



Energy Management Centre

State Designated Agency to enforce Energy Conservation Act 2001
Department of Power, Government of Kerala
Thiruvananthapuram – 695017

Notice

Inviting Rates from prospective buyers/reputed vendors for “Sale of Carbon Credits of CFL lighting scheme - "Bachat Lamp Yojana”

Notice No: EMC/168/2021-ET-C(ESS)

Date: 07 /10/2022

Energy Management Centre (EMC) invites rates from prospective buyers/reputed vendors (hereafter mentioned as participants) for “Sale of 849,704 Carbon Credits of PoA 3223: CFL lighting scheme – “Bachat Lamp Yojana “

Interested buyers/brokerage firms that are registered with a registry that accepts CDM and which have traded a minimum of 25,000 CERS during the last 1 year may send their rates to email emck@keralaenergy.gov.in, sandeep@keralaenergy.gov.in along with:

- Company profile (Annexure I and Annexure-II of General guidelines) (see website www.keralaenergy.gov.in)
- Rate quoted against CERS in Annexure III of General guidelines (see website www.keralaenergy.gov.in)

Participating Buyers may please note that EMC does not bind itself to accept any of the rates (s) .

Last Date of Submission of a rates	This notice shall be open for 6 months from the date of publication or till the CERs are sold out
Document available on web site	www.keralaenergy.gov.in
Contact for queries	Energy Management Centre Tel: +91-471-2594922, 2594924 Mob:09497306305, Email: emck@keralaenergy.gov.in , sandeep@keralaenergy.gov.in

Sd/-

Director, EMC

GENERAL GUIDELINES AND FORMS

1. INTRODUCTION

Energy Management Centre, Kerala in Association with KSEB implemented the Bachat Lamp Yojana project to replace the conventional incandescent lamps (ICLs) with compact fluorescent lamps (CFLs) in the residential grid-connected households during the period 2010-2011 in which 1.26 Crore CFLs distributed to Domestic Consumers in all the districts of Kerala, India and the same amount of ICLs were replaced from the grid. The replacement of ICLs with CFL ensures a reduction in CO₂e emissions into the atmosphere. The project activity is registered in UNFCCC under CDM projects with the title CFL lighting scheme – “Bachat Lamp Yojana” and the project activity reference number is PoA 3223.

Subsequent to this, UNFCCC has issued 867,045 CERs for the PoA "CFL lighting scheme - "Bachat Lamp Yojana"" (3223) from monitoring period 30th May 2010 to 31st December 2021 whose issuance date is 29 December 2014 and issuance request number is 3223-MP1-IRP2. The volume available for sale is 849,704; after a 2% SOP fee is deducted by CDM Registry.

2. OBJECTIVES

The objective of this Invitation for rates is to sell 849,704 issued CERs partly or fully.

The minimum volume that shall be quoted is 50000 CERs.

3. PROCESS FOR SALE OF CARBON CREDITS:

Notice published on www.keralaenergy.gov.in is an invitation for rates from eligible prospective buyers/reputed vendors.

3.1. Applicants are requested to fill Annex I to III and submit the filled-in document to emck@keralaenergy.gov.in , saneep@keralaenergy.gov.in :

- Annex I: Mandatory information of the Applicant must be submitted
- Annex II: The Applicant should not be an entity blacklisted by the Indian govt. Thus, the declaration must be submitted.
- Annex III: Price shall be as per Annex III format.

3.2. The evaluations of the proposals would be done by EMC, which may seek clarifications from applicants.

3.3. Proposals fulfilling only partial requirements would be summarily rejected.

3.4. EMC reserves the right to cancel application of any prospective buyers/reputed vendors or all prospective buyers/reputed vendors without assigning any reason thereof.

4. TECHNICAL CRITERIA

4.1. Submission of KYC documents as per Annexure I , Annexure II and Annexure III attached along with this guidelines.

4.2. Applicant should be a consultancy/brokerage firm/buyer with experience in the trade of CERs.

5. Submission of Price rates .

Price rates shall be submitted as per the format given in Annexure III in the English language

6. IMPORTANT DATES:

This notice shall be open for 6 months from the date of publication or till the CERs are sold out. Any buyer who are interested to Buy the CERs can submit they price rates. Once EMC accepts the rates , CERs can be traded .The minimum quantity for trading is 50000 CERs.

7. SUBMISSION OF RATES

Applicants are requested to fill Annex I to III and submit the filled in document to emck@keralaenergy.gov.in , sandeep@keralaenergy.gov.in . **Participants** may please note that EMC does not bind itself to accept any of the rates and it is the discretion of EMC to sell the CERs. Also submission of rates is not a claim for CERs. This notice shall be open for 6 months from the date of publication or till the CERs are sold out. Any buyer who are interested to Buy the CERs can submit they price rates, Once EMC accepts the rates , CERs can be traded . The minimum quantity for trading is 50000 CERs.

8. CONVERSION TO SINGLE CURRENCY

8.1. All prices shall be submitted USD only (The exchange rates of SBI on the date of the transaction will prevail).

9. Award of Contract

9.1. Award criteria

Any buyer who are interested to Buy the CERs can submit they price rates. Once EMC accepts the rates , CERs can be traded on first come first serve basis . The minimum quantity for trading is 50000 CERs.

9.2. EMC's right to vary quantities at the time of award

EMC reserves the right at the time of award of the contract to increase or decrease the quantity of CERs without any change in unit price or other terms and conditions.

9.3. EMC's Right to Accept any rates and to Reject Any or All participants.

EMC reserves the right to accept or reject any rates, and to annul the sales process and reject all any participants at any time prior to the award of the Contract, without thereby incurring

any liability to the affected participant/s or any obligation to inform the participant/s of the grounds for EMC's action.

9.4. Notification of Award.

9.4.1. Prior to the expiry of the period of rates (validity of rates is one month), EMC will notify the successful participant by letter of acceptance in writing that his rates have been accepted. This letter (hereinafter and in the conditions of the Contract referred to as "Letter of Acceptance") shall name the sum which the participant will pay to EMC in consideration of the Purchase of CERs by the participant.

9.5. Signing of Contract and payment terms.

9.5.1. Within two days after EMC notifies the participant that its rates has been accepted, EMC will issue a draft CER purchase agreement (CERPA) incorporating all terms between the parties.

9.5.2. Both parties shall sign the CERPA within 15 days from the date of the award of contract.

- 50% of Total amount as advance payment paid by the Buyer to the EMC and due once the contracts are signed by both parties.
- 50% of remaining payment paid by the Buyer to the Seller and due after the Seller has provided Buyer proof of deletion in a form of PDF cancel of CERs.
- If the Seller will not be able to delete Products on Buyer's behalf for any reason and the Buyer has already prepaid 50% of Total value of Contract, Parties agree that the Seller refund Buyer total prepaid value of 50% of the Total value in maximum 4 business days after contract cancellation less the SOP fee aid to UNFCCC.

10. Other terms and Conditions:

10.1. Prospective Buyers/Reputed Vendors shall Sign CERPA with EMC for actual quantity of CER to be purchased.

10.2. Transfer or cancellation fee of CERs, if required, shall be borne by the buyer.

10.3. Balance payment due to EMC shall be paid by the prospective buyers/reputed vendors to EMC account after transfer of CER to prospective buyers/reputed vendors' authorized account.

11. FRAUD PREVENTION

11.1. Commitments of the Contractor(s) / Buyer(s) / Vendor(S):

11.2. The Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to

prevent Fraud and Corruption while dealing with EMC.

- 11.3. The Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of EMC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the submission of quotation or during the execution of the contract.
- 11.4. The Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of EMC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of EMC, for purposes of personal gain, or pass onto others, any information or document provided by EMC as per of the business relationship, including information contained or transmitted electronically.
- 11.5. The Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offenses/activities outlined in Fraud Prevention Policy or be an accessory to such offenses.
- 11.6. The Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform EMC of the same without any delay.
- 11.7. Disqualification / exclusion from future contracts: If the Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "Fraud Prevention Policy" of EMC in any other form such as to put their reliability or credibility in question, EMC other than taking recourse available under law, shall be entitled to disqualify the Contractor(s)/ Buyer(s)/ Vendor(S) from undertaking any transaction with EMC and/or declare the contractor(s) /Buyer(s)/ Vendor(S) ineligible to be awarded a contract either indefinitely or for a stated period of time.

12. ARBITRATION

All disputes arising between the parties (Buyer and Seller) out of or in relation to the Sale of Carbon Credits of CFL lighting scheme shall be settled amicably. The language of arbitration shall be English. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by EMC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties.

ANNEXURE -1

Mandatory Information of participant

			Remarks
Company Name	:		
Registration Number	:		
Registered Address	:		
Name of Partners / Directors	:		
Buyer Type (Foreign/ Indian)	:		
City Name	:		
Postal Code	:		
Country	:		
Company's Establishment Year	:		
Company's Nature of Business	:		
Contact Details	:		
Contact Name	:		
Designation	:		
Date Of Birth	:		
Correspondence Email	:		
Phone	:		
Mobile	:		

It is certified that there is no deviation in quotation terms and I/we accept all the terms of

this quotation. Signature of the participant : _____

Name Designation

ANNEXURE-II

Proforma of declaration regarding banning of business dealings

In case of proprietary concern

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s Which is submitting the accompanying rates nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by any departments of Govt of India or any Departments of Govt of Kerala or by EMC.

In case of partnership firm

We hereby declare that neither we, M/s Which is submitting the accompanying rates nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by any departments of Govt of India or any Departments of Govt of Kerala or by EMC:

In case of Company

We hereby declare that we, M/s are not currently banned by any departments of Govt of India or any Departments of Govt of Kerala or by EMC:

It is understood that if this declaration is found to be false, EMC shall have the right to reject my / our rates and if the rates have been resulted in contract, the contract is liable to be terminated.

Place

Signature of Buyer /Participant

Date

Name & Designation of the signatory.

Annexure III

Notice No. :

Price rates

(To be completed by buyer/ participant and submitted online)

Name of the Buyer / participant : _____

Address: _____

Contact Person: _____

Tel No. _____ **Fax No.** _____

Our price offer is as under:

Name of the project	Volume Available (tCO2e) With EMC	Volume required (tCO2e)	Unit Price (USD/tCO2e)	Net payable to EMC
CFL lighting scheme - "Bachat Lamp Yojana" (3223)	849,704			

We confirm that all other terms including the validity of our rates are as per the notice and there is no deviation from the notice terms

Name _____

Designation _____

Signature and seal of the Buyer / participant