

Clarifications on the Queries raised by Prospective Bidders

The opportunity for Pre- Bid Clarifications is provided to the prospective Bidders for enabling them to get clarifications on various Clauses of the Request for Proposal (RFP). This opportunity should not be treated as a means for requesting for changes in the eligibility and assessment parameters of the RFP.

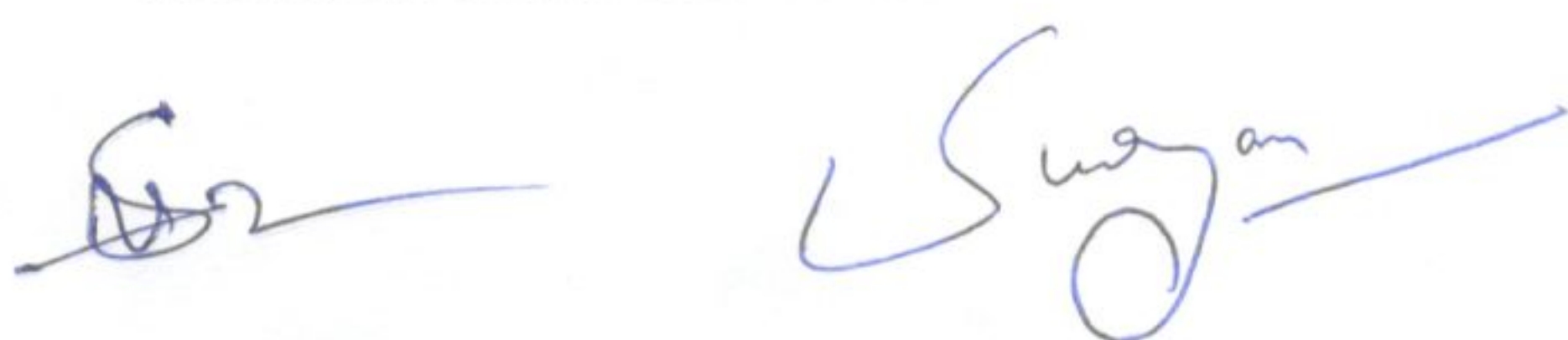
The clarifications to various query raised by the prospective Bidders are narrated below:

1. The offer to enter into a Memorandum of Understanding directly without clarity in the identity and role of Investor and without going through the process of selection through the RFP is not accepted. Such an offer is against the spirit of fair opportunity to all parties interested in the bidding process.
2. In case of Indian Bidders, they are required to submit the documents in support of incorporation and other items as per Indian Laws.
3. In cases of Consortium and Joint Ventures, all partners are required to submit their documents as per the laws of their respective country whether Indian or Foreign. Separate sheets for TECH – 2 is to be used for each partner.
4. Experience in development of Project Design alone cannot be considered as it does not indicate the successful culmination of accrual and trading of Carbon Credits.
5. Experience of accrual and trading of Carbon Credits in both government and private sectors will be considered.
6. The Consultant will assess the feasibility of the project as detailed in Scope of Work, to enter the carbon trading market. The detailed Scope of Work is self-explanatory as given in **para 2.0, page 27** of RFP.
7. CDM Projects (Clean Development Mechanism Projects) include all Renewable Energy Projects.
8. Copies of audited balance sheet and profit and loss account with all schedules and a turnover certificate certified by the Chartered Accountant and by the Bidder along with the acknowledgement of Income- Tax Return as proof and duly sealed (TECH A-3) and Clause 4(3) Page 5 and Clause 5(9) Page 6 of RFP are to be attached with the Bid. The required details are self-explanatory. In case of the international entity, the laws of the respective country are to be followed and appropriate documents are to be submitted.
9. No Change is prescribed for the Debarment Clause.
10. In case of a Consortium, the combined average Annual Turnover during the past two Financial Years will be considered. If the Turn Over for 2022- 23 is not audited, then the Average Annual Turnover of two



previous years will be considered. Rest no change is prescribed for the Scoring Criteria for Technical Evaluation.

11. Bidder's experience will also be considered in terms of number of listed projects of Carbon Credits in the areas of Climate Change and/or forestry sectors with working in different countries with varied stakeholders/ with governments in India/States or wholly/ partly-owned government organizations and enterprises. This includes projects of private organisations.
12. The Copies of IT returns filed for last two years (2020-21 and 2021-22) duly certified by the Chartered Accountant of the Bidder have to be attached.
13. Copy of Goods and Services Tax Identification Number (**GSTIN**) have to be attached. This condition is mandatory for Indian Single Entity Bidders and Indian Bidders who are a part of any Consortium/ JV. For International Bidders, proof of authentic document for the Taxes paid for the purpose of RFP for the last two years, have to be attached.
14. No change is prescribed for the Validity of Proposal as per Clause 8 Page 7 of RFP.
15. The Cost of all expenses including statutory costs are to be borne by the Bidder. Accordingly, the Revenue Sharing mechanism is to be proposed. Please refer to Clause 10.0 & 11.0 of Section 2: TOR Page 32 of the RFP.
16. For Award of Contract please refer to **Clause no. 18 Page 13** of the RFP. Further, details of the Contract and eventualities, if any, will be worked out during the Contract Negotiation with the successful Bidder as per **Clause 17 Page 13** of the RFP.
17. Necessary assistance for co-ordinating with the field functionaries during the process will be provided by the OFSDS. Details will be worked out during the Contract Negotiation Process.
18. **Point No-4 (g) PAGE No-30: Content of RFP- Section 2 TOR-** If any circular/order is issued by Government of India/ Odisha, debarring trading of Carbon Credits then the contract shall stand Null & Void. The consequence of this clause in terms of costs incurred by the Bidder during the process will be discussed at the time of Contract Negotiation.
19. The detailed roles and responsibilities of all parties signing the Contract including timeline will be a part of the Contract. The successful bidder would be responsible to augment end to end solution for the assignment. However, facilities available with the OFSDS, if any, will be shared. This will be decided at the time of Contract Negotiation.
20. As of now, the last date and time for submission of Bid is as mentioned in the RFP.



21. The method of submission of RFP has been specified in **Clause 10 Page 7** on Submission of Proposal in the RFP. Any deviation shall amount to the Bid being rejected summarily.
22. The Project Area is on Government Land and the ownership of Carbon Credits shall vest with the OFSDS under Department of Forest, Environment and Climate Change Government of Odisha.
23. The Earnest Money Deposit prescribed in the **Clause 4(5) on Page 5** of the RFP is refundable and therefore, is non- negotiable.
24. The additionality and feasibility of project area of OFSDS to qualify for Carbon Credit will be part of Baseline Study to be conducted during developing the Project Document for accrual of Carbon Credit. It is not to be studied during the time of bidding for the RFP. Please refer to Clause 2.2 of Section 2: TOR Page 28 of the RFP.


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