikhil.bhandari@eesl.co.in, c=IN, 2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b6b39352ea247, ou=CONTRACTS, o=ENERGY EFFICIENCY SERVICES LIMITED, c=IN  
 User ID : nikhil.bhandari  
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S. No.	Particulars	Details						
		Option 7			300,000	1,048,206	300,000	1,048,206
		Option 8			350,000	1,222,907	331,101 (Full)	1,156,874
		Option 9			384,096 (Full)	1,342,040	Not Applicable	
		<p>(2) Provided that in case a Bidder is bidding for more than one Lot, then in that case the amount of applicable Bid Security will be cumulative of all options exercised by the Bidder. Following illustration is provided for more clarity.</p> <p>For illustration: If a Bidder is bidding for Option 1 in Lot 1, Option 5 in Lot 2 and Option 7 in Lot 3 then the total amount of Bid Security applicable shall be</p> <p>VCUs bid for: 512,384 (12,384 (Lot 1) +200,000 (Lot 1) +300,000 (Lot 1))</p> <p>Applicable Bid Security Amount: ₹17,90,280/- (₹ 43,270/- (Lot 1) + ₹ 698,804/- (Lot 2) + ₹ 1,048,206/- (Lot 3))</p> <p>(3) A signed and scanned copy of Bid Security must be uploaded to the E-tendering portal, i.e., <a href="https://cesl.eproc.in">https://cesl.eproc.in</a> as a part of the Technical Bid. The hard copy of the original Bid Security must be submitted at CESL on or before the opening of Bids.</p> <p>(4) The Bid Security is to remain valid for a period of ninety (90) days beyond the final Bid Validity period. If a Bidder consents to an extension of the Bid Validity Period, the Bid Security to be suitably extended by the Bidder.</p> <p>(5) Any bid not accompanied by an acceptable bid security, shall be rejected by CESL as being non-responsive and returned to the Bidder without being opened. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.</p>						
6.	Bid Validity Period	<p>(1) Bids shall remain valid for a period not less than one hundred and twenty days (120) days from the deadline for the Bid submission.</p> <p>(2) In exceptional circumstances, before the original bid validity period expires, CESL may request the Bidders to extend the validity period for a specified additional period. The request and responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting their Bid Security/ EMD. A Bidder agreeing to the request will not be permitted to modify their bid but will be required to extend the validity of their Bid Security/ EMD for the extension period and in compliance with RfP terms in all respects. The price as per Financial Bid shall be valid for the entire duration of the Agreement when</p>						

S. No.	Particulars	Details
		awarded within the Bid Validity Period including any extensions thereof.
7.	Bid Document Sale Date & Timing, i.e., Last date & time for downloading Bid from website	From 13/03/2024 to 03/03/2024 upto 1100 hrs (IST)
8.	Pre-Bid Meeting	On 19/03/2024 at 1500 hrs (IST) by mode of online VC link as given below: Click on <a href="#">Join the meeting now</a> on scheduled Pre-bid meeting date
9.	Bid Submission deadline	From 13/03/2024 to 03/03/2024 upto 1130 hrs (IST)
10.	Technical e-Bid(s) Opening Date	On 03/03/2024 upto 1200 hrs (IST)
11.	Cost of Bid	(1) Bidder shall be responsible for all the costs associated with the preparation of their bid, establishing eligibility, submission and participation in the bid process. CESL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
12.	Financial Bid / Price Bid Opening Date	To be intimated vide e-mail to the Qualified Bidder(s) through E-tendering Portal
13.	Bidding Process	(1) Single Stage Two Envelope Bidding (Domestic Competitive Bidding under e-tendering) (2) Under this process, a Bid is invited under two Envelopes/Covers. Along with the Bid, the Bidder shall pay CESL non-refundable Bid-Documents Fee as mentioned in this ITB. Eligibility/ Qualification of the Bidder will be determined based on the details submitted in Envelope 1 (Technical Bid). The Financial Bid as the Envelope 2 shall be submitted online and shall be opened only for those Bidders whose Technical Bids are responsive to qualifying requirements as per this RfP. The qualification of each Bidder shall individually be assessed based on the requirements specified in this RfP.



S. No.	Particulars	Details
14.	Evaluation and Allocation Process	(1) Bids will be evaluated based on the INR per VCU and the quantity of VCUs quoted by the Bidder for each Lot. Please refer to the relevant sections in this RfP for further details on the award of the Contract and the evaluation process.
15.	Bid Currency	(1) All prices quoted in the Bid shall be quoted in Indian National Rupees (₹) (INR).
16.	Number of Bids by Bidder	<p>(1) No Bidder or their Associate(s) or other consortium members (in case the Bidder is a Consortium) or their Associate(s), shall submit more than one Bid under this RfP.</p> <p>(2) For each Lot, any Bidder applying individually as a single Bidder or as part of a consortium shall not be entitled to submit another Bid either individually or as a member of another consortium, directly or indirectly through an associate of any other Bidder, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, all such Bids shall be disqualified and rejected.</p> <p>(3) However, the Bidder is free to quote its Bid for any number of Lots on offer; for clarity, the Bidder can bid for any one Lot one, or any combination of two Lots, or all three Lots that are on offer.</p>
17.	Publication	(1) This invitation for bids follows the e-tendering notice (Invitation for Bids) for the subject package published on the CESL Website and e-tendering portal and on the Government of India's Central Public Procurement Portal ( <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> ). Any Corrigendum and/or amendments shall also be published only on the above website/portals.
18.	Quotations	<p>(1) Bidders should quote their unit price and quantity of VCUs in figures and numbers in the unit of Indian Rupees, specified in the e-tender by carefully punching in the appropriate field. All prices quoted in the Bid shall be quoted in Indian Rupees (INR).</p> <p>(2) The price quoted by the Bidder should be exclusive of all taxes (such as Goods &amp; Service Tax (GST)), duties and levies etc. as necessary to affect the Sale of VCUs in accordance with the relevant instrumentality of Government of India. All such above taxes, duties and levies shall be borne by the Bidder in addition to transfer charges, if applicable to the transfer of credits from the VCS hosted account of CESL to the VCS hosted account of Bidder.</p>
19.	E-tendering portal	CESL's e-Tendering portal is <a href="https://cesl.eproc.in">https://cesl.eproc.in</a> (e-portal) The government of India's Central Public Procurement Portal is <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>



S. No.	Particulars	Details
		<b>The Bidders should keep themselves updated by regularly visiting the CESL E-tendering Website for any amendment/corrigendum/clarification regarding this RFP.</b>
20.	Bid to be Addressed to	Chief General Manager (Contracts) Convergence Energy Services Limited 2 <sup>nd</sup> Floor, Core-III, SCOPE Complex Lodhi Road, New Delhi-110003
21.	Email	For Bid-related Queries: Contracts <a href="mailto:ceslcontracts@eesl.co.in">ceslcontracts@eesl.co.in</a> For Technical Queries: Carbon Credit Cell <a href="mailto:head-cc.cesl@eesl.co.in">head-cc.cesl@eesl.co.in</a>
22.	Website	<a href="https://cesl.eproc.in">https://cesl.eproc.in</a>

### Important Note:

1. All the Bids must be accompanied by a Bid Document Fee and bid Security/EMD, as mentioned above. Bids not accompanying the Bid Document Fee & Bid Security/EMD, or those accompanied by these instruments of inadequate value, shall not be entertained, and in such cases, the Bids shall not be opened.
2. The Bid Document Fee & Bid Security/EMD, in a sealed Envelope, superscribed "Bid Document Fee & Bid Security/EMD for NIT/Bid Document No.: ".....", must reach the following address before the technical e-Bid Opening Date & Time mentioned above or in subsequent amendment(s), if any:

Chief General Manager (Contracts)  
Convergence Energy Services Limited  
2<sup>nd</sup> Floor, Core-III, SCOPE Complex  
Lodhi Road, New Delhi-110003

3. The details of the instruments of Bid Document Fee and Bid Security/EMD (DD/BG, etc., as applicable) have to be entered online in relevant fields/columns of the module while submitting the Bid. The Bidder must ensure that the original instruments towards Bid Document Fee and Bid Security/EMD are received by CESL before Technical e-Bid Opening Date & Time, for verification of the details as given online by the Bidder. Failure to comply with this would render the Bid liable for rejection, and the Bid will not be opened online. CESL will not be responsible for any delay, loss or non-receipt of Bid Document Fee or Bid Security/EMD sent by post/courier.
4. Any relaxation/exemption sought by Bidder, if provided, shall only be considered in accordance with relevant clauses regarding submission of Bid Document Fee and Bid Security/EMD and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



of Bid Document Fee & Bid Security/EMD are self-explanatory, Bidder should ascertain their fulfilment of all conditions and submit its Bid accordingly. If, at any stage, it is found that false information is furnished or non-compliance with any of the conditions defined in the said clauses, the Bid shall be considered non-responsive and will not be considered for further evaluation. Bidder seeking exemption from submission of the Bid Document Fee and Bid Security/EMD have to mandatorily submit/upload the scanned copy of their valid original registration certificate(s), as asked for in the relevant clause, along with other relevant documents as part of their online Bid.

5. Procedure for submission registration on the CESL E-tendering portal is provided below. The Bid Submission, Bid Closing and Bid Opening will be done electronically and online. CESL will not be responsible for any delay, loss or non-receipt of Bid Document Fee and Bid Security/EMD sent by post/courier. The instrument should reach the original to the CESL office before the technical e-bid Opening Date and time. Bids not accompanied by the requisite Bid Security/EMD may not be opened.

## 6. INSTRUCTION FOR PARTICIPATION IN THE E-BIDDING THROUGH E-PORTAL

CESL has appointed M/s. C1 India Pvt. Ltd., NOIDA as implementation agency for carrying out e-Tendering . Also, as per IT ACT 2000, use of Digital Signature Certificate (DSC) is mandatory for participating in the e-Tendering process. New Bidder's should register on the website <https://cesl.eproc.in> by payment of one-time registration fee of ₹ 5,000/- through DD in favor of "Convergence Energy Services Limited".

Bidder(s) are requested to visit "e-Tendering" section at CESL website, [www.ceslindia.org](http://www.ceslindia.org) for instructions and registration on e-Tendering portal.

### Steps for Registration on CESL's E-tendering Portal

- Open portal by entering URL <https://cesl.eproc.in> in internet explorer.
- Download and read 'System Requirement Manual' and Registration Manual from our e-Tendering portal <https://cesl.eproc.in>
- Click on 'Login/Sign Up' link and then Registration link for new registration.
- Fill all mandatory fields and click on submit button.
- Login with the user id and password you have created. You will be redirected to a page where you have to enter your challenge phrase, which is received in your registered email id.
- Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- Fill all mandatory fields of the Common Info form and upload scan copy of your DD (in favor of "Convergence Energy Services Limited", Delhi) in PDF format of ₹ 5,000/- and click on save and send the original DD to CESL, Delhi office, Covering Letter on your Letter-Head and print out of page regarding registration of approval (automatically generated on screen).

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



viii. Also read the instructions given under e-Tendering link available at home page of CESL website [www.ceslindia.org](http://www.ceslindia.org)

**Note:** Online registration shall be done on e-Tendering website, i.e., <https://cesl.eproc.in> & in general, activation of registration may take 24 hours subject to the submission of original DD. It is sole responsibility of the Bidder / Intending Applicant to register in advance.

**Digital Signature Certificate:** It is mandatory for the Bidder / Intending Bidder to have class-III Digital Signature Certificate (DSC) with signing and Encryption certificate (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (Bidder can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in) ) to participate in e-Tendering of CESL.

CESL Global Support Telephones and e-mail ID:

Contact Details: +91-124-4302033/36/37, +91-8826814007

[ceslsupport@c1india.com](mailto:ceslsupport@c1india.com), [sandeep.bhandari@c1india.com](mailto:sandeep.bhandari@c1india.com)

7. The Bidder shall download the Tender Document from <https://cesl.eproc.in>. Bidder shall upload their Bid ONLINE through <https://cesl.eproc.in> along with a scanned copy of Bid Security and deposit the same as specified in this RFP Document. Oral, telephonic, telegraphic Bid or those submitted in hard copies/physical form will not be entertained. In case anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.
8. **Digital Signature Certificate (DSC):** Bidders willing to take part in the process of e-tendering are required to obtain Class 3 DSC in the name of the person who will sign the Tender from any authorized Certifying Authority (CA) under the Controller of Certification Agencies (CCA), Govt of India as per IT Act, 2000. The Bidders are required to register the fact of possessing the DSC through the Registration System available on the website. Tenders shall be submitted online, and intending Bidders should download the tender documents from the website stated above directly with the help of the DSC. This is the only mode of collection of tender documents. Details of the submission procedure are given below.
9. **Disqualification of Bidders:** Any evidence of unfair Trade Practices, including overcharging, price fixing, cartelisation etc., as defined in various statutes, will automatically disqualify the Bidders.
10. **Amendment of the Bid Documents:** The Tender Inviting Authority reserves the right to modify, amend or supplement the Tender Document. Any corrigendum notification concerning this RFP will be published in the e-tender portal <https://cesl.eproc.in/> and treated as part and parcel of the Tender. The Bidders are, therefore, advised to follow the website for such corrigendum, notification etc.



11. All important correspondence must be sent through a declared authorized email ID with an original scanned copy of documents/letters on the Company's letterhead/pad. However, hard copies should reach our office through post/ by hand from Bidder's end.
12. CESL reserves the right to cancel/withdraw this NIT/IFB/Tender without assigning any reason whatsoever, and in such a case, no Bidder / Intending Applicant shall have any claim arising out of such action.



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## 5. Introduction

### 5.1 About Convergence Energy Services Limited

Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), under the Ministry of Power (MoP), Government of India (GoI).

CESL is a green energy-focused venture, addressing multiple gap areas in the energy ecosystem and delivering solutions at the confluence across sectors (such as electricity and transport). It is actively working to develop new business models for adaptation at scale via government partnerships. CESL is also spearheading market-related actions for the National Mission for Enhanced Energy Efficiency (NMEEE) under India's National Action Plan on Climate Change (NAPCC).

CESL is blending green financing for its programs. CESL has multiple projects registered in international leading carbon registries. These projects are undertaken in multiple domains including last mile energy efficiency products and electric mobility. The benefits accrued on account of monetization of these carbon credits are passed down to the end beneficiaries of these projects.

### 5.2 Context

#### 5.2.1. Project Background

The Hon. Prime Minister of India, during the 26<sup>th</sup> Conference of Parties (COP 26) in November 2021, announced mission LIFE - Lifestyle for Environment. The mission aims to create a global network of 'Pro-Planet people' adopting and promoting lifestyle options that enable an ecosystem that strengthens and encourages environmentally safe practices.

Launched by the Hon. Minister of State (I/C) for Power & New and Renewable Energy on 24-Mar-2021, 'Gram UJALA' is one such national-level scheme that resonates with the mission of 'LIFE'.

It is a customised scheme to promote energy efficiency, reduce peak demand and enhance the lifestyle of rural households by replacing their in-efficient incandescent lamp (ICL) with energy-efficient Light-emitting Diode (LED) bulbs at an affordable cost.

It is India's first community-based energy-efficient home lighting scheme based on carbon financing. Revenues from carbon credits will meet the project viability gap i.e., the difference between the cost of procurement and the selling price of the LED bulb is financed through the carbon credits generated from the Project, making the bulbs affordable in rural last mile households

CESL, under the guidance of MoP, led the implementation of Gram UJALA, which is one of its flagship schemes. Through this scheme, CESL is encouraging the usage of LED bulbs, which directly contributes to enhanced end-use energy efficiency. The scheme helps households

reduce their annual electricity bills, increasing personal financial savings. The families use the saved money to improve their quality of life, promoting more comprehensive economic growth and prosperity.



*Figure 1: Gram UJALA Scheme launch event in Uttar Pradesh organised on 24th March 2021*



*Figure 2: LED bulb distributed as part of Gram UJALA Scheme*

The scheme attempts to increase access to energy-efficient LED bulbs to increase awareness against climate change. This scheme facilitates adopting new energy-efficient technology (i.e., LED bulbs compared to baseline ICL bulbs) and promotes sustainable development of local cities and communities by reducing their impact on resources (i.e., electricity). The scheme further creates or increases business opportunities for LED bulb manufacturers.

### 5.2.2. Business Model

Under the scheme, high-quality 7-watt and 12-watt LED bulbs with 3-year warranty are given to rural consumers against submission of working ICL bulbs at an affordable cost of INR 10 per LED bulb. Consumers can exchange a maximum of 5 LED bulbs and need electricity meters installed in their houses to monitor the number of hours of usage. All the old ICL bulbs, collected in place of the LED bulbs, are destroyed by CESL or a CESL-appointed agency. The implementation and monitoring of the program is in line with AMS II-C: Demand-side energy efficiency activities for specific technologies, version 15.0 approved by UNFCCC. Further details on the economics of LED in rural areas, geographic reach of the project, and technological sustainability are provided in the validated Project Reports on VERRA Registry (Reference: Table 3 below).

### 5.2.3. Target Beneficiary and states

The program targets more than 20 lakh rural households in five Indian states, i.e., Bihar, Uttar Pradesh, Andhra Pradesh, Karnataka and Telangana. It includes last mile rural consumers with access to grid power, with a focus on women as recipients of the bulbs at kiosks as well as at households.

### Project Implementation

The project leverages the learnings of the flagship UJALA Program of EESL –recognized globally as a self-sustaining government initiative that triggered large scale market



transformation through rapid implementation. The project has been implemented through CESL/EESL's partnership with State Distribution Company, reaching last mile users at scale.

## Project Monitoring

Following CDM and VERRA methodologies, the program monitoring includes periodic review of customer-wise database, grievance records and redressal, spot-checking of LED usage in randomly selected households as undertaken by VVBs. Average operating hours of LEDs was measured by tracking through usage of sample project LEDs for a period of 90 days through run time meters as required as per AMS II.C Methodology.

### 5.2.4. Status of distribution of LED bulbs

The projects for all the five target states became operational between 2021-2022. As of June 2022, one crore bulbs have been distributed in villages of five states. Below are the statistics of LEDs distributed in these projects:

*Table 1: LED Distribution Statistics under Gram UJALA Scheme for the five target states as of June 2022*

Location within India	Number of Districts Served	Distribution Period	Replacement Period, in case of any defects	Number of LEDs Distributed Under the Project as of June 2022		Number of Households served <sup>1</sup>	
				12 W Bulbs	7 W Bulbs	Total	Women Beneficiaries
Bihar	20	2021-22	2022-25	1,046,796	2,715,262	754,339	97,158
Uttar Pradesh	36	2021-22	2022-25	1,470,909	3,163,310	928,698	104,359
Andhra Pradesh	4	2021-22	2022-25	170,577	388,453	111,999	21,522
Karnataka	9	2021-22	2022-25	146,318	331,017	95,666	16,898
Telangana	6	2021-22	2022-25	174,145	395,000	113,734	16,752

As summarized above, the scheme has benefitted over 20 lakh household covering seventy-five (75) districts across the country. Out of these, ~12.8% (~2.56 Lakh) were women who benefitted directly from the scheme. Though it may be noted that the actual number of women beneficiaries of the Scheme would be much higher as most target households were demographically expected to have more than one female member. Further, the target districts of the scheme have their respective District Gross Domestic Product (GDP) much

<sup>1</sup> Data collection between July 2021 and May 2022, CESL.





lower than the average GDP of the country indicating that a majority of population inhabiting these districts are from economically weaker sections of society.



### 5.2.5.Social/ Community impact created

The distribution of LED bulbs under Gram UJALA scheme aligns with SDG 7 (affordable and clean energy) by increasing LED adoption, reducing fossil fuel use in thermal power plants due to reduced electricity demand and promoting affordability. It also aligns with SDG 5 (gender equality) by socially empowering women in rural areas, SDG 8 (decent work and economic growth) by promoting job creation, increased productivity and entrepreneurship, SDG 11 (sustainable cities and communities) by reducing the levels of greenhouse gas (GHG) emissions, SDG 12 (responsible consumption and production) by reducing failed ICL waste generation and SDG 13 (climate action) by resulting in emission reductions. The SDG outcomes of this LED distribution project in Telangana further align with India's sustainable development priorities as mentioned in its official document 'India's Nationally Determined Contributions' under the Paris Agreement NDC. Gram UJALA scheme addresses following global Sustainable Development Goals. The project supports India's NDC focus areas such as climate action, energy efficiency and reduction in emission intensity of India. The project's positive impact on climate change mitigation hence aligns with the nationally stated sustainable development priorities of India.


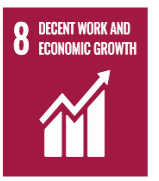
*Table 2: Impact created by CESL from Gram UJALA Scheme against Social Development Goals (SDGs) adopted by the UN*

S. No.	Sustainable Development Goal (SDG)	Social/Community Impact Created by Gram UJALA Scheme	Supporting Statistics
Environmental Well-being	 <p>13 CLIMATE ACTION</p>	<ul style="list-style-type: none"> <li>Contributed to GHG emission reduction by one-on-one replacement of ICL bulbs with LED bulbs.</li> </ul>	<ul style="list-style-type: none"> <li>Total LED bulbs distributed under Gram UJALA scheme yields an annual energy savings of CO<sub>2</sub> reductions of approx. 2.40<sup>1</sup> million tCO<sub>2</sub>/year</li> </ul> <p>Source: (1) VCS (Verra) validated Project Description Document (PDD)</p>
	 <p>11 SUSTAINABLE CITIES AND COMMUNITIES</p>	<ul style="list-style-type: none"> <li>Reduced amount of air emissions being released in atmosphere by introducing energy efficient lighting appliance in domestic premises, which leads to reduction in electricity demand generated from power plants</li> </ul>	<ul style="list-style-type: none"> <li>Over 2 million households across seventy-five districts in India are actively reducing their fossil-fuel-based electricity consumption through usage of more efficient LED bulbs.</li> </ul> <p>Source: VCS (Verra) validated Project Description Document (PDD)</p>



S. No.	Sustainable Development Goal (SDG)	Social/Community Impact Created by Gram UJALA Scheme	Supporting Statistics
Social Well-being	 <p>12 RESPONSIBLE CONSUMPTION AND PRODUCTION</p>	<p>Contribute to</p> <ul style="list-style-type: none"> <li>reducing the volume of e-waste generated within the project area owing to the reduced need for replacing failed baseline lamps on a regular basis attributable to higher working hours of the project LEDs.</li> <li>avoiding unregulated dumping of the replaced ICLs/fluorescent bulbs (baseline lamps) by ensuring proper collection and scientific disposal of the bulbs.</li> </ul>	<ul style="list-style-type: none"> <li>Total LED bulbs distributed under Gram UJALA scheme is projected to avoid an annual peak demand of 388 MW.</li> </ul> <p>Source: CESL's Gram UJALA Records</p>
	 <p>7 AFFORDABLE AND CLEAN ENERGY</p>	<ul style="list-style-type: none"> <li>Contribute to providing access to affordable, reliable, and sustainable modern energy by one to one replacement of ICLs/fluorescent bulbs with energy efficient LED over the project lifecycle.</li> <li>Leveraged carbon financing to address the viability gap between the prices of LED bulbs and ICL bulbs &amp;</li> <li>Contributed in shift to a cleaner energy solution (i.e., LED bulb) to avoid the negative environmental impact of the baseline ICL bulb.</li> </ul>	<ul style="list-style-type: none"> <li>Beneficiaries under Gram UJALA scheme were provided LED bulbs at INR 10 per bulb, which is lower than cost of ICL bulbs</li> <li>Further, the annual cost of operating an LED bulb is ~INR 4.00<sup>1</sup>, which is about one-tenth of the cost of operating an ICL bulb for the same period.</li> </ul> <p>Source: <a href="#">From Darkness to Light - UJALA, The Ministry of Power, Government of India</a>; <sup>(1)</sup> 140 Hours of operation in a year</p>

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927d0976a497e6a2e1e4c871926d29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

S. No.	Sustainable Development Goal (SDG)	Social/Community Impact Created by Gram UJALA Scheme	Supporting Statistics
		<ul style="list-style-type: none"> <li>Targeted women beneficiaries in some of the weakest communities of rural India.</li> </ul>	<ul style="list-style-type: none"> <li>About 2.56 Lakh (or ~12.8%) out of the ~20 lakh households benefitted under the scheme are owned by females.</li> </ul> <p>Source: CESL's Gram UJALA Records</p>
<b>Economic Well-being</b>		<ul style="list-style-type: none"> <li>Promoted job creation, increased productivity and entrepreneurship, resulting in sustainable economic growth of the LED market in India</li> <li>Contributed to generation of employment in both formal (LED manufacturers) and informal sector (total economy, agriculture and non-agriculture) by contracting locals for varying lengths of time over the project lifetime.</li> </ul>	<ul style="list-style-type: none"> <li>The production value of LED lighting products in India increased significantly from INR 71.34 billion in FY 2017 to INR 186.26 billion in FY 2022.</li> <li>The Indian LED lighting industry is likely to further increase enormously at a CAGR of 7.79% during 2023-2028.</li> </ul> <p>Source: Annual Report 2022-23, The Ministry of Electronics and Information Technology; LED Market in India Size &amp; Share Analysis, Mordor Intelligence</p>

## A. Carbon credits generated

The projects for all the five states targeted under the scheme are registered with VERRA as small-scale grouped projects under the title 'SHINE – Distribution of LED Lightbulbs in India'. The projects are registered with Project ID 2695 (Bihar), 2700 (Uttar Pradesh), 2701 (Andhra Pradesh), 3821 (Karnataka), and 3850 (Telangana).

The methodology applicable followed is AMS II-C: Demand-side energy efficiency activities for specific technologies, version 15.0.

### a. Accrued from first monitoring and verification cycle

Among the five registered projects, three, as mentioned in the table below, have completed the first cycle of the monitoring and verification period and generated a total of 0.97 million VCUs. The project description, monitoring reports, and VCU vintage details for each of the above projects are available in public and can be accessed at the respective links of the VERRA registry, provided in the table below.



Signature :-  
Subject : CN=NIKIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

Of all the VCUs generated, CESL intends to monetize 0.73 million VCUs, details of which are provided in the table below.

*Table 3: Project-wise details of VCUs generated by CESL from the Gram UJALA Scheme during the first monitoring and verification cycle of respective projects.*

Project ID on Verra registry	Access Link	VCS Project Type	Location	Vintage Period		VCUs Offered by CESL
				Start Date	End Date	
2701	<a href="#">VCS Project Link</a>	Energy Demand	Andhra Pradesh, India	01-Jan-2022	31-May-2022	12,384
2700	<a href="#">VCS Project Link</a>	Energy Demand	Uttar Pradesh, India	01-Jan-2022	31-May-2022	384,096
2695	<a href="#">VCS Project Link</a>	Energy Demand	Bihar, India	01-Jan-2022	31-May-2022	331,101
Total Verified Carbon Units offered by CESL						<b>727,581</b>

The VCUs of the remaining two projects (i.e., project ID 3821 and 3850) for their first cycle of the monitoring and verification period are in the advanced stages of issuance and verification. These VCUs will soon be available with CESL for sale/ retirement.

Further, with the intent of monetizing the above (accrued) VCUs through an open, domestic competitive bidding process, CESL floated an Expression of Interest (EOI) on 22<sup>nd</sup> September 2023. This EOI sought suggestions from several potential organizations on terms and conditions related to the RFP stage to invite Financial Bids for monetization from potential buyers.

Now, through this RFP, CESL invites tenders from eligible Bidders for sale of the above VCUs.

#### **b. Future Sale of Carbon Credits**

It is envisaged that an additional ~10 million VCUs will accrue over the lifecycle of the projects, as identified above. CESL intends to monetize them as well, and shall communicate the relevant details to interested parties through email or notification on its website [www.convergence.co.in](http://www.convergence.co.in)

### **6. Purpose of the RFP and manner of VCU sale**

Sale of 0.73 million VCUs generated from the first monitoring and verification cycle of three projects under Gram UJALA scheme, registered with VCS Program (VERRA Registry) under Project IDs 2701, 2700, and 2695.



## 6.1 VCUs available for sale

CESL, through this RFP is conducting a sale to monetize VCUs generated from its Gram UJALA scheme registered with VCS Program (VERRA Registry) under the title, "SHINE – Distribution of LED Lightbulbs in India". VCUs generated from individual projects are available for sale separately and have been segregated as individual Lots, details of which are provided in the table below.

Table 4: Lot-wise details of VCUs being offered for monetization

VCU Lot nos.	Project ID on VERRA registry	VCS Project Type	Location	Vintage Period		Total Quantity (Nos.)	Minimum Quantity (Nos.)
				Start Date	End Date		
Lot 1	2701	Energy Demand	Andhra Pradesh, India	01-Jan-2022	31-May-2022	12,384	12,384
Lot 2	2700	Energy Demand	Uttar Pradesh, India	01-Jan-2022	31-May-2022	384,096	34,096
Lot 3	2695	Energy Demand	Bihar, India	01-Jan-2022	31-May-2022	331,101	31,101
Total Verified Carbon Units offered by CESL						<b>727,581</b>	-

As summarized above, a total of 727,581 VCUs are available for sale across three Lots of 12,384 (Lot 1), 384,096 (Lot 2), and 331,101 (Lot 3) VCUs. Further,

- (1) Bidders can purchase VCUs only in pre-defined portions under each Lot. Options available to Bidders corresponding to such pre-defined portions are described in the table below. Provided that Bidder can choose to bid through **only one option** in each Lot.

Table 5: Pre-defined portions for sale of VCUs under each Lot

Options	Pre-defined portions		
	Lot 1	Lot 2	Lot 3
Option 1	12,384	34,096	31,101
Option 2	Not Applicable (Only Option 1 is available under Lot 1)	50,000	50,000
Option 3		100,000	100,000
Option 4		150,000	150,000
Option 5		200,000	200,000
Option 6		250,000	250,000
Option 7		300,000	300,000
Option 8		350,000	331,101 (Full)
Option 9		384,096 (Full)	Not Applicable



(2) Bidders can bid for any number of Lots i.e.,

- (i) Single Lot (Lot 1 or Lot 2 or Lot 3)
- (ii) A combination of two Lots i.e., Lot 1 & Lot 2 or Lot 1 & Lot 3 or Lot 2 & Lot 3
- (iii) All three Lots

Provided that, a Bidder can bid for only one option (as provided in (1) above) in a Lot that the Bidder intends to bid for.

## 7. Downloading Tender Document; Corrigenda and Clarifications

### 7.1 Downloading the Tender Document

1. The Tender Document shall be published and be available for download as mentioned in the ITB table. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

### 7.2 Clarification of Bidding Documents & Pre-Bid Meeting

1. The Bidder shall be deemed to have carefully examined the Bidding Document and be satisfied with the nature of the contract and all relevant matters. Should there be any discrepancy or obscurity in the meaning of any of these Clauses of the e-Tender documents or if there be any query of the intending Bidder, the Bidder may notify the CESL (in writing or by post or by email) of such discrepancies, doubt, obscurity or queries at the CESL's mailing address indicated below for necessary clarification by CESL & further action in this regard.

The address of CESL for communication is:

CGM (Contracts)

Convergence Energy Services Limited,

C/o Floor 2<sup>nd</sup>, Core 3,

Scope Complex, Lodhi Road,

New Delhi-110015

Email: [ceslscm@eesl.co.in](mailto:ceslscm@eesl.co.in)

2. To assist in the examination, evaluation and comparison of Bids, CESL may ask the Bidder individually to clarify his Bid. The request for clarification and the responses shall be in writing or by email.
3. The Pre-bid meeting will be held in hybrid mode on the date and time mentioned in the Tender Schedule at the CESL office, Core III, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi – 110003. The Virtual Access link will be shared with all the participants prior to the scheduled date.



4. Non-attendance at Pre-Bid discussion will not be a cause for disqualification of Bidders. The clarification in the Pre-Bid discussion or amendments issued after that shall be final and binding on the Bidder as part of the original Bid Documents.

### 7.3 Deviation

1. This RfP is a 'No Deviation' tender. However, requests for any deviation by the Bidder (s) via their queries before the pre-bid meeting, if tenable, will be informed in the pre-bid meeting.
2. The Bidder would be required to comply with all the requirements of bidding documents without any extra cost to CESL, failing which their bid security will be forfeited. Further, CESL may request the bidder to withdraw any or all the deviations as may be listed in the response submitted by the bidder. In case the bidder does not withdraw the deviations proposed, if any, at the cost of withdrawal stated in the bid, the bid will be rejected and bid security forfeited.

### 7.4 Amendment of Bidding Documents

1. At any time before the deadline for submission of bids, CESL may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, amend the bidding documents.
2. The amendment/clarification to the RfP will be notified in writing or by cable to all participating Bidders and will be binding on them. Bidders are required to acknowledge receipt of any such amendment immediately, and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid.
3. To afford prospective Bidders reasonable time to consider the amendment in preparing their Bid, CESL may, at its discretion, extend the deadline for submitting bids.

## 8. Preparation of Bid

### 8.1 Language of the Bid

1. The proposal prepared by the Bidder/ Consortium and all correspondence and documents relating to the Bid/RfP exchanged by the Bidder/Consortium and CESL shall be written in the English language, provided that any printed literature furnished by the Bidder/consortium of Bidders may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### 8.2 Cost of Bidding

1. The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, stamp papers, notary, scanning, internet, postage, delivery fees, bank transaction charges and/or its interest, expenses associated with any submission of samples, demonstrations, or presentations

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



which CESL may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and CESL shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

### 8.3 Alternative Bids not Allowed

1. Multiple Bids by a Bidder shall not be considered. The Portal shall permit only one Bid to be uploaded.

### 8.4 Documents comprising the Bid

#### 8.4.1. Techno-commercial Bid

1. "Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the documents defined in Clause. 9.2 of this RFP in the PDF format. PDF documents should not be password protected.
2. The originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein.
3. No price details should be given or hinted at in the Technical Bid.

#### 8.4.2. Financial Bid

1. "Financial Bid" shall comprise the Price Bid considering all financially relevant details as applicable in accordance with this RFP. No additional technical details, which have not been brought out in the Technical Bid shall be brought out in the Financial Bid.
2. The format of Financial Bid is provided at Annexure 2: Price Bid Format of this RFP. The 'unit prices' submitted by the Bidders in the Financial Bid should be complete and unconditional total offers. The 'unit price' are to be submitted up to three decimals. The offers as provided in the Financial Bid will be considered as firm and binding. CESL reserves the right to evaluate these Binding offers if the e-tender is annulled within the Bid Validity Period and conveys its acceptance to the Bidders based on these offers.
3. The prices and quantities are to be filled out on the e-tender portal only, and bidders are required not to submit the Financial Bid in hard copy at CESL. The same will not be considered. The Financial Bid Format, as attached in Annexure 2: Price Bid Format in the RFP document, is only for illustrative/reference purposes.

### 8.8 Bid Validity

1. Bids shall remain valid for a period not less than one hundred and twenty (120) days from the deadline for the Bid submission as stipulated in ITB. A Bid valid for a shorter period shall be rejected as nonresponsive.



2. In case the day up to which the Bids are to remain valid falls on/ subsequently declared a holiday or closed day for CESL, the Bid validity shall automatically be deemed to be extended up to the next working day.
3. CESL shall make its best efforts to complete the Tender process and award prior to the end of the Bid Validity period. In exceptional circumstances, before the expiry of the original time limit, CESL may request the Bidders to extend the validity period for a specified additional time. The request and the Bidders' responses shall be made in writing or electronically. A Bidder may agree to or reject the request. A Bidder who has agreed to CESL's request for extension of Bid validity, in no case, it shall be permitted to modify its Bid. A Bidder who has rejected the request, their Bid shall not be evaluated and their Bid Security shall be returned without forfeiture.

## 8.9 Bid Security

1. To safeguard against a Bidder's withdrawing or altering its Bid during the Bid Validity period [also known as Earnest Money Deposit (EMD)], a Bid Security is to be submitted by the Bidder, along with its Bid.
2. The Bid Security shall, at the Bidder's option, be in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque or Letter of Credit or Bank Guarantee (as per format mentioned in Form-2, Format for Bank Guarantee for the Bid Security) from any of the Commercial Banks or payment online in an acceptable form.
3. The Bid Security is to remain valid for a period of ninety (90) days beyond the final Bid Validity period. If a Bidder consents to an extension of the Bid Validity Period, the Bid Security is to be suitably extended by the Bidder.
4. The details of the Bid Security instrument must be submitted in the relevant field/column of an online module. The vendor should ensure that CESL receives the original DD/BG at the address provided in the ITB, before the opening time of technical bids to verify the details of the DD/BG given online by the vendors.
5. Any bid not accompanied by an acceptable bid security shall be rejected by CESL as being non-responsive and returned to the Bidder without being opened.
6. A Bidder's Bid Security will be forfeited if:
  - (1) If a Bidder submits a Technical Bid that does not conform to this RFP Document, the Act or the Rules framed thereunder, or there is a mismatch between the EMD and lot size quoted; or
  - (2) The Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect, within the Bid Validity period; or
  - (3) The Bidder refuses or fails to accept the LoCQ, and/or sign the ERPA within the specified period or make payment of the VCUs awarded/ offered within the time prescribed in this RFP document; or



- (4) If the Successful Bidder/Preferred Bidder fails to comply with the conditions of LoCQ and/or ERPA within the prescribed time as mentioned in the LoCQ or ERPA, as the case may be.
  - (5) The Bidder has violated the code of integrity; or
  - (6) Bid is rejected due to provisions under Conflict of Interest; or
  - (7) Bidder submits alternate Bid(s).
7. Bid Security(ies) of the unsuccessful Bidder(s) shall be returned to them, at the earliest, after expiry of the final Bid Validity period and latest by the 30<sup>th</sup> day after the execution of Agreement (ERPA).
8. The Bid Security of the successful Bidder(s) will be returned on completion of the following events:
- (1) Issuance of Letter of Confirmed Quantity (LoCQ) and signing of the contract agreement, i.e., Emission Reduction Purchase Agreement (ERPA) between CESL and the successful Bidder(s), and
  - (2) Complete payment of 100% of the total payable amount to the CESL's bank account (as mentioned in Annexure-1) for the purchase of the VCUs as provided in the ERPA,
1. The amount of Bid Security to be furnished by the Bidder will depend on the number of VCUs that the Bidder is offering to purchase in accordance with Clause. 6.1 (VCUs available for Sale) and has been indicated in the table below.

*Table 7: Bid Security Amount for various options of pre-defined portions for sale of VCUs under each Lot*

Option	Lot 1		Lot 2		Lot 3	
	Pre-Defined Portion of VCUs	Bid Security Amount	Pre-Defined Portion of VCUs	Bid Security Amount	Pre-Defined Portion of VCUs	Bid Security Amount
Option 1	12,384	₹43,270/-	34,096	₹119,132/-	31,101	₹108,668/-
Option 2	Not Applicable		50,000	₹174,701/-	50,000	₹174,701/-
Option 3			100,000	₹349,402/-	100,000	₹349,402/-
Option 4			150,000	₹524,103/-	150,000	₹524,103/-
Option 5			200,000	₹698,804/-	200,000	₹698,804/-
Option 6			250,000	₹873,505/-	250,000	₹873,505/-
Option 7			300,000	₹1,048,206/-	300,000	₹1,048,206/-
Option 8			350,000	₹1,222,907/-	331,101 (Full)	₹1,156,874/-
Option 9			384,096 (Full)	₹1,342,040/-	Not Applicable	

Provided that in case a Bidder is bidding for more than one Lot, then in that case the amount of applicable Bid Security will be cumulative of all options exercised by the Bidder. Following illustration is provided for more clarity.

For illustration: If a Bidder is bidding for Option 1 in Lot 1, Option 5 in Lot 2 and Option 7 in Lot 3 then the total amount of Bid Security applicable shall be

VCUs bid for: 512,384 (12,384 (Lot 1) +200,000 (Lot 1) +300,000 (Lot 1))

Applicable Bid Security Amount: ₹17,90,280/- (₹ 43,270/- (Lot 1) + ₹ 698,804/- (Lot 2) + ₹ 1,048,206/- (Lot 3))

## 9. Submission of Bid

### 9.1 General

1. The Bidder shall prepare its Bid and furnish required information and documents as per the guidelines, formats, forms, schedules, fees, and other specification in this Clause (Clause 9).
2. Strict adherence to the formats/ forms, wherever specified, is required. Wherever information has been sought in specified formats. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format must be duly signed and stamped by the authorized signatory of the Bidder.
3. Bidder needs to sign and upload the RFP Document (including any corrigenda/addenda to RFP Document) while uploading its Bid, as Bidder's acceptance to Clause-by-Clause compliance of the RFP Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded.
4. Copies/ originals of instruments of Cost of Tender Document and Bid Security must also be physically submitted sealed in double cover, and acknowledgement be obtained before the deadline for the Bid submission at the venue mentioned. Failure to do so is to result in the Bid being rejected as non-responsive.
5. CESL may extend the deadline for Bids submission by issuing an amendment to this RFP document, in which case all rights and obligations of CESL and the Bidders previously subject to the original deadline shall then be subject to the new deadline for the Bid submission.

### 9.2 Submission of Bids

1. Both Technical Bid and Financial Bid shall be digitally signed and submitted electronically using the e-tendering system indicated in ITB on or before the Bid Submission Deadline as per ITB following the instructions therein. All the documents shall be scanned and uploaded however, where the data is required to be entered manually, the same shall be entered accordingly by the Bidder.

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



2. Requisite Bid Document Fee and Bid Security in the specified form/ instrument shall be submitted in original so as it reaches before the Bid Submission Deadline as specified in ITB, failing which the Bid shall be deemed non-responsive.
3. In addition to the electronic submission and submission of RFP Fee and Bid Security in the specified form/ instrument in original, the Bidder shall also provide certain document in original/ hard copy/(ies) of the original/ revised (if any) in a sealed envelope before the Bid Submission Deadline as specified in the table below.
4. The hard copies to be submitted as per the above Clause shall be in original and self-attested as specified in the table below and are to be sent in a sealed envelope to CESL via Registered Post with Acknowledgement Due (RPAD), speed post or courier in the manner specified in the table below and should reach CESL before the Bid Submission Deadline.
5. The sealed envelope shall be clearly marked on the top with details including address mentioned in table below. The sealed envelope shall also clearly mention the name of the Lead Bidder (in case of Consortium) / Sole Bidder submitting the Bid.
6. The sealed envelope shall not contain the Financial Bid. The Financial Bid shall only be submitted electronically.
7. In case of discrepancy between the electronically submitted documents and the physically submitted documents in the sealed envelope, the electronically submitted documents and the information contained therein shall prevail and be treated as the final submission.
8. Insufficiency of the electronically submitted Bid shall not be compensated by any information, documentation or material provided additionally in the physically submitted documents in the sealed envelope.

*Table 8: Bid Submission details (Document Checklist and List of Forms)*

Details to be marked on the sealed envelope:

Tender Title: "Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme"

**Envelope-I** should contain the following.

<Title should mention "Envelope 1", Name of Bidder, contact details, Tender Document reference and Name of Zone(s) for which Bidder is bidding>

Envelope-I will appear online in dynamic form. No Manual/Hard Copy of documents needs to be submitted for these envelopes apart from below-mentioned documents (Packet 1.1).

Envelope-I of the Bid should contain the duly filled/complete following:



#	Document	Reference Form No.
<b>Packet 1.1:</b> <i>&lt;Title should mention name of Bidder, contact details, Tender Document reference, Name of Zone(s) for which Bidder is bidding&gt;</i> Document for which physical copies are required to be submitted before Closing Date & Time AND Scanned copy to be uploaded on the E-tendering portal, and details to be entered during bid submission		
1.	Proof for submission of Bid document fees, as mentioned in the ITB	N/A
2.	Proof for submission of Bid Security of an amount and the manner as mentioned in the ITB	Form 2 (in case of Bank Guarantee)
<b>Packet 1.2</b> Document for which the scanned Copy is to be uploaded at the E-tendering portal		
1.	Compliance Matrix/Checklist for Bidder	Form 3
2.	List of Consortium Members (if applicable) of the Bidder	Form 4
3.	The quantity of VCU/ Lot numbers quoted	Form 5
4.	Consortium Agreement to be entered amongst both members of a Bidding Consortium (Applicable only in case of Consortium)	Form 6
5.	Power of Attorney by Consortium Member in favour of Lead Bidder (Applicable only in case of Consortium)	Form 7
6.	Power of Attorney by Sole/Lead Bidder authorizing an Individual Designated Representative for the Consortium	Form 8
7.	Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice.	<u>Form 9</u>
8.	Declaration regarding acceptance of Fraud Prevention Policy	Form 10
9.	NEFT/RTGS Bank Details	Form 11
10.	Self-Attested copy of tax registration certificate	N/A
<b>Packet-2 of Envelope-I should contain the following</b>		
1.	Covering letter of the Bidder submitting the Bid	Form 12
2.	Statement of Deviation from the terms of Tender	Form 13
3.	Bidder Information cum Technical Qualification Criteria	Form 14
4.	Self-Declaration regarding "Do not stand declared ineligible/ blacklisted/banned/debarred by CESL or its Ministry/Department from participation in its Tender Processes"	Form 15

5.	Submission against Technical Qualifying Criteria documentary evidence regarding Bidder's qualification to Sale for VCUs as required in eligibility criteria and qualifying requirements.	Form 16
6.	Submission against Technical Qualifying Criteria for net zero commitment.	Form 17
7.	Summary against Financial Qualifying Criteria	Form 18
8.	One complete set of the tender document and all its subsequent amendments (if any, effected) duly signed and stamped on each page by the Bidder.	N/A

**Envelope-II** of the Bid should contain the duly filled/complete following:

#	Document	Reference Form No.
1.	Price and Quantity to be filled Online in the E-tendering portal	Annexure 2: Price Bid Format

### 9.3 Currency

- All prices quoted in the Bid shall be quoted in Indian National Rupees (s) (INR).

### 9.4 Disqualification/ Ineligibility of Bidders

- CESL may, at its sole discretion and at any time during the evaluation of the proposal, disqualify any respondent if the respondent:
  - Made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements and/or,
  - Failed to provide related clarifications when sought and/or
  - Declared ineligible by the Government of India for corrupt/fraudulent/ collusive/ coercive practices or blacklisted anytime in the past and/or,
  - Found to be guilty in the formation of a cartel for submitting their bids and/or,
  - Have any Record of poor performance such as abandoning the contracts, serious litigation history, or financial failures etc. (CESL shall decide the basis of assessment of suitability based on the parameters laid down by them on these issues) and/or
  - Incomplete or delayed submission of Bid or Bids without adequate EMD/ BS

### 9.5 Price and Quantity Revision

- Revision/withdrawal of Financial Bids after e-tender submission will not be entertained under any circumstances.



## 10. Bid Opening and Evaluation

### 10.1 Determination of responsiveness

1. Before the detailed evaluation, CESL will determine whether each bid is of acceptable quality, is generally complete, and is substantially responsive to the bidding documents.
2. For this determination, a substantially responsive bid conforms to all the bidding documents' terms, conditions, and specifications without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, CESL's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
3. Late bids pursuant to the tender schedule or bids not accompanied by requisite bid security and/or applicable document or not found substantially responsive as specified in the RFP will be rejected and returned to the Bidder.
4. From opening bids to awarding the Contract, no Bidder shall contact CESL on any matter relating to its Bid. If the Bidder needs to contact CESL for any reason relating to this RFP and/or its Bid, it should do so only in writing or electronically.
5. Information relating to the examination, evaluation and comparison of bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence CESL in CESL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

### 10.2 Technical evaluation

1. CESL will conduct a detailed evaluation of the bids previously determined to be substantially responsive to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. To reach such a determination, CESL will examine and compare the technical aspects of the bids based on the information supplied by the bidders
2. CESL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the bidder has submitted adequate Bid Security in accordance with the lots/ quantity quoted, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
3. CESL will open all the technical bids electronically in the presence of Bidder's representatives who choose to attend the opening at the time, date and place specified



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

in the tender schedule. Bidders' representatives shall sign a format as proof of their attendance.

4. Initially, Packet-1 of Envelope 1, containing the documents (as stated in Clause 9.2) will be opened to determine the responsiveness of the Bid. Packet-2 will be opened on the same day for only those Bidders who have submitted requisite proofs for submission of Bid Document Fee and Bid Security in Packet-1.
5. CESL shall scrutinize documents found in Packet-2 to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order and whether the technical aspects are in accordance with the requirements set forth in the qualifying requirements of this RFP.
6. During bid evaluation, CESL may, at its discretion, ask the Bidder to clarify its Bid. The request for clarification and the response shall be in writing, and no change in the Price, Quantity, or substance of the Bid shall be sought, offered, or permitted. The address for communication will be the same as mentioned in ITB.

### 10.3 Financial Evaluation

1. The Financial Bid shall be opened electronically subsequently, subject to acceptance of the Technical Bid (Packet 1 and Packet 2) i.e., for Technically qualified Bidders. The Financial Bids of the technically disqualified bidders will not be opened.
2. CESL will check bids determined to be subsequently responsive for any arithmetic errors in computation and summation. Errors will be corrected by CESL as follows:
  - (1) Where there is a discrepancy between the amount in figures and words, the amount in words shall be considered.
  - (2) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the Quantity, the unit rate as quoted shall be considered.
3. Bidders' names, the presence or absence of requisite bid security, bid prices for each Lot and Quantity of VCUs quoted, and other such details as CESL, at its discretion, may consider appropriate, will be announced at the opening.
4. Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances. CESL will prepare minutes of the bid opening.
5. For each of the three (3) lots available for Sale, all the technically qualified bidders will be listed in the decreasing order of the 'quoted unit price' for each lot during the financial evaluation and accordingly offered the quantity of VCUs available for sale in each Lot. All such technically qualified bidders shall be referred to as successful Bidders hereinafter.

6. Financial evaluation of each Lot shall be carried out separately. The comparison of Financial Bids shall be based on the highest 'unit price' quoted for each Lot. The Bidder who has quoted the highest Price for the quoted Quantity within a particular Lot will be declared the highest valid Bid and termed as H1.
7. CESL will evaluate the received bids in accordance with the internal criteria and allocate/award the VCUs after receipt of necessary approvals. CESL reserves the right to cancel/withdraw the tender without assigning any reason whatsoever, and in such a case, no Bidder / Intending Applicant shall have any claim arising out of such action.

## 11. Award

### 11.1 Allocation of VCUs post evaluation of Financial Bid

1. CESL reserves the right to reject any or all bids of Successful Bidders if such bid(s) are below the per unit 'Floor price' of VCUs to be determined internally post receipt of bid(s).
2. For each Lot, the Bidder having quoted the highest Bid, determined by the 'unit price' quoted, will be awarded its quoted quantity of VCUs.
3. **Oversubscription:** For cases where sum of VCU quantities offered by Successful Bidders is **more** than the total quantity of VCUs available for sale in a Lot:
  - (1) Total VCUs available for sale in a Lot will be allocated sequentially to increasingly lower Bids starting with H1 (followed by H2, H3 and so on till the Bid corresponding to per unit 'Floor price' of VCUs, as determined internally basis the responses received, is reached) wherein each Bidder will be allocated (i) its quoted VCU quantity **or** (ii) the residual VCU quantity left after allocation to Bidder(s) who have quoted higher than the Bidder under consideration, **whichever is minimum**.
4. **Undersubscription:** For cases where sum of VCU quantities offered by shortlisted Successful Bidders is **less** than the maximum quantity of VCUs available for sale in a given Lot:
  - (1) Total VCUs available for sale in a Lot will be allocated sequentially to increasingly lower Bids starting with H1 (followed by H2, H3 and so on till the Bid corresponding to per unit 'Floor price' of VCUs, as determined internally basis the responses received, is reached) wherein each Bidder will be allocated its quoted VCU quantity.
  - (2) Treatment of residual VCUs left after allocation to Successful Bidders in accordance with (1) above:
    - a) **Case 1: Residual VCU quantity is more than 50,000**  
The residual quantity will be clubbed with the next tender proposed for sale of VCUs for next VCU monetization cycle.
    - b) **Case 2: Residual VCU quantity is less than 50,000**



The residual quantity of VCUs will be offered to the H1 Bidder at the earliest after opening of Financial Bid through a written communication and H1 Bidder will have to respond to the offer within 7 days of such communication. In case of their acceptance, the corresponding residual quantity of VCUs will be allocated to H1 Bidder; however, in case of non-acceptance (or non-communication within stipulated time) by the H1, the residual quantity will be offered to the next Bidder i.e., H2 and so on, till **either** the residual quantity is exhausted **or** the Bid corresponding to per unit 'Floor price' of VCUs is reached. In cases of partial acceptance of residual quantity, the left-over residual quantity will be treated in a similar fashion as above.

5. CESL may approach the Successful Bidders having quoted below the per unit 'Floor price' of VCUs for allocation of VCUs, subject to
  - (1) availability of VCUs arising out of situation wherein Bidder(s) getting allocation in accordance with this Clause has/have defaulted , and
  - (2) approval of Competent Authority in CESL.
6. In case of a tie between the highest quoted 'unit' price for a respective Lot, CESL will compare the bidders based on the net-worth of last two years, calculated based on their respective balance-sheets (cumulative balance sheets in case of a consortium). The bidder with the higher net worth will be preferred to offer the VCUs. If in case, net-worth of the bidders are found to be the same, CESL will consider the 'time-stamp' of their bid submission. The bid will be tabulated in the chronological order of their 'time-stamp' during the e-tender, with preference to be given to that Bidder who has quoted his last price earlier than others.
7. The Successful Bidder(s) as per the above evaluation shall be awarded Letter of Confirmed Quantity (LoCQ) subsequent to which each such Bidder will execute the Agreement (ERPA) with CESL and make payment of the VCUs awarded within the time prescribed in the following sections of this RFP.

**Illustration:** Methodology to be followed for evaluation:

**A. For instance, CESL received the following bids as mentioned in the table below for Lot 2.**

Bidder	'Quoted' Quantity (Nos)	'Quoted' Price (INR)
A	150,000	201.026
B	150,000	174.051
C	100,000	192.643
D	384,096	174.300

By applying the evaluation principle of 'over-subscription' (Clause 11.111.3; Sub-clause 3) as mentioned above, the award of VCUs for Lot 2 will prioritize the highest bid, as indicated in the table below.

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



<i>Bidder (in order of priority)</i>	<i>'Quoted' Quantity (Nos)</i>	<i>'Quoted' Price (INR)</i>	<i>Quantity Awarded/ Offered by CESL</i>
A	150,000	201.026	150,000
C	100,000	192.643	100,000
D	384,096	174.300	134,096
B	150,000	174.051	To be considered in case of unallocated quantity remaining when any of the successful bidders default.

**B. For instance, CESL received the following bids as mentioned in the table below for Lot 3.**

<i>Bidder</i>	<i>'Quoted' Quantity (Nos)</i>	<i>'Quoted' Price (INR)</i>
A	300,000	184.426
B	331,101	174.051
C	100,000	176.126
D	300,000	174.300

By applying the evaluation principle of 'over-subscription' (Clause 11.111.3; Sub-clause 3) as mentioned above, the award of VCUs for Lot 3 will prioritize the highest bid as indicated in the table below.

<i>Bidder (in order of priority)</i>	<i>'Quoted' Quantity (Nos)</i>	<i>'Quoted' Price (INR)</i>	<i>Quantity Awarded/ Offered by CESL</i>
A	300,000	184.426	300,000
C	100,000	176.126	31,101
D	300,000	174.300	To be considered in case of unallocated quantity remaining when any of the successful bidders default.
B	331,101	174.051	To be considered in case of unallocated quantity remaining when any of the successful bidders default.

**C. For instance, CESL received the following bids as mentioned in the table below for Lot 1.**

<i>Bidder</i>	<i>'Quoted' Quantity (Nos)</i>	<i>Quoted' Price (INR)</i>	<i>Net worth (INR Crores)</i>	<i>Timestamp</i>
A	12,384	184.426	45	14:25
B	12,384	184.426	40	14:19
C	12,384	182.126	50	14:20

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 OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
 6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
 C=IN  
 User ID : nikhil.bhandari  
 Serial No : 1629763



D	12,384	171.122	75	14:29
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As per Clause 11.111.3; Sub-clause 6, in case of a tie between the highest quoted 'unit' price for a respective Lot, CESL will consider the 'Net-worth' as a basis for comparing the bids. Based on the same, the VCUs will be awarded to the Bidder 'A'.

**D. For instance, CESL received the following bids as mentioned in the table below for Lot 3.**

Bidder	'Quoted' Quantity (Nos)	'Quoted' Price (INR)
A	100,000	201.026
B	100,000	174.051
C	50,000	192.643
D	50,000	174.300

By applying the evaluation principle of 'under-subscription' (Clause 11.111.3; Sub-clause 4) as mentioned, the award of VCUs for Lot 3 will prioritize the highest bid as indicated in the table below. Since, the residual quantity of 31,101 VCUs, is less than 50,000, it will be offered to the H1 Bidder. In case of refusal, it will be offered to the next highest bidder in accordance with the evaluation criteria as mentioned above.

Bidder (in order of priority)	'Quoted' Quantity (Nos)	'Quoted' Price (INR)	Quantity Awarded/ Offered by CESL
A	100,000	201.026	100,000
C	50,000	192.643	50,000
D	50,000	174.300	50,000
B	100,000	174.051	100,000

**E. For instance, CESL received the following bids as mentioned in the table below for Lot 3.**

Bidder	'Quoted' Quantity (Nos)	'Quoted' Price (INR)
A	50,000	201.026
B	100,000	174.051
C	50,000	192.643
D	50,000	174.300

By applying the evaluation principle of 'under-subscription' (Clause 11.111.3; Sub-clause 4) as mentioned, the award of VCUs for Lot 3 will prioritize the highest bid as indicated in the table below. The residual quantity of 81,101, which is more than 50,000, as per the evaluation criteria under Clause 11.111.3; Sub-clause 4 for Undersubscription - Case 1 VCUs will be clubbed with the next tender proposed for sale of VCUs for next verification cycle.

Bidder (in order of priority)	'Quoted' Quantity (Nos)	'Quoted' Price (INR)	Quantity Awarded/ Offered by CESL
A	50,000	201.026	50,000

Signature: CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497e6a2ef4c87192bd  
 29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
 OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
 6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
 C=IN  
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C	50,000	192.643	50,000
D	50,000	174.300	50,000
B	100,000	174.051	100,000

## 11.2 Award of Contract

### 11.2.1. Letter of Confirmed Quantity (LoCQ) and Emissions Reduction Purchase Agreement (ERPA)

1. The successful Bidders in each Lot, whose Bid has been accepted and documents verified (at the discretion of CESL), shall be notified of the award by CESL before the expiration of the Bid-Validity period by written or electronic means. This notification shall be referred to as "Letter of Confirmed Quality Award - LoCQ" and shall state the sum (hereinafter called the "Agreement Price") that the Bidder in receipt of LoCQ shall pay CESL in consideration of the purchase of allotted VCUs. The LoCQ shall constitute the legal formation of the Agreement, subject only to the furnishing of Advance Payment as per the provisions of the sub-clauses below.
2. Along with Letter of Confirmed Quantity, CESL shall also issue the Emissions Reduction Purchase Agreement (ERPA), duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder(s).
3. The Successful Bidder should acknowledge and unconditionally accept, sign, date and return the Letter of Confirmed Quantity and a copy of Emissions Reduction Purchase Agreement (ERPA) by registered/ speed post or by suitable digital means within seven (7) days from the date of issuance of LoCQ and ERPA. Any delay in communication of acceptance of LoCQ and/or ERPA by the selected Bidder shall be treated as its deemed acceptance.
4. The ERPA shall be taken to be legally effective from the date of its signing. The Selected Bidder may point out to CESL, in writing/ electronically, any anomalies noticed in the ERPA within seven days of its receipt.
5. In case of non-receipt of duly signed and dated ERPA, within the stipulated timeline, CESL reserves the right to forfeit the Bid Security of such successful Bidder. CESL also reserves the right to approach the next highest Bidder in the relevant Lot for initiating the award of the VCUs and invite such Bidder(s) for **negotiation** on the 'quantity' and 'unit rate' offered by such Bidder, at the risk and cost of the defaulting Bidder.

## 11.3 Payment and transfer of VCUs

1. The issuance of LoCQ and ERPA to individual successful Bidders will subsequently become the basis for CESL to generate the Proforma invoice/Tax invoice for the respective lot(s) of VCUs that the successful Bidders have been allotted. The LoCQ as well as ERPA shall mention the Agreement Price which the Successful Bidder(s) will pay to CESL in consideration of the purchase of the VCUs.



2. Along with LoCQ and ERPA, CESL will raise a Proforma Invoice to individual successful Bidders for advance payment against allotment of VCUs. This Proforma Invoice shall be for an amount equivalent to the sum of below mentioned items,
  - (1) Price of 50% VCUs as allotted to the successful Bidder at its quoted price
  - (2) If applicable, charges levied by VCS for transfer of 100% VCUs allotted to the successful Bidder
  - (3) Taxes as applicable for transfer of VCUs for 50% of entire consideration i.e., transfer of 100% allotted VCUs, in accordance with the relevant government instrumentality
3. The Successful Bidder in receipt of Proforma Invoice should transfer the corresponding amount (herein after as “Advance Payment”) to CESL’s account as provided at Annexure 1: CESL’s Bank Account Details, within ten (10) days of issuance of Proforma Invoice. This timeline can be extended only once for up to two weeks at the request (communicated to CESL in writing including through digital means) of the Successful Bidder(s); however, in such cases the Bidder will be liable to pay an interest, i.e., one per cent per week or a part thereof, the total Advance Payment in case the Bidder(s) wishes to extend the timeline beyond the original 10 days.
4. If the Successful Bidder in receipt of Proforma Invoice fails to transfer the Advance Payment to CESL within the stipulated timeline including any extension(s) as requested by the Bidder and accepted by CESL in writing, CESL reserves the right to forfeit the Bid Security of such Bidder. CESL also reserves the right to approach the next highest Bidder in the relevant Lot for initiating the award of the VCUs and invite such Bidder(s) for negotiation on the ‘quantity’ and ‘unit rate’ offered by such Bidder, at the risk and cost of defaulting Bidder.
5. Immediately after 10 days of issuance of Proforma Invoice, CESL will raise the final Tax invoice to all successful Bidders for an amount equivalent to the sum of below mentioned items,
  - (1) Price of 100% VCUs as allotted to the successful Bidder at its quoted price
  - (2) If applicable, charges levied by VCS for transfer of 100% VCUs allotted to the successful Bidder
  - (3) Taxes as applicable for transfer of VCUs for 100% of entire consideration i.e., transfer of 100% allotted VCUs, in accordance with the relevant government instrumentality
6. The Successful Bidder in receipt of final Tax Invoice should transfer the corresponding amount (herein after as “Final Payment”) net of payment made against the Proforma Invoice, to CESL’s account as provided at Annexure 1: CESL’s Bank Account Details, within ten (10) days of issuance of final Tax Invoice. This timeline can be extended only once for up to two weeks at the request (communicated to CESL in writing including through digital means) of the Bidder; however, in such cases the Bidder will be liable to pay an interest, i.e., one per cent per week or a part thereof (up to or maximum of 5%)



the Final Payment net of Advance Payment already made, in case the Bidder(s) wishes to extend the timeline beyond the original 10 days.

7. If the successful Bidder in receipt of Final Tax Invoice fails to transfer the corresponding due Payment to CESL within the stipulated timeline including any extension(s) as requested by the Bidder and accepted by CESL in writing, CESL reserves the right to forfeit the Bid Security and Advance Payment of such Bidder. CESL also reserves the right to approach the next highest Bidder in the relevant Lot for initiating the award of the VCUs and invite such Bidder(s) for negotiation on the 'quantity' and 'unit rate' offered by such Bidder, at the risk and cost of defaulting Bidder.
8. Within 15 days from the date of receipt of Final Payment, in accordance with this Clause, CESL will affect the transfer of allotted VCUs to the designated VCS account of the Successful Bidder(s) subject to relevant approvals and active status of account, either owned or facilitated by the Successful Bidder(s).

#### 11.4 Return of Bid Security to successful Bidders

1. The Bid Security of the successful Bidder will be returned on completion of the following events:
  - (1) The signing of the contract agreement, i.e., Emission Reduction Purchase Agreement (ERPA),
  - (2) Receipt of full payment against Proforma Invoice and final Tax Invoice by CESL.

*Following is an estimated timeline of activities for easy reference:*

#	Tender Activity	Timeline (in days)	Comments, if any
1.	Bid Submission Deadline	T0	
2.	Technical Bid Opening Date	(tentatively) T0+1	
3.	Financial Bid Opening Date	Between T0 & T1	
4.	End of Bid Validity Period	<b>T1=T0 + 120</b>	
5.	Issuance of LoCQ, ERPA and Proforma Invoice	<b>T2: Before end of T1</b> (tentatively 15 Days prior to end of T1)	Post due approvals from CA and Competent Authority
6.	CESL receives accepted LoCQ and executed copy of ERPA	(Latest by) T3 = T2 + 7	
7.	Return of Bid Security to Unsuccessful Bidders	Latest by T3 + 30	
8.	CESL receives remittance against Proforma Invoice	(Latest by) T4 = T2 + 10 (extendable by two weeks)	Any delay attracts penalty @ 1% per week; further delay may lead to forfeiture of bid security.
9.	CESL issues final Tax Invoice	<b>T5 = T4 + 1</b>	

Signature :-  
User ID : nikhil.bhandari  
Serial No : 1629763  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN



#	Tender Activity	Timeline (in days)	Comments, if any
10.	CESL receives remittance against final Tax Invoice	Latest by T5 + 10	Any delay will attract penalty @ 1% per week (up to 5%); further delay may lead to forfeiture of bid security and advance payment
11.	Return of Bid Security to Successful Bidder(s)	Before T6	
12.	End of Bid Security Validity Period	T6 = T1 + 90	

## 12. Other Provisions

### 12.1 Confidentiality

- The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
  - Their professional advisors;
  - To their officers, contractors, employees, agents or representatives, and financiers, who need to have access to such information for the proper performance of their activities or
  - Disclosures required under Law without the prior written consent of the other Parties.
- The Bidder, or any entity affiliated with the Bidder, shall not disclose to any unauthorized person any information and/or data that may be supplied to him/her by the CESL or any other organization, under the directions of the CESL. All such documents shall be the property of the CESL or any information that may have come to his/her knowledge directly or indirectly by virtue of the assignment.

### 12.2 Force Majeure

- "Force Majeure" shall mean any event beyond the reasonable control of CESL or of the Preferred Bidder(s)/Successful Bidder(s), as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected.
- If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- CESL shall neither be responsible nor be liable to bear any compensation for any interruption of work due to the force majeure condition.

Signature :-  
 Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
 29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
 OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
 6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
 C=IN  
 User ID : nikhil.bhandari  
 Serial No : 1629763



4. In the event of Force Majeure, the contractual obligations, as far as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party to the Contract receives notification of the Force Majeure event from the other Party within two weeks after its occurrence and both the parties agree for that to be a force majeure.
5. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded.

### 12.3 Indemnity

1. CESL shall not be held liable for carbon credit market-related trends, global or national policy changes regarding voluntary markets or any other such exigencies.
2. The bidder shall indemnify, defend, and hold harmless CESL against any liability, damage, loss, or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon CESL in connection with any third-party claims, suits, actions, demands or judgments ("Claims") under any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability) resulting from or arising out of the bidding process and/or sale of VCUs.

### 12.4 Extension of Time

1. An extension of time may be granted for delay in final payment in accordance with Clause 11.3 of this RFP, provided there is no fault whatsoever on the part of the successful Bidder. Such extension may only be granted on the basis of an application to be submitted within the scheduled completion date by the Bidder, who has to establish that the extension of time required by him is not due to his fault.
2. The Bidder shall give CESL notice of his intention to claim an extension of time within 15 days of the occurrence of the fault. The notice shall be followed as soon as possible by the claim with full supporting details. CESL shall, after verification, allow the Bidder to update the programme chart as facts may justify.

### 12.5 Default and Termination

1. The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute an Event of Default:
  - The failure of the Preferred Bidder(s)/Successful Bidder(s) to make payment for the purchase of VCUs allocated in line with Clause 11.2 (Award of Contract) and Clause 11.3 (Payment and transfer)
  - VCUs awarded to them within the proposed time period and after repeated notices for payment. CESL may forfeit Bid Security if there is such failure of payment in accordance with Clause 4.19 of this Bid document. VCUs quantity in default may be reallocated at the risk and cost of the defaulting Bidder.

2. The occurrence of any of the above-stated events of default shall lead to the termination of this Agreement. The Agreement may be terminated on mutual consent by both parties through service of notice. However, all expenses/costs borne by CESL shall be reimbursed by Preferred Bidder(s)/Successful Bidder(s).

## **12.6 Governing Law and Dispute Resolution**

### **12.6.1. Dispute Resolution**

1. In the event of any dispute or difference between the parties hereto as to the function or operation of this Contract or the respective right and liability of the parties on any matter in question, with reference to the Contract, the Parties agree to use their best efforts to attempt to resolve all disputes amicably in prompt, equitable and good faith.

### **12.6.2. Governing Law**

1. This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of any competent courts in New Delhi, India.

### **12.6.3. Arbitration**

1. The Parties shall endeavor to settle any dispute arising in connection with the interpretation, performance, or Termination of this RfP, through amicable consultations and negotiations, within 30 Calendar Days from the date of written notice by either the Seller or the Purchaser of the existence of such dispute.
2. If no amicable settlement is reached within thirty (30) calendar days from the commencement of such consultations and negotiations, such dispute or difference shall be taken up by either Party for resolution through:
  - A. In case the bidder is a PSU: 'Administrative Mechanism for Resolution of CPSEs Disputes (AMRDC)', as mentioned in Department of Public Enterprises (DPE) Office Memorandum (OM) No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018 (or as may be amended and existing from time to time).
  - OR
  - B. In case the bidder is any other Entity: Arbitration and Conciliation Act; 1996 (or as may be amended and existing from time to time) by a sole arbitrator to be appointed mutually by the CESL and the bidder. The venue of arbitration shall be New Delhi, India.

## **12.7 Notices**

1. All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.



2. All notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the address of the relevant Party.
3. All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in a packet properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt, evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

### Section 3:

### Eligibility and Qualification Criteria



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

1. Subject to provisions in this RFP Document, participation in this RFP Process is open to all Bidders who fulfil the 'Eligibility' and 'Qualification' criteria. The Bidder should meet the following eligibility criteria as of the date of its Bid submission and should continue to meet these till the award of the Contract. The Bidder, unless otherwise stipulated in this RFP Document:

## 13. Eligibility Requirement

### 13.1 Eligibility requirement for Bidders

1. The Bidder must be a natural person, private entity, or public entity (State-owned enterprise or institution). The Bidder can bid either as a Sole Bidder or in a Consortium wherein both members of the consortium shall fulfill this eligibility criteria.
2. The Bidder or the members of Consortium including their affiliates or subsidiaries must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
  - (1) Not be declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes;
  - (2) Not be convicted (within three years preceding the last date of Bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all its entities, for,
    - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
    - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement/sale contract and/ or
    - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
  - (3) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other Bidder to submit or not to submit an offer for restricting competition.

### 13.2 Eligibility requirement for a Consortium

1. A Consortium shall consist of maximum two entities, a Lead Bidder (or the Lead Bidder) and a Consortium Member.
2. Members of the Consortium shall enter into a binding Consortium Agreement, in a format prescribed vide Form 6 (the "Consortium Agreement") in Section 4 of this RFP, for the purpose of submitting Bid. The Consortium Agreement, to be submitted along with the Bid, shall, inter alia:



- (1) Convey the intent to comply with the terms and conditions of this RFP including the LoCQ and ERPA Agreement to be executed between CESL and the Selected Bidder, if the Bidder is selected as a successful Bidder; and
  - (2) Clearly outline the proposed roles and responsibilities, if any, of each member.
3. The other Consortium Member shall provide consent to the Lead Bidder and make itself aware of all the proceedings of the Bidding process and Project implementation through legally enforceable Consortium Agreement, power of attorneys, legal undertakings, etc. (if applicable) entered amongst all members of that Bidding Consortium including but not limited to those for which the formats have been prescribed in Form 7 and Form 8 in Section 4 of this RFP. In the absence of duly executed formats, the Bid shall not be considered for evaluation and shall be rejected.
  4. Only the Lead Bidder shall have the authority to conduct all businesses for and on behalf of the Consortium, during the Bidding process. The Lead Bidder shall be liable for the execution of the entire obligation of the Selected Bidder as included under this RFP, and the subsequently issued the LoCQ and ERPA, in accordance with the terms and conditions thereof.

## 14. Technical Qualification Requirement

The Technical qualification to be met by the Bidders are as follows:

#	Qualification Requirement	Supporting Document
1.	<p>The Bidder must be a</p> <ol style="list-style-type: none"> <li>i. Company registered under The Indian Companies Act, 1956/ 2013; or</li> <li>ii. Partnership firm registered under The Indian Partnership Act, 1932; or</li> <li>iii. Limited Liability Partnership registered under the Limited Liability Partnership Act, 2002</li> <li>iv. Proprietorship Firm</li> <li>v. Registered under Cooperative Society Act, 1912</li> <li>vi. Registered under Societies Registration Act, 1860</li> </ol> <p>A Consortium of not more than two entities, <b>each</b> meeting any one of the above criteria.</p>	<p>The Bidder (both consortium members in case of a consortium) must submit self-attested copies of:</p> <ol style="list-style-type: none"> <li>i. Pan Card and GST Registration Certificate with the name of Company/ Partnership;</li> <li>ii. One of the following documents, as applicable. <ol style="list-style-type: none"> <li>a) A copy of certificate of incorporation issued by Registrar of Companies, or</li> <li>b) A registered partnership deed, or</li> <li>c) An LLP registration certificate issued by Registrar of Companies</li> <li>d) DIPP Certificate and Udyam Certificate, if applicable</li> </ol> </li> <li>iii. The Bidder shall use the format prescribed vide Form 14 in Section 4 of this RFP to provide information/ documents relevant to this requirement.</li> </ol>

Signature :  
Subject : CN=NIKIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



#	Qualification Requirement	Supporting Document
2.	The Bidder must, at the date of bid submission as per the ITB, have an active account at the VERRA (VCS) registry, following the VERRA Registry rules, to facilitate the transfer of VCUs.	Copy of the VERRA's account details or undertaking to open an account in VERRA or, In case of an intermediary, an undertaking that the VCUs will be transferred to a third party's valid VERRA account  The Bidder shall use the format prescribed vide Form 16 in Section 4 of this RFP to provide information/ documents relevant to this requirement.
3.	The Bidder should be committed to achieving Net Zero emissions, under which it should actively purchase voluntary carbon credits to compensate for its hard-to-abate GHG emissions. OR The average annual volume of credits, either purchased or Sold, facilitated by the Bidder in the last three years should not be less than 50,000 carbon credits (VCU, VER, ACC, CDM, Others).  Note: In case of a Consortium, cumulative experience of both members will be taken into consideration.	Self-declaration/ Undertaking by Bidder on its letterhead  OR Copy of the carbon credit trade invoice or the ERPA  The Bidder shall use the format prescribed vide Form 17 in Section 4 of this RFP to provide information/ documents relevant to this requirement.

## 15. Financial Qualification Requirement

The Financial qualification to be met by the Bidders are as follows

#	Qualification Requirement	Supporting Document
1.	The Bidder should have positive net-worth for the financial year immediately preceding the Bid Submission Date, i.e. FY 2022-23.  Note: <ul style="list-style-type: none"> <li>In case of a Consortium, cumulative net-worth of both members will be taken into consideration</li> <li>For a company, as per the section 2 (57) of The Indian Companies Act,</li> </ul>	The Bidder (both consortium members in case of a consortium) must submit duly authorized copy of audited financial statements incl. Balance Sheet and Profit & Loss accounts, for the Financial Year 2022-23.  The Bidder shall use the format prescribed vide Form 18 in Section 4 of

Signature :-  
 Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
 29a28619b4f15f97b553a26453b9530a, ST=DELHI, O=D.2.5.4.17=110003,  
 O=D.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
 6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
 C=IN  
 User ID : nikhil.bhandari  
 Serial No : 1629763

#	Qualification Requirement	Supporting Document
	2013, Net Worth would mean the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.	this RFP to provide information/ documents relevant to this requirement.



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
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#### Section 4:

#### Forms and Formats



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## 16. Forms and Formats

### Form 1: Format for Bid Form

#### (To be submitted by Sole/Lead Bidder)

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To,  
Head (Contracts)  
Convergence Energy Services Limited.  
(A 100% EESL Owned Subsidiary)  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

Dear Sir,

With Reference to your subject RFP, we are pleased to submit our Bid for “.....” in a sealed cover as detailed below:

Envelope 1: Bid Document Fee or Cost of Tender Document (if applicable), Bid Security Fee/Earnest Money Deposit, Bid Form, Lots Quoted & EMD Confirmation Letter, List of Consortium Member (if applicable) of the Bidders, Power of attorney, Form of acceptance of EESL fraud prevention policy, Duly filled compliance matrix/check list for Bidders, Lots Quoted and EMD Confirmation Letter (Add list of other documents if required).

Envelope 2: Deviation Statement, Self-Attested Copy of tax registration certificate, Covering Letter of the Bidder, enclosing Technical Bid as indicated in the Bid Document i.e., documentary evidences regarding Bidder’s eligibility to purchase VCUs, as required per the Eligibility Conditions/ Criteria or Qualifying Requirements for participating in the Tender, One complete set of the Bid Document along with all its subsequent Amendments (if any), duly signed and stamped on each page by the Bidder, (if any)

We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the attachments as stated in “Instructions to Bidders”

- 1) We declare that the prices left blank in price schedule/Financial Bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes except GST as may be assessed on us.



Signature :-  
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29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

- 2) We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Form-13 save those pertaining to any rebates offered, shall not be given effect to.
- 3) We undertake, if our Bid is accepted, we shall commence the work immediately upon your LoCQ and ERPA to us, to achieve completion of work within the time specified in the bidding documents.
- 4) If our Bid is accepted, we undertake to provide contract performance securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the bidding documents.
- 5) We agree to abide by this Bid for a period 180 days from the date of opening of bids as stipulated in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our Bid shall remain valid for the entire project period after placement of LoCQ.
- 6) Until a formal contract is prepared and executed between the parties, this Bid, together with your written acceptance thereof in the form of your LoCQ shall constitute a binding contract between parties.
- 7) We understand that CESL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason thereof and incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CESL's action.
- 8) We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made any connection with any other person, firm or Party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORIZED SIGNATORIES

ADDRESS:

MOBILE NO.:

**Our correspondence details are:**

1	Name of the Bidder	
2	Address of the Bidder	
3	Name of the contact person to whom all references shall be made regarding this RFP	

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



4	Designation of the person to whom all references shall be made regarding this RFP	
5	Address of the person to whom all references shall be made regarding this RFP	
6	Telephone (with STD/ ISD code)	
7	Email of the contact person	
8	Fax No. (with STD/ISD code)	
9	GST/ Tax registration No. of the Bidder	



## Form 2: Format for Bank Guarantee for the Bid Security

### (To be submitted by Sole/Lead Bidder)

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008

Bid Document Date: 11-03-2024

Bank Guarantee No. ....

Date.....

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

### Sub: Bank Guarantee (BG) for the Bid Security

Dear Sir/Madam,

In accordance with invitation for Bids under your Tender no..... dated.....,

M/s..... (name of Sole/Lead Bidder) having its registered/head office at..... (here in after called "Bidder") wish to participate in the said Bid for (name of package).

We, the (Name and address of the bank), having our head office at..... guarantee and undertake to pay immediately on demand by Convergence Energy services Limited (CESL), the amount of ..... (*insert Bid Security amount*) without any reservation, protest, recourse. Any such demand made by the CESL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to..... (*insert the date, which is 210 Days after the scheduled date of Techno-Commercial Bid opening Date*), if any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from (*Bidder's Name*), on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this..... day of .....20.....at.....

Witness 1

[Signature of Witness 1]

[Signature]

Name:

Name:

Designation:

Designation with Bank Stamp:

Authorized vide Power of Attorney no.

Dated

NOTE:

- Bid Security amount shall be as specified in the Tender.
- Complete mailing address of the Head Office of the Bank to be given. The Bank Guarantee validity date shall be 90days after the last date for which the Bid is valid. i.e., 210 Days after the scheduled date of Techno-Commercial Bid opening Date.
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill the below form and enclose the same with the Bank Guarantee.

**BANK GUARANTEE CHECK LIST**

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E Mail
7	Bank Reference	

**CHECK LIST**

#	Details of Checks	YES /NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

#	Details of Checks	YES /NO
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation, and Power of Attorney No. / Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the format prescribed in the Tender?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of CESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG considered acceptable based on opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA/Contact No., Contract Price, Percentage of Advance, Amount of BG, and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Tender?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	



### Form 3: Format for Compliance Matrix / Checklist for the Bidder

#### (To be submitted by Sole/Lead Bidder)

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

#### Sub: Compliance Matrix / checklist for the Bidder

Dear Sir/ Madam,

This Bidder have read, examined, and understood in detail the Tender for “Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme”, hereby submit Compliance Matrix / Checklist as below:

(Please ensure these major Terms & Conditions before submitting you Bids in order to avoid REJECTION of your Bid)

Envelope-I should contain the following:

#	Document	Reference Form No.
<b>Packet 1.1:</b> <i>&lt;Title should mention name of Bidder, contact details, Tender Document reference, Name of Zone(s) for which Bidder is bidding&gt;</i> Document for which physical copies are required to be submitted before Closing Date & Time AND Scanned copy to be uploaded on the E-tendering portal, and details to be entered during bid submission		
1.	Proof for submission of Bid document fees, as mentioned in the ITB	N/A
2.	Proof for submission of Bid Security of an amount and the manner as mentioned in the ITB	Form 2 (in case of Bank Guarantee)
<b>Packet 1.2</b> Document for which the scanned Copy is to be uploaded at the E-tendering portal		
3.	Compliance Matrix/Checklist for Bidder	Form 3

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



#	Document	Reference Form No.
4.	List of Consortium Members (if applicable) of the Bidder	Form 4
5.	The quantity of VCU/ Lot numbers quoted	Form 5
6.	Consortium Agreement to be entered amongst both members of a Bidding Consortium (Applicable only in case of Consortium)	Form 6
7.	Power of Attorney by Consortium Member in favour of Lead Bidder (Applicable only in case of Consortium)	Form 7
8.	Power of Attorney by Sole/Lead Bidder authorizing an Individual Designated Representative for the Consortium	Form 8
9.	Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice.	Form 9
10.	Declaration regarding acceptance of Fraud Prevention Policy	Form 10
11.	NEFT/RTGS Bank Details	Form 11
12.	Self-Attested copy of tax registration certificate	N/A
<b>Packet-2 of Envelope-I should contain the following</b>		
13.	Covering letter of the Bidder submitting the Bid	Form 12
14.	Statement of Deviation from the terms of Tender	Form 13
15.	Bidder Information cum Technical Qualification Criteria	Form 14
16.	Self-Declaration regarding "Do not stand declared ineligible/blacklisted/banned/debarred by CESL or its Ministry/Department from participation in its Tender Processes"	Form 15
17.	Submission against Technical Qualifying Criteria documentary evidence regarding Bidder's qualification to Sale for VCUs as required in eligibility criteria and qualifying requirements.	Form 16
18.	Submission against Technical Qualifying Criteria for net zero commitment.	Form 17
19.	Summary against Financial Qualifying Criteria	Form 18
20.	One complete set of the tender document and all its subsequent amendments (if any, effected) duly signed and stamped on each page by the Bidder.	N/A

Thanking you,



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

**Form 4: Format for List of Consortium Members (if applicable) of the Bidder****(To be submitted by Sole/Lead Bidder)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

**Sub: List of Consortium Members (if applicable) of the Bidder**

Dear Sir/ Madam,

This Bidder have read, examined, and understood in detail the Tender for “Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme”, hereby submit the details of our Consortium Member (if applicable) as below:

[The Bidder shall identify below the Consortium Members (if applicable) and Sub-contractor(s) for major Project items. For sub-contractor, a Letter of Intent must be provided]

#	Name and Address of the Consortium Member (if applicable)
1	
2	

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 5: Lots Quoted and EMD Confirmation Letter

**(To be submitted on Letter head of Sole/Lead Bidder)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

### Sub: Lots Quoted and EMD Confirmation Letter

Dear Sir/ Madam,

This Bidder have read, examined, and understood in detail the Tender for “Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme”, hereby submit the EMD Confirmation as below:

Lot Number	EMD Amount (in INR)	Proposed quantity of VCUs	Lot Quoted (Yes/No)	EMD Submitted (Yes/No)
Lot 1		12,384		
Lot 2		<to be filled by bidder>		
Lot 3		<to be filled by bidder>		

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory

Note:

- The Bidder will indicate the proposed quantity under each Lot vide the above table.
- For Lot 1 (Andhra Pradesh), if opted by the Bidder, the default quantity of VCUs will be 12,384.

Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



3. For Lot 2 (Uttar Pradesh), if opted by the Bidder, the minimum VCU quantity to be proposed is 34,096. If the Bidder wishes to quote for more than 34,096 VCUs then it may be quoted in the multiple of 50,000 such that the total proposed quantity remains below the total VCUs on offer under the Lot i.e., 384,096 VCUs. Further, if bidder also wants to quote for 34,096 VCUs in addition to multiple sublots of the size 50,000 then the Bidder may add 34,096 to the  $n^{\text{th}}$  multiple of 50,000 (herein  $n=1$  to 7, as  $50,000 \times 7 = 350,000$ ).
4. For Lot 3 (Bihar), if opted by the Bidder, the minimum VCU quantity to be proposed is 31,101. If the Bidder wishes to quote for more than 31,101 VCUs then it may be quoted in the multiple of 50,000 such that the total proposed quantity remains below the total VCUs on offer under the Lot i.e., 331,101 VCUs. Further, if bidder also wants to quote for 31,101 VCUs in addition to multiple sublots of the size 50,000 then the Bidder may add 31,101 to the  $n^{\text{th}}$  multiple of 50,000 (herein  $n=1$  to 6, as  $50,000 \times 6 = 300,000$ ).



## Form 6: Format for Consortium Agreement to be entered amongst both members of a Bidding Consortium

### (Applicable only in case of Consortium)

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.]

#### FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s....., AND M/s. .... for Bidding for Tender No. [Tender Details] dated [Date]

1. THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this ..... [date] day of ..... [month], ..... [year] between,
2. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "Party 1," or "Lead Bidder" which expression shall include its successors, executors and permitted assigns);
3. M/s. ...., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "Party 2," which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

WHEREAS the Parties abovenamed are entering into this Consortium Agreement for the purpose of submitting the Bid in response to the Tender and in the event of selection as Selected Bidder to comply with the requirements as specified in the Tender and ensure execution of the Contract Agreement.

Party 1 and Party 2 are hereinafter collectively referred to as the "Parties" and individually as a "Party."

WHEREAS the Tender stipulates that the Bidders applying as a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Tender, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the Tender, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the Tender document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

1. In consideration of the selection of the Consortium as the Bidding Consortium by CESL, We the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... [Insert name of the Lead Bidder], shall act as the Lead Bidder as defined in the Tender for self and agent for and on behalf of M/s. ...., [the name of all the other Member of the Consortium to be filled in here].
2. The Lead Bidder is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.
3. Each Consortium Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the Tender. The Lead Bidder shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Bidder of the Consortium shall be liable to meet the obligations as defined under the Tender.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Bidder under these presents.
6. The Members expressly agree to adhere to all the terms and conditions of the Tender and confirm that We do not have any Conflict of Interest (as defined in the Tender).
7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that the Lead Bidder shall furnish the Bid Security, as stipulated in the Tender, on behalf of the Bidding Consortium.
9. It is hereby agreed that in case of selection of Bidding Consortium as the Service Provider, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to CESL as stipulated in the Tender, and Purchase Orders to be received by the Bidding Consortium.
10. The Lead Bidder shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, shall remain valid over the term of the Project, unless expressly agreed to the contrary by CESL.
12. The Lead Bidder is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Tender for the purposes of the Bid. The representation by the Lead Bidder shall be deemed to be on behalf of and binding on all members of the Consortium.

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



13. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-A forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the Tender Documents.
14. It is clearly agreed that the Lead Bidder shall ensure performance indicated in the Tender. In the event one or more Consortium Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Consortium Members.
15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties, or obligations under this Agreement to any person or entity except with prior written consent of CESL.
16. This Consortium Agreement:
  - a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Party;
  - b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of CESL.

Common Seal of ..... has been affixed in my/ our presence pursuant to Board Resolution dated ..... For M/s. .... (Party 1)  
[Signature of Authorized Representative]  
.....  
[Name of the Authorized Representative]  
[Designation of the Authorized Representative]

Witness 1

Witness 2

[Signature of Witness 1]

[Signature of Witness 2]

Name:

Name:

Designation:

Designation:

Common Seal of ..... has been affixed in my/ our presence pursuant to Board Resolution dated ..... For M/s. .... (Party 2)  
[Signature of Authorized Representative]  
.....  
[Name of the Authorized Representative]  
[Designation of the Authorized Representative]

Witness 1

Witness 2

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



[Signature of Witness 1]

[Signature of Witness 2]

Name:

Name:

Designation:

Designation:

**Annexure A:**

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Bidder)
2. Roles and Responsibilities of the Party 2



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

**Form 7: Format for Power of Attorney by Consortium Member in favour of Lead Bidder****(Applicable only in case of Consortium)****(To be provided by Consortium Member (other than Lead Bidder) in favor of Lead Bidder)**

WHEREAS CESL has issued for Tender No. [Tender Details] dated [Date] for inviting Bids in respect of Tender for "Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme" (the "Project") on the terms contained in the Tender;

WHEREAS M/s....., [Insert name of Member of Consortium] the other Member of the Consortium are desirous of submitting a Bid in response to the Tender, and if selected, undertaking the responsibility of implementing the Project as per the terms of the Tender;

WHEREAS all the Members of the Consortium have agreed under the Consortium Agreement dated ..... (the "Consortium Agreement"), entered between all the Members and submitted along with the Bid to appoint ..... [Insert the name and address of the Lead Bidder] as Lead Bidder to represent all the Members of the Consortium for all matters regarding the Tender and the Bid;

AND WHEREAS pursuant to the terms of the Tender and the Consortium Agreement, We, the other Member of the Consortium hereby designate M/s ..... [Insert name of the Lead Bidder] as the Lead Bidder to represent us in all matters regarding the Bid and the Tender, in the manner stated below:-

Know all men by these presents, We ..... [Insert name and address of the registered office of the Member 1] do hereby constitute, appoint, nominate and authorize ..... [Insert name and registered office address of the Lead Bidder], which is one of the Members of the Consortium, to act as the Lead Bidder and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Tender issued by CESL including signing and submission of the Bid and all documents related to the Bid as specified in the Tender, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which CESL may require us to submit. The aforesaid attorney is further authorized for making representations to CESL, and providing information / responses to CESL, representing us and the Consortium in all matters before CESL, and generally dealing with CESL in all matters in connection with our Bid, till completion of the Bidding process as Well as implementation of the Project, if applicable, in accordance with the Tender.

We, as Member of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.



All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender. We, as Member of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signed by the within named ..... [Insert the name of the executant Consortium Member] through the hand of Mr./ Ms./ Dr. .... duly authorized by the Board to issue such Power of Attorney dated this ..... day of .....

### Accepted

.....

(Signature of Attorney)

[Insert Name, designation, and address of the Attorney]

### Attested

.....

(Signature of the executant)

(Name, designation, and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

Witness 1

Witness 2

[Signature of Witness 1]

[Signature of Witness 2]

Name:

Name:

Designation:

Designation:

### Notes

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).



## Form 8: Format for Power of Attorney by Sole/Lead Bidder authorizing an Individual Designated Representative for the Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution]

### (To be submitted by Sole/Lead Bidder)

Know all men by these presents, We .....[Insert name and address of the registered office of the Lead Bidder of the Bidding Consortium/ Sole Bidder] do hereby constitute, appoint, nominate and authorize Mr./Ms. ....[Insert name and residential address], who is presently employed with us and holding the position of ..... As our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. [Tender Details] for appointment of Service Provider for provision of Gram UJALA (the "Project") issued by CESL, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which CESL may require us to submit. The aforesaid attorney is further authorized for making representations to CESL, and providing information / responses to CESL, representing us in all matters before CESL, and generally dealing with CESL in all matters in connection with our Bid till the completion of the Bidding process as per the terms of the Tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signed by the within named ..... [Insert the name of the executant Consortium Member] through the hand of Mr./ Ms./ Dr. .... Duly authorized by the Board to issue such Power of Attorney dated this ..... Day of .....

### Accepted

.....

(Signature of Attorney)

[Insert Name, designation, and address of the Attorney]

### Attested

.....

(Signature of the executant)

(Name, designation, and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

Witness 1

Witness 2

[Signature of Witness 1]

[Signature of Witness 2]

Name:

Name:

Designation:

Designation:

Notes

- a) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- b) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

**Form 9: Format for Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice**

**(To be submitted on Letter head by Sole Bidder or both members of Consortium)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

**Sub: Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice**

Dear Sir/ Madam,  
This Bidder hereby undertakes that We will disclose anything which is under sub-judice on all counts.

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 10: Format for Declaration regarding acceptance of Fraud Prevention Policy

**(To be submitted on Letter head by Sole Bidder or both members of Consortium)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008

Bid Document Date: 11-03-2024

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

### Sub: Declaration regarding acceptance of Fraud Prevention Policy

Dear Sir/ Madam,

This Bidder have read the contents of the Fraud Prevention Policy of EESL and/or CESL and undertake that We along with our associate / collaborator /sub-contractors / sub-vendors / Bidders/ service providers, etc., shall strictly abide by the provisions of the Fraud Prevention Policy of EESL and/or CESL.

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE [www.eeslindia.org](http://www.eeslindia.org)

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 11: Format for RTGS/NEFT Bank Details

**(To be submitted on Letter head of Sole/Lead Bidder and authorized by the bank through seal, signature, and authorization number)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008

Bid Document Date: 11-03-2024

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

### Sub: RTGS/NEFT Bank Details

Dear Sir/ Madam,

This Bidder agrees to accept admissible payments through electronic mode viz RTGS/NEFT. For this, We are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

Name Of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone/ Fax No.	
Supplier Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone No. of Supplier	
Supplier's E-mail ID	
GST No. of the supplier	

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above: -

Confirmed by Banker with Seal

Thanking you,



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 12: Format for Covering Letter by Bidder

### (To be submitted on Letter head of Sole/Lead Bidder)

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

From:  
[Address of the Lead Bidder/ Sole Bidder]  
[Telephone No., Fax No., Email]

[Date]

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

### Sub: Covering Letter by Bidder

Dear Sir/ Madam,

Having read, examined, and understood the abovementioned Tender Document, We, the undersigned ..... [Insert name of the Sole/Lead Bidder], hereby submit/upload our Techno-Commercial and Financial for Bid comprising of Technical and Financial Bid for "Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme, in conformity with the said Tender Document.

1. We give our unconditional acceptance to the Tender including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by CESL, as amended. In token of our acceptance to the Tender, the same have been initialed by us and enclosed to the Bid. We shall ensure that We/our Consortium shall execute such requirements as per the provisions of the Tender and provisions of such Tender shall be binding on us.
2. **Fulfilment of Eligibility:** We undertake that We fulfil the Eligibility Criteria stipulated in the Tender and fulfil all the eligibility requirements as the Lead Bidder/ Sole Bidder as outlined in the Tender.
3. **Bid Security:** We have enclosed a Bid Security of [Amount] in the form of a Bank Guarantee No. .... [Insert Bank Guarantee Number] (OR Demand Draft) dated .....[Insert date of the Bank Guarantee] as per Bank Guarantee Form for Bid Security given in Bidding Forms – Technical Bid Section from .....[Insert name of Bank providing Bid Bond] and valid up to..... [Date] or details of actual instrument provided as Bid Security.

4. **No Deviation:** We have submitted our Technical and Financial Bid strictly as per terms and formats of the Tender, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.
5. **Acceptance:** We hereby unconditionally and irrevocably agree and accept that the decision made by CESL in respect of any matter regarding or arising out of the Tender shall be binding on us. We hereby expressly waive all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations regarding fulfilling our obligations as per the Tender.
6. **Familiarity with Relevant Indian Laws and Regulations:** We confirm that We have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Tender Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in the Tender have been fully examined and considered while submitting the Bid.
7. We confirm that no order/ ruling has been passed in the last 1 (one) year by any Court of Law or any Commission or any Arbitral Tribunal against us or our affiliates for breach of any Contract awarded by any Government agency/department.
8. We confirm that We have not been banned/ debarred by CESL including its parent, or sister company(ies).
9. We confirm that We have not been blacklisted by any Govt. Organization or regulatory agencies or Govt. Undertaking.

10. Contact Person

Details of the contact person representing our Bidding Consortium/ Sole Bidder supported by the Power of Attorney by Lead Bidder / Sole Bidder authorizing an Individual Designated Representative for the Consortium given in Bidding Forms – Technical Bid Section of the Tender are furnished as under:

Name:

Designation:

Company:

Address:

Mobile:

Phone:

Fax:

Email:

11. We are submitting herewith the Technical Bid containing duly signed formats, both in electronic and physical forms, (duly attested) as desired by you in the Tender for your consideration.
12. We are also submitting herewith the Financial Bid in electronic form only, as per the terms and conditions in the Tender.
13. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the Tender and subsequent communications from CESL.
14. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the Tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



15. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 120 (One Hundred Twenty) days from the opening of Techno Commercial Bid.
16. We confirm that We have not taken any material deviation to be deemed non-responsive with respect to the provisions stipulated in the Tender.
17. We are registered in accordance with applicable laws [Evidence of valid registration by the Competent Authority shall be attached].
18. If our Bid is accepted, We undertake to provide Performance Security and securities of deeds of Joint Undertaking (as applicable), in the Form and Amounts and within the times specified in the Tender.
19. We understand that CESL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of LoA, without assigning any reason thereof and incurring any liability to the affected Bidder or Bidder(s) or any obligation to inform the affected Bidder or Bidder(s) of the grounds for the CESL's actions.
20. We declare that, We or our sub-contractor(s) are registered under the Labour Laws/Acts and shall comply with all such Labour Laws/Acts required to discharge our obligation of providing Drivers under this Tender.

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

**Form 13: Format for Statement of Deviation from the terms of Tender**  
**(To be submitted on Letter head of Sole/Lead Bidder)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

**Sub: Statement of Deviation from the terms of Tender**

Dear Sir/ Madam,

The following are the deviations and variations from and exceptions to the terms, conditions, and specification of the Tender Document. These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our Bid may be rejected and Bid Security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of Tender Document. Further, We agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

Section	Clause	Page	Statement of Deviation/Variation	Cost of withdrawal
Technical Deviations				
Commercial Deviations				

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 14: Format for Bidder Information cum Eligibility Criteria cum Technical Qualification Requirement

**(To be submitted on Letter head by Sole Bidder or both members of Consortium)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

### Sub: Bidder Information cum Eligibility Criteria cum Technical Qualification Requirement

[Sole Bidder/ all Consortium Members must provide all documents required to prove/ substantiate its Technical Qualification as provided in Eligibility and Qualification Requirements of the Tender. The below mentioned documents are to be provided for each Consortium Member.]

Dear Sir/ Madam,

We, the undersigned ..... [Insert name of the Sole/Lead Bidder] having read, examined, and understood in detail the Tender for “Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme”, hereby submit the Bidder Information below against the Technical Qualification Requirement.

#	Name and details of the Consortium Member	Details of documental evidence attached
1	Company Name and Details	
2	Address of its place of business in India	
3	List of board of directors or regulating/controlling body	
4	Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies	
5	Memorandum and Articles of Association or document constituting the company and regulating its affairs	
6	Certificate of Commencement of Business issued by the Registrar of Companies	
7	Copy of Permanent Account Number (PAN) Card	

Signature : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



#	Name and details of the Consortium Member	Details of documental evidence attached
8	Copy of the Goods and Services Tax (GST) Registration Certificate	

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

**Form 15: Format for Self-declaration regarding compliance of “Do not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes”**

**(To be submitted on Letter head by Sole Bidder or both members of Consortium)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

**Sub: Compliance of “Do not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes”**

Dear Sir/ Madam,

This Bidder hereby undertakes that, We, “Do not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes”.

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 16A: Format for Summary of VERRA Account details against Technical Qualifying Criteria

(To be submitted on Letter head of Sole/Lead Bidder)

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

### Sub: VERRA Account details

Dear Sir/ Madam,

We, the undersigned ..... [Insert name of the Sole/Lead Bidder] having read, examined, and understood in detail the Tender for "Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme", hereby submit our/affiliated third party Verra account details as below.

For [Name of the Bidder]

VERRA Registry Account Number	Name of Account Holder, as listed in the Registry	Registry Account Type (General / Project Proponent / Retail / End User/Others)	Nature of Account (Self or affiliated to third Party)

Encl: Copy of VERRA registry certificate

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 16B: Format for Undertaking to open VERRA Account.

**(To be submitted on Letter head by Sole/Lead Bidder, in case the bidder has no active VERRA Account on the date of Bid Submission)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

### Sub: Undertaking to open an account with VERRA.

Dear Sir/ Madam,

This Bidder hereby undertakes to open an account with VERRA Registry and disclose the detail to CESL before the Issuance of LoCQ by CESL.

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

**Form 16C: Format for Undertaking that the VCUs will be transferred to a third party's valid VERRA account**

**(To be submitted on Letter head by Sole/Lead Bidder, in case the bidder is an intermediary)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

**Sub: Format for undertaking that the VCUs will be transferred to a third party's valid VERRA account**

Dear Sir/ Madam,

This Bidder hereby undertakes that the VCUs will be transferred to the affiliated third party VERRA account the details for which have been provided in Form 16A.

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



## Form 17A: Self-Declaration by the bidder towards the commitment to achieve Net Zero emissions.

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date : 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

### Sub: Self- Declaration by the bidder towards the committed to achieve Net Zero emissions.

Dear Sir/ Madam,

This Bidder hereby undertakes that, we are committed to achieving Net Zero emissions by 20\_ for which we shall actively pursue suitable measures including purchase of Voluntary Carbon Credits to compensate the hard-to-abate GHG Emission.

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 17B: Disclosure of Carbon Credit Trade volume.

**(To be submitted on Letter head by Sole Bidder or both members of Consortium, in case the bidder has already been trading in carbon credits)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

To  
Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

### Sub: Disclosure of Carbon Credit Purchased or Sold by the bidder

Dear Sir/ Madam,

We, the undersigned ..... [Insert name of the Sole/Lead Bidder] having read, examined, and understood in detail the Tender for “Sale of Verified Carbon Units (VCUs) generated from Gram UJALA”, hereby submit the Carbon Trade Information below against the Technical Qualification Requirement.

#	Credit type (VCU, VER, ACC, CDM, Others)	Date of Trade/ Transaction	Trade/ Transaction Volume (in No. of Credits)	Reference (Encl No.)

Encl: Proof of transaction for carbon credit trading.

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## Form 18: Format for Summary against Financial Qualifying Criteria

**(To be submitted on Letter head of Sole Bidder/Member of the Consortium)**

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

From:

[Name & Address of the Sole/Lead Bidder]  
[Telephone No., Fax No., Email]

Date]

To

Head (Contracts)  
Convergence Energy Services Limited  
Core-3, 2nd Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

### Sub: Summary against Financial Qualifying Criteria

Dear Sir/ Madam,

This is to certify that ..... [Insert name of Sole Bidder/Consortium Member] having its Registered Office at ..... [Insert Registered Address of the Consortium Member] are in the business of ..... [Insert briefly the nature of the business], have recorded the following:

Financial Capability of the Bidder (In Indian Rupees)	
Financial Year / Average	Net worth
FY 2022-23	

The financial capability is calculated as per the guidance provided in the RfP and used the Audit Reports for the last two financial years duly submitted to the Income Tax Department.

Hence, We certify from the records submitted to us and also submit the audited financial statements to verify the calculations.

Enclosure:

1. Authorized copy of audited financial statements incl. Balance Sheet and Profit & Loss accounts, for the Financial Year 2022-23.



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

Thanking you,

Date: .....

Place: .....

Seal of Organization & Signature of  
Authorized Signatory



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## 17. Annexures

### 17.1 Annexure 1: CESL's Bank Account Details

NIT/Bid Document No. : CESL/06/VCUs/Sales/232403008  
Bid Document Date: 11-03-2024

Account Name	Convergence Energy Service Limited
Bank Name	ICICI Bank Limited
Account Number	000705051799
IFSC Code	ICIC0000007
MICR Code	110229002
Customer ID	578807920



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## 17.2 Annexure 2: Price Bid Format

**(Produced here for illustrative purpose only; To be filled online on e-Tendering portal)**

Name of the Work: Sale of Verified Carbon Units (VCUs) generated from Gram UJALA, a community-based energy-efficient home lighting government scheme

NIT/Bid Document : CESL/06/VCUs/Sales/232403008

No.

Bid Document Date: : 11-03-2024

### (1) Lot-1(Andhra Pradesh) (Non-Mandatory Schedule- Line Item Non-Mandatory)

S. N o.	Descripti on of Work	Propos ed Quantit y of VCUs	Unit of Measurem ent (UOM)	Base price per unit exclusive (in. Rs.) of GST (IGST/CGST/SGST/UT GST) (In Rs.)	Total cost exclusive of GST (IGST/CGST/SGST/UT GST) (In Rs.)
A	B	C	D	E	F=C*E
1	<b>Lot-1 (Andhra Pradesh )</b>	<b>1</b>	<b>(Nos.)</b>	(To be filled by Bidder)	(Auto-Generated)

### (2) Lot-2 (Uttar Pradesh) (Non-Mandatory Schedule- Line Item Non-Mandatory)

S. N o.	Descripti on of Work	Propos ed Quantit y of VCUs	Unit of Measurem ent (UOM)	Base price per unit exclusive of GST (IGST/CGST/SGST/UT GST) (In Rs.) (in. Rs.)	Total cost exclusive of GST (IGST/CGST/SGST/UT GST) (In Rs.)
A	B	C	D	E	F=C*E
1.	<b>Lot-2 Uttar Pradesh</b>	<b>1</b>	<b>Nos.</b>	(To be filled by Bidder)	(Auto-Generated)

### (3) Lot-3 (Bihar), India (Non-Mandatory Schedule- Line Item Non-Mandatory)

S. N o.	Descripti on of Work	Propos ed Quantit y of VCUs	Unit of Measurem ent (UOM)	Base price per unit exclusive of GST (IGST/CGST/SGST/UT GST) (In Rs.)	Base price per unit exclusive of GST (IGST/CGST/SGST/UT GST) (In Rs.)
A	B	C	D	E	F=C*E

S. N o.	Descripti on of Work	Propos ed Quantit y of VCUs	Unit of Measurem ent (UOM)	Base price per unit exclusive of GST (IGST/CGST/SGST/UT GST) (In Rs.)	Base price per unit exclusive of GST (IGST/CGST/SGST/UT GST) (In Rs.)
1.	<b>Lot-3 Bihar</b>	<b>1</b>	<b>Nos.</b>	(To be filled by Bidder)	(Auto-Generated)

Note:

1. The Bidder shall quote only one Base price per unit for each Lot irrespective of the VCU quantity that the Bidder proposes to buy.
2. The quoted Price should be in INR and exclusive of GST (IGST/CGST/SGST/UTGST)
3. The subject tender comprises of three Lots. Participating bidder may choose any one, two or all three lots to quote their bid for.
4. The Bidder will indicate the proposed quantity under each Lot vide FORM 5 ("Lots Quoted and EMD Confirmation Letter").
5. For Lot 1 (Andhra Pradesh), if opted by the Bidder, the default quantity of VCUs will be 12,384.
6. For Lot 2 (Uttar Pradesh), if opted by the Bidder, the minimum VCU quantity to be proposed is 34,096. If the Bidder wishes to quote for more than 34,096 VCUs then it may be quoted in the multiple of 50,000 such that the total proposed quantity remains below the total VCUs on offer under the Lot i.e., 384,096 VCUs. Further, if bidder also wants to quote for 34,096 VCUs in addition to multiple sublots of the size 50,000 then the Bidder may add 34,096 to the  $n^{th}$  multiple of 50,000 (herein  $n=1$  to 7, as  $50,000*7=350,000$ ).
7. For Lot 3 (Bihar), if opted by the Bidder, the minimum VCU quantity to be proposed is 31,101. If the Bidder wishes to quote for more than 31,101 VCUs then it may be quoted in the multiple of 50,000 such that the total proposed quantity remains below the total VCUs on offer under the Lot i.e., 331,101 VCUs. Further, if bidder also wants to quote for 31,101 VCUs in addition to multiple sublots of the size 50,000 then the Bidder may add 31,101 to the  $n^{th}$  multiple of 50,000 (herein  $n=1$  to 6, as  $50,000*6=300,000$ ).

I/We have read all the terms and conditions of the RfP/IFB and the Annexure(s) thereto and agree to accept and abide by the same in to. The above quotation has been prepared after taking into account all the terms and conditions and scope of work of the Rfp/IFB.

(SEAL)

Signature of Tenderer or

Their Authorized Representative: \_\_\_\_\_

Dated:

Name & Address of Tenderer:

Phone No: \_\_\_\_\_



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=22522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

Fax no.: \_\_\_\_\_

E-Mail: \_\_\_\_\_



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aeae1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763

## 17.3 Annexure 3

### Emission Reduction Purchase Agreement

**This Agreement is made on.....2024.**

#### **BETWEEN**

**Convergence Energy Services Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at 2<sup>nd</sup> Floor, Core-III, Scope Complex, Lodhi Road, New Delhi - 110003, India (hereinafter called the 'Seller'), which expression shall, unless repugnant to its meaning or context thereof include its successors, assigns and administrator of the first part;

#### **And**

M/s -----, (hereinafter called the 'Purchaser'), which expression shall, unless repugnant to its meaning or context thereof, include its successors, assigns and administrator of the other part.

#### **WHEREAS:**

(A) The Seller is implementing project Gram UJALA registered as "SHINE – Distribution of LED Lightbulbs in India" with Project Id(s) # *(to be filled at the time of execution of agreement)* (hereinafter referred to as the 'Project') with VERRA, a 501 (c) organization. The Seller has accrued VCUs in accordance with the Verified Carbon Standard (VCS) administered by VERRA, from the referred Project after completing the first cycle of the monitoring and verification period, which are now available for Sale.

(B) The Seller wishes to sell, and the Purchaser wishes to purchase the Verified Carbon Units (VCUs) in accordance with the terms and conditions of this Agreement.

#### **The parties hereby agree as follows:**

##### **1. Preamble**

1.1 Title Project	SHINE – Distribution of LED Lightbulbs in India-# <i>(to be filled at the time of execution of agreement)</i>
1.2 Project ID	VERRA Project IDs XXX
1.3 Project Description	The 'SHINE – Distribution of LED Lightbulbs in India-#' <i>(to be filled at the time of execution of agreement)</i> is a project that has already been registered with VERRA, a 501 (c) organization.

Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2ef4c87192bd  
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,  
OID.2.5.4.20=222522ab63d7534f2072b0aee1ee387d80383897d25a1aa592b  
6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



	<p>The Project involves the distribution of 7W and 12W LED bulbs in replacement of 60W and 100W ICL bulbs, respectively, for domestic lighting in the states of Bihar, Uttar Pradesh, Andhra Pradesh, Karnataka, and Telangana at an affordable price of INR 10 per LED bulb. Consumers can exchange a maximum of 5 LED bulbs and need electricity meters installed in their houses to monitor the number of hours of usage.</p> <p>CESL, a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), is the implementing agency for the Project. A total of over 10 million LEDs have been distributed under the project across 75 districts in the states of Bihar, Uttar Pradesh, Andhra Pradesh, Karnataka and Telangana.</p> <p>The usage of LED bulbs directly contributes to enhanced end-use energy efficiency. The scheme helps households reduce their annual electricity bills, increasing personal financial savings. The households use the saved money to improve their quality of life, promoting more comprehensive economic growth and prosperity.</p> <p>Total LED bulbs distributed under Gram UJALA scheme yields an annual energy savings of CO2 reductions of approx. 2.4 million tCO2/year.</p>
1.4 Standard	Voluntary Carbon Standard (VCS)

## 2. Volume, Price and Payment

2.1 Contracted Volume	As per Clause 11.1 (Allocation of VCUs post evaluation of Financial Bid) of the RFP, <i>__(to be filled at the time of execution)__</i> VCUs generated with the vintage period from YYYY to YYYY under Lot XX is being transferred from Seller's account to Purchaser's account, under this Agreement.
2.2 Delivery Date	Upon execution of this Agreement, Seller agrees to make all efforts to deliver VCUs to Purchaser's Registry account within 15 days from receipt of due payment, into Seller's account as per Clause 11.3 (Payment and transfer of VCUs) of the RFP. The transfer of VCUs to the designated VERRA account of the Preferred Bidder(s)/ Successful Bidder(s)



	<p>is subject to active VERRA Accounts and relevant approvals.</p> <p>The date at which Contracted Volume will stand transferred to the Purchaser's account will be termed as Delivery Date. For avoidance of any doubt, the Seller will not be held responsible for any delays in the transfer of VCUs that may arise due to VERRA registry requirements and/or the unavailability of the Purchaser's active VERRA accounts.</p>
2.3 Unit Price and Payment Date	<p>Unit price payable by Purchaser shall be as follows:</p> <p><b>INR ----- per VCU,</b> exclusive of GST (IGST/CGST/SGST/UTGST).</p> <p>In accordance with Clause 11.3 (Payment and transfer of VCUs) of the RFP; complete payment shall be made to the CESL's account before the transfer of VCUs to the active VERRA Registry Account of the Purchaser.</p>
2.4 Total Purchase Amount (TPA)	<p>&lt;Unit price per VCU&gt; * &lt;Contracted Volume of VCUs&gt; in INR</p>
2.5 Transfer or Registry Charges	<p>Charges levied by VCS if any, for the transfer of Contracted Volume of VCUs from the Seller's account to Purchaser's account shall be payable by the Purchaser. The Seller shall bear no liability or responsibility for such charges.</p> <p>However, the Seller shall ensure Contracted Volume of VCUs are free from any liens, charges and encumbrance, and ensure payment of applicable charges to VERRA till the Delivery date.</p>
2.6 Amount payable by Purchaser to Seller at the payment due date	<p>Total Purchase Amount excluding GST = 'Unit Price per VCU' * 'Contracted Volume of VCUs'. Additionally, GST at the rate of 18% will be applicable on overall transaction in accordance with definition of "VCU" mentioned in the RFP.</p> <p>GST @ 18% = (Amount in INR) * 0.18</p> <p><b>Invoice Amount including GST = 1.18 * (Total Purchase Amount)</b></p>



	The payment shall be made to the account of Seller as mentioned in Annexure-I to this Agreement.
2.7 Delivery Failure	In case that at the Delivery Date, the volume of delivered VCUs is less than the volume of Contracted VCUs, Purchaser may terminate this Agreement in accordance with Clause 3.5 (Termination) of this Agreement, without prejudice to the Seller's right to receive payment for delivered VCUs on the basis of the Unit Price set in Clause 2.3 (Unit Price and Payment Date) of this Agreement.
2.8 Payment Failure	<p>In case the purchaser fails to timely pay the due payment for the Contracted Volume of VCUs, the Seller may terminate this Agreement in accordance with Clause 3.5 of this Agreement without prejudice to the Seller's right to claim any unpaid amount for delivered VCUs.</p> <p>In case of default in the Payment, Seller can act in accordance with the Clause 8.6 (Bid Security) and Clause 12.5 (Default and Termination) of the RFP.</p>

### 3. General

3.1 Entire Agreement	This Agreement embodies the whole and only Agreement of the parties related to the matter dealt with therein, and no prior or contemporaneous oral or written Agreement or understanding shall be deemed to constitute a part of this Agreement, unless expressly referred to herein, or attached hereto, or specifically incorporated by reference herein. The Annexes to this Agreement include RFP including amendments, if any, LoCQ issued to the Purchaser, proof of payments made by Purchaser to Seller against Contracted Volume of VCUs, and other relevant correspondence between Seller and the Purchaser shall constitute integral parts of this Agreement and shall therefore be deemed part of this Agreement.
3.2 Governing law and disputes	<p>This Agreement shall be governed and construed in accordance with the laws of India.</p> <p>The Parties shall endeavour to settle any dispute arising in connection with the interpretation, performance, or Termination of this RFP, through amicable consultations and negotiations, within 30 Calendar Days from the date of written notice by either the Seller or the Purchaser of the existence of such dispute.</p>



	<p>If no amicable settlement is reached within thirty (30) calendar days from the commencement of such consultations and negotiations, such dispute or difference shall be taken up by either Party for resolution through:</p> <p>A. In case the bidder is a PSU: 'Administrative Mechanism for Resolution of CPSEs Disputes (AMRDC)', as mentioned in Department of Public Enterprises (DPE) Office Memorandum (OM) No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018 (or as may be amended and existing from time to time).</p> <p>OR</p> <p>B. In case the bidder is any other Entity: Arbitration and Conciliation Act; 1996 (or as may be amended and existing from time to time) by a sole arbitrator to be appointed mutually by the CESL and the bidder. The venue of arbitration shall be New Delhi, India.</p>
3.3 Amendments thereto	This Agreement may only be amended with the mutual written consent of the parties hereto by executing a supplementary Agreement.
3.4 Cost and Expenses	Each party shall bear its own costs and expenses in relation to the negotiation, preparation, execution of this Agreement unless otherwise stated.
3.5 Termination	Either Party is entitled to terminate this Agreement in accordance with Clause 12.5 (Default and Termination) and Clause 12.6 (Governing Law and Dispute Resolution) of the RFP by giving written notice of 15 (Fifteen) days.
3.6 Marketing	Post transfer of VCUs by the Seller, the Purchaser shall have the right to make public, information about the Project for marketing purposes only in the capacity as a purchaser of the VCUs of the referred project and shall not claim the rights over the project including its beneficiaries, stakeholders and other related parties.
3.7 Confidentiality and Non-Disclosure	All information either Party has received, directly or indirectly, from the other Party, including the information which already has been exchanged between the Parties in view of the discussion in respect thereof, will be kept strictly confidential and both Parties will protect the Confidential Information from unauthorised used and disclosure to any third party in any manner whatsoever



	<p>without the other Party's prior written consent. However, each party can disclose the information as per the mandatory requirement of the Law of land.</p> <p>For the avoidance of doubt, confidential information shall include the purchase price, the purchase Volume and Purchaser's name and details.</p>
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**IN WITNESS** whereof the Parties have duly executed and delivered this Agreement on the date written above at New Delhi.

<p><b>For &amp; on behalf of Purchaser</b> <b>(M/s-----)</b></p> <p>..... <b>(signatures)</b></p> <p><b>Witnesses</b></p> <p><b>1.....</b> <b>(name &amp; address)</b></p> <p><b>2. ....</b> <b>(name &amp; address)</b></p>	<p><b>For &amp; on behalf of Seller</b> <b>( Convergence Energy Services Limited)</b></p> <p>..... <b>(signatures)</b></p> <p><b>Witnesses</b></p> <p><b>1.....</b> <b>(name &amp; address)</b></p> <p><b>2. ....</b> <b>(name &amp; address)</b></p>
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## Appendix A: Communications shall be addressed to the following parties

<b>Purchaser:</b>	<b>M/s-----</b> ----- -----  Contact Person: ----- Mobile No.: ----- Landline: ----- Email: -----
<b>Transfer of Credits:</b>	<b>VERRA Account ID: -----</b>
<b>Seller:</b>	<b>Convergence Energy Services Limited,</b>  CGM (Contracts) Convergence Energy Services Limited, C/o Floor 2nd, Core 3, Scope Complex, Lodhi Road, New Delhi-110015 E-mail: <a href="mailto:ceslscm@eesl.co.in">ceslscm@eesl.co.in</a>
<b>Transfer of Payment</b>	Bank account details A/c No.            - Beneficiary       - Credit Bank      - , IFSC Code        - Branch Address -



## Appendix B: Interpretation and Definitions

In this Agreement, unless otherwise required by the context, all capitalized terms shall have the meaning set forth in the definitions below.

**Note:** All the terms used in the Agreement but not defined shall have the meaning ascribed to such terms under CESL's RFP dated (to be filled at the time of execution) referenced herewith (referred to in this Agreement as "RFP").

Item	Definition
Agreement	this VCU Purchase Agreement
Contracted Volume of VCUs	has the meaning assigned thereto in Clause 2.1 of this Agreement
Delivery Date	has the meaning assigned thereto in Clause 2.2 of this Agreement
Greenhouse Gases (GHG)	the six gases listed in Annex A to the Kyoto Protocol.
Payment Date	has the meaning assigned thereto in Clause 2.3 of this Agreement
Project Design Document (PDD)	a detailed description of the Project to be submitted for Validation, prepared in accordance with the VCS Standard rules. The document can be accessed from the Project link provided in the RFP.
Project	the title Project according to Clause 1.1 of this Agreement
Purchaser's Registry Account:	the VERRA Registry Account nominated by Purchaser, into which Contracted VCUs shall be transferred upon Delivery.
Registry	the VERRA registry in the form of a standardized electronic database that, amongst other things, (a) is capable of enabling private persons to establish Registry Accounts capable of holding VCUs (b) recognizes VCUs generated under the VCS Standard and is capable of executing the processes regarding the issue, holding, transfer and cancellation or retirement of VCUs.
Registry Account	a digital account or record of a Party in the Registry that is capable of holding, transferring and acquiring VCUs.
Registry Charges	charges incurred for the issuance and transfer of VCUs to or from a Registry Account of Seller to that of the Purchaser.
Unit Price	the price payable per VCU, as defined in Clause 2.3 of this Agreement and 8.4.2 (Financial Bid) of the RFP.
Verified Carbon Unit (VCU)	"Carbon Credit" issued by VERRA respect one unit shall mean the reduction of one tonne of carbon

	<p>dioxide emissions or emissions of its equivalent gases generated from a project or programme and carried out under and in accordance with the VCS Rules administered by VERRA. It can be traded at its prevailing price, being a unit relating to an environmental benefit. Carbon credits are classified under the Commodities category as 'Commodity Derivative' by SEBI vide its circular no. SEBI/ HO/ CDMRD/ DMP/ CIR/P/2016/105 dated September 28, 2016. Carbon Credits are akin to freely tradeable duty scrips, Renewable Energy Certificates, and priority sector lending certificates and those are construed to be in the nature of goods, as per Circular no. 34/ 8/ 2018-GST dated 01-March-2018 by the Ministry of Finance. PSLCs and RECs are classified under HSN code 4907 and attract 18% GST. Power Exchange of India also affirms the same vide their circular PXIL/ CNS/ 2021-2022/ 353 dated November 29, 2021.</p>
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*End of Document*



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
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6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
C=IN  
User ID : nikhil.bhandari  
Serial No : 1629763



Signature :-  
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd  
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6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,  
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User ID : nikhil.bhandari  
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