



F. No. IA-J-11014/3/2021-IA-I.Pt.1

REQUEST FOR PROPOSAL

For

Selection of Environment Audit Designated Agency (EADA)

Under Environment Audit Rules, 2025

Publication of RFP on CPP Portal (<https://eprocure.gov.in/>) and

Website of the Ministry (<https://moef.gov.in/>)

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Bids are to be addressed to:

Dr. Shruti Rai Bharadwaj, Room No. 302, Vayu Wing, 3rd Floor, Indira Paryavaran Bhawan, Ministry of Environment, Forest and Climate Change, New Delhi.

Phone: 011-20819286

**Ministry of Environment, Forest and Climate Change
(MoEF&CC)
Government of India**

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DISCLAIMER

- i. The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally, in documentary form, or by any other means, by or on behalf of the Ministry of Environment, Forest and Climate Change (Ministry/ MoEF&CC) or any of its employees or advisers, is provided to Applicants subject to the terms and conditions outlined in this RFP as well as any other applicable terms and conditions under which such information is provided.
- ii. This RFP is neither an agreement nor an offer by the Ministry to the prospective Applicants or any other person. Its purpose is to provide interested parties with information that may be helpful in preparing their Proposals in response to this RFP. The RFP includes statements reflecting various assumptions and assessments made by the Ministry regarding the Assignment. These assumptions, assessments, and statements do not purport to include all the information each Applicant might need. The assumptions, assessments, statements, and information within this RFP may not be complete, accurate, sufficient, or correct. Therefore, each Applicant should conduct its own enquiries and analysis, verify the accuracy, sufficiency, correctness, reliability, and completeness of the assumptions, assessments, statements, or information contained herein, and seek independent advice from appropriate sources.
- iii. The information provided in this RFP to the Applicants covers a wide range of matters, some of which depend on the interpretation of the law. The information given is not a comprehensive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Ministry accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.
- iv. Applicants are advised that selection will be based on their compliance with the various criteria specified in the different clauses of the RFP. Applicants shall be deemed to have understood and accepted that the Ministry is not obliged to provide any explanation or justification regarding any aspect of the selection process or decision.
- v. The Ministry may, at its sole discretion and without any obligation, update, amend or supplement the information, statements, assessments or assumptions contained in this RFP.
- vi. The selection process shall be governed by the formal regulatory framework established by the Ministry through the Environment Audit Rules, 2025, along with the guidelines issued vide Ministry's OM dated 13th October, 2025.
- vii. Any information contained in the Proposal shall not be considered legally binding on the Ministry, its agents, successors, or assigns in any way. However, it shall be binding on the Applicant if the Assignment is subsequently awarded to it.
- viii. The Ministry reserves the right to modify, amend, or cancel any or all provisions of this RFP, including the scope, eligibility criteria, or evaluation process, at its sole discretion. Any such revisions or amendments to the RFP shall be published on the official website of the Ministry.

Section 1: Letter of Invitation

1.1 Background

The Ministry of Environment, Forest and Climate Change (MoEF&CC) is responsible for formulating and implementing policies, regulations, and programmes aimed at the protection and conservation of the environment, forests, and biodiversity. It is the nodal authority for the enforcement of key environmental legislation in the country, including the Environment (Protection) Act, 1986, the Air (Prevention and Control of Pollution) Act, 1981, the Water (Prevention and Control of Pollution) Act, 1974, the Forest (Conservation) Act, 1980, and the Wildlife (Protection) Act, 1972.

The Ministry also plays a central role in India's national and international commitments related to climate change, environmental sustainability, and green development.

In furtherance of its mandate to strengthen environmental governance and promote transparency and accountability in environmental compliance, Ministry has notified the Environment Audit Rules, 2025 under the provisions of the Environment (Protection) Act, 1986. These Rules establish a structured, independent, and technically robust framework for conducting third-party environmental audits of projects, processes, and activities regulated under various environmental laws.

The Environment Audit Rules, 2025, establish a credible system of environmental audits by certified professionals to improve compliance data, support enforcement, and align with national initiatives like the Green Credit Programme and ESG disclosures. The Rules create the EADA, which certifies auditors, assigns audits digitally, monitors performance, enforces a code of conduct, and maintains a public auditor registry.

1.2 Objectives of the RFP

The primary goal of this RFP is to identify and appoint a competent EADA in accordance with the provisions of the Environment Audit Rules, 2025. The assigned agency will act as the central body responsible for overall management of the Environment Audit including drawing up eligibility criteria, conducting examination for the certification, registration of Certified Environment Auditors, monitoring of their performance, trainings and capacity building.

Through this tender, the Ministry seeks to identify and appoint a competent and capable entity/agency to function as the EADA, in accordance with the provisions of the Environment Audit Rules, 2025. The selected agency will play a critical role in operationalizing this transformative initiative to improve environmental compliance and monitoring governance across India.

The RFP includes the following Documents:

- Section 1: Letter of Invitation
- Section2: Instructions to Bidders
- Section3: Proposal Guidelines
- Section4: Proposal Evaluation
- Section5: Terms and conditions

Section 6: Standard forms

The RFP document, notices and any clarifications/ corrigenda will be published only on Ministry of Environment, Forest and climate Change (www.moef.gov.in).

Section 2: Instructions to Bidders

2.1. Introduction: In line with the Government of India's commitment to Ease of Doing Business and the principles of trust-based governance, Ministry has introduced a major reform through the notification of the Environment Audit Rules, 2025, published on 29th August 2025. These rules institutionalize independent environmental audits by creating a cadre of Certified Third-Party Environmental Auditors, thereby supplementing the regulatory oversight role of State Pollution Control Boards and Regional Offices. The reform seeks to strengthen compliance with key environmental legislations, bridge manpower and infrastructure gaps, and promote transparency, accountability, and credibility in environmental governance.

This initiative marks a significant shift from a regulatory regime towards a trust-based, self-regulation framework, supporting India's transition to sustainable growth and integration with green economy mechanisms such as ESG frameworks, green finance, and the Green Credit Rules.

As per Para 6 of the Environment Audit Rules, 2025, the EADA shall be notified by the Central Government on the basis of prescribed eligibility criteria, terms and conditions, and tenure as specified in the guidelines issued from time to time. The EADA will be notified for a period of five (5) years. The tenure may be renewed for further periods of five years at a time, subject to satisfactory performance and fulfillment of criteria specified in the guidelines, as reviewed by the Steering Committee. The Central Government reserves the right to revoke such notification at any stage before the expiry of tenure, based on unsatisfactory performance, breach of conditions, or any other reason deemed appropriate.

2.1.1 Tenure of EADA:

The tenure of EADA shall be five (5) years.

The tenure of EADA, unless revoked earlier and subject to review of its working by the Steering Committee, may be renewed for a further period of 5 years at a time subject to satisfactory performance.

2.2. Invitation for Proposals to appoint EADA: Through this Request for Proposal (RFP), the Ministry invites eligible organizations to submit their proposals to be designated as the EADA. The selection will be conducted through a transparent and competitive process in accordance with the Quality and Cost-Based Selection (QCBS) method, as outlined in the scope of work, Environment Audit Rules, and guidelines issued by the Ministry vide OM dated 13th October, 2025.

2.3. Submission of Technical and Financial Proposals: Bidders are invited to submit their Technical and Financial Proposals in accordance with the Terms of Reference (ToR) provided in Section 3 (Proposal Guidelines) and formats in Section 6 (Standard Forms). Each proposal shall demonstrate the Bidder's understanding of the ToR and compliance with the requirements of this RFP and the Terms and Conditions under Section 5.

The Proposal shall be submitted as per the forms given in relevant sections herewith.

- i. Proposals in response to this RFP must be submitted in physical form by post or to be dropped in the Tender Box placed at Gate No. 3 of Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi addressed to **Dr. Shruti Rai Bharadwaj, Room No. 302, Vayu Wing, 3rd Floor, Indira Paryavaran Bhawan, Ministry of Environment, Forest and Climate Change, New Delhi**, in accordance with the deadlines specified in the RFP bid document.
- ii. No physical proposals by courier or hand delivery, shall be accepted. Any such submissions will be automatically rejected.
- iii. Bidders are advised to submit their proposals well in advance of the deadline. The procuring authority shall not be responsible for any proposal received after the last date of submission.
- iv. The proposal shall comprise the following two parts, submitted in the format provided in the bid document.
 - a) Technical Proposal: To include all documents required under the eligibility criteria, scope of work and the terms & conditions in this RFP.
 - b) Financial Proposal: To ensure the financial quotes strictly follow the format specified in this RFP.
- v. Bidders must ensure that all documents submitted are clear, legible, and properly signed or attested by the authorized signatory of the organization.

2.4 Acknowledgement and Declaration for Bidder: It shall be deemed that by submitting the Proposal, the Bidder has:

- i. made a complete and careful examination of the RFP;
- ii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP ;
- iii. satisfied itself about all matters, things, and information, including matters herein above;
- iv. acknowledged that it does not have a Conflict of Interest; and
- v. agreed to be bound by the undertaking provided by it as per prescribed format and in terms thereof.

2.5 Number of Proposal Submission: No Bidder shall submit more than one Proposal at a time.

2.6 Cost of preparing the Proposal: Bidders shall bear all costs associated with the preparation and submission of their Proposal, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Ministry, or any other costs incurred in connection with or relating to its Proposal.

The Ministry is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to issue of Letter of Offer (LO), without thereby incurring any liability to the Bidders.

2.7 Obligation of Bidder: The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Ministry and the Project.

2.8 Disqualification Criteria for Bidders: It is the Ministry's policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Assignment. In pursuance of this policy, the Ministry:

- a) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing the Assignment or any part thereof;
- b) will declare an Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract or assignment if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing in the tender process pursuant to the RFP or during the execution of the Assignment.

2.9 Right to reject Proposals:

- i. Notwithstanding anything contained in this RFP, the Ministry reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation whatsoever, and without assigning any reasons thereof.
- ii. Without prejudice to the generality of above, the Ministry reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered or
 - b) the Bidder does not provide, within the time specified by the Ministry, the supplemental information sought by the Ministry for evaluation of the Proposal.
- iii. Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Ministry reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Ministry, including annulment of the Selection Process.

2.10 Earnest Money Deposit:

- i. An Earnest Money Deposit ("EMD") should be in the form of demand draft issued from any of the scheduled commercial bank and should be valid for a period of 45 days beyond the Bid Validity Period (see Data Sheet), in favor of Pay and Accounts Officer (PAO), MoEF&CC, New Delhi, payable at New Delhi. The Demand Draft shall be submitted to the office of **Dr. Shruti Rai Bharadwaj, Room No. 302, Vayu Wing, 3rd Floor, Indira Paryavaran Bhawan, MoEF&CC, New Delhi.**
- ii. The Demand Draft in original shall be placed in an envelope and marked as — [EMD for Selection of EADA] and not to be opened except in the presence of Ministry or an evaluation committee constituted by Ministry. Proposals received without the specified EMD will be summarily rejected.
- iii. Ministry will not be liable to pay any interest on EMD. EMD of Bidders who do not qualify or qualify but not found successful shall be returned, without any interest, within 30 Days after issue of Letter of Acceptance (LOA) to the Successful Bidder or when the selection process is cancelled by Ministry.

- iv. Ministry will be entitled to forfeit and appropriate the EMD as loss and damage payable to Ministry in regard to the RFP without prejudice to Ministry's any other right or remedy under the following conditions:
- a) If Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of Contract); or
 - b) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
 - c) In case of Successful Bidder, if the Successful Bidder fails to accept the Agreement or
 - d) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to Ministry.

2.11 Ineligibility of Barred Entities from Submission: Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case maybe, from participating in any project or tender and the bar subsists as on Proposal Due Date, would not be eligible to submit a Proposal.

2.12 Past Performance Criteria for Bidders: A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder any member of a consortium participating in this bid, nor been expelled from any project or agreement nor have had any agreement terminated for breach.

2.13 Preparation of proposal

- i. Language and Format: Bidders are requested to submit their Proposal only in English language and strictly in the formats provided in this RFP.
- ii. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document. The Ministry will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- iii. The technical proposal should provide the Documents as prescribed in Section 4 and Section 3 of this RFP. No information related to financial proposal should be provided in the technical proposal.
- iv. Failure to comply with the requirements spelt out above shall lead to Ministry being entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
- v. The each page of the Proposal must be ink-signed and stamped by an authorized representative empowered to legally bind the Bidder. The authorization must remain valid for the duration of the EADA engagement. Proposals without valid authorization will be treated as non-responsive.

2.14 Financial proposal: While preparing the Financial Proposal, Bidders are expected to take into account various requirements and conditions stipulated in this RFP. The Financial Proposal will be in terms of percentage of the prospective audit fee to be retained by EADA.

2.15 Pricing Currency: The proposal should be submitted as per the standard Financial Proposal Price Bid attached with RFP. Bidders shall express the price of their services in the percentage terms of the prospective audit fee in Indian Rupees only.

2.16 Proposal Evaluation Criteria

- i. The selection of the EADA shall be undertaken by the Central Government through an open and transparent competitive process. The evaluation of bids shall follow the Quality and Cost-Based Selection (QCBS) method, with a weightage of 80% assigned to the technical proposal and 20% to the financial proposal.
- ii. The percentage of Audit Fee to be retained by the EADA shall be the financial bid parameter for selection of the EADA.

2.17 Letter of Acceptance and Agreement: After selection as per section 4 (Evaluation of proposals) of the RFP, a letter of Acceptance (LoA) will be issued by the Ministry to the Successful Bidder (the "Successful Bidder") and the Successful Bidder shall, **within 3 (three) days** of the receipt shall sign and return the LoA to the Ministry. In the event, LoA duly signed by Successful Bidder is not received by the stipulated date, the Ministry may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Ministry on account of failure of the Successful Bidder to acknowledge the LoA, and the next highest-ranking Bidder may be considered. Within 3 (three) days of the issue of LOA, the Successful Bidder shall enter into an agreement with Ministry as per format prescribed in this RFP (**Standard Form of Contract**) to govern the terms of the Assignment in accordance with the Terms and Conditions specified under Section-5.

2.18 Confidentiality: Information relating to evaluation of Proposals and recommendations concerning grant of the Agreement shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the Successful Bidder has been notified through issue of Letter of Award.

2.19 Corrupt and Fraudulent Practices

- i. Bidders shall observe the highest standards of ethics during the Selection Process and throughout the execution of the Assignment. Any Bidder found to have, directly or indirectly, engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practices shall be disqualified forthwith.
- ii. If such practices are detected at any stage—before or after award—the Ministry may, without prejudice to any other remedy available under law or the Agreement, forfeit and appropriate the Earnest Money Deposit in accordance with sub-Section 2.10 and declare the Bidder or its affiliates ineligible for participation in any tender or RFP issued by the Ministry for a period of one (1) year.
- iii. For the purpose of this Clause: "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or any person connected with the Selection Process; "Fraudulent practice" means any misrepresentation

or omission of facts intended to influence the Selection Process; “Coercive practice” means impairing or threatening to impair any person or property to influence participation or actions in the Selection Process; “Undesirable practice” means canvassing, lobbying, or attempting to influence the Selection Process, or any act leading to a **conflict of interest** as defined under Section 5; and “Restrictive practice” means forming a cartel or any arrangement designed to limit fair competition.

2.20 Miscellaneous

- i. The Selection Process shall be governed by the laws of India, and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under or in connection with this RFP.
- ii. The Ministry reserves the right, at its sole discretion and without incurring any obligation or liability, to amend, suspend, or cancel the Selection Process; to modify dates or conditions; or to seek clarifications from any Bidder, as may be necessary.
- iii. All documents and information submitted by Bidders shall become the property of the Ministry and shall be treated as confidential, in accordance with sub-Section 2.18 (Confidentiality). Proprietary intellectual property of the Bidder, if any, shall remain with the Bidder.
- iv. By submitting a Proposal, the Bidder agrees to release the Ministry, its officers, and advisers from any liability for claims, losses, or damages arising from or in connection with the exercise of rights under this RFP, including its cancellation or modification.

2.21. Schedule of Selection Process

The Ministry will endeavor to follow following schedule

S. No.	Activity	Timeline Reference
1.	Publication of RFP on CPP Portal (https://eprocure.gov.in/) and website of the Ministry (https://moef.gov.in/)	T (date of Publication)
2.	Last date of receiving queries on RFP	T + 2 Days
3.	Pre-Proposal Conference	T + 3 Days
4.	Clarification on queries	T + 4 Days
5.	Proposal submission end date	T + 14 Days
6.	Opening of proposal & Selection of eligible bidders	T + 15 Days
7.	Declaration of eligible bidders	T + 16 Days (Tentative) Will be intimated through e-mail/CPP/Website of the Ministry
8.	Presentation by eligible bidders	T + 21 Days
9.	Declaration of Technically qualified bidders	T + 22 Days (Tentative) Will be intimated through e-mail/CPP/Website of the Ministry
10.	Opening of Financial Proposal	T + 23 Days
11.	Declaration of the successful bidder	T + 30 Days (Tentative) (Tentative) Will be intimated through e-mail/CPP/Website of the Ministry

12.	Proposal Validity	90 days from the date of submission of bid
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Note

1. Any change in schedule will be communicated through **e-mail** only.

Section 3: Proposal Guidelines

3. Scope of Work

The roles and responsibilities of the Environment Audit Designated Agency shall include, but are not limited to, the following, namely:

- i. Specifying the minimum eligibility criteria for Certified Environment Auditors;
- ii. Developing screening methodologies, which may include conducting examinations and/or other processes to identify qualified candidates for their certification as a Certified Environment Auditor;
- iii. Certifying environment auditors, including renewal, suspension, withdrawal, or cancellation of these certifications;
- iv. Specifying the criteria for registering the Certified Environment Auditor;
- v. Registration of the Certified Environment Auditor, including renewal, suspension, withdrawal, or cancellation of such registrations;
- vi. Monitoring the performance of the Registered Environment Auditor and providing instructions as needed;
- vii. Facilitating capacity building through training programmes, workshops, seminars, conferences, online courses, and other relevant initiatives for Certified Environment Auditor and Registered Environment Auditor;
- viii. Taking disciplinary action against Certified Environment Auditors and Registered Environment Auditors, wherever necessary;
- ix. Specifying guidelines, procedures, and standards governing the operation of Certified Environment Auditor and Registered Environment Auditor;
- x. Maintaining a public online register of all Certified Environment Auditors and Registered Environment Auditors;
- xi. Publishing an annual report of its activities within six months after the end of each financial year, and submitting a copy of the report to the Central Government within thirty days of its publication.

4. Eligibility Criteria for Bidders

Bidders seeking designation as the Environment Audit Designated Agency (EADA) must satisfy all the following mandatory eligibility requirements. Proposals from organisations that do not meet any of these criteria or do not submit the requisite documents will be regarded as non-responsive.

S No.	Eligibility Criteria	Details/Documents to be submitted
1.	EADA shall be an autonomous organization working under Central Government	Incorporation Certificate from the organization/ Certificate from Head of the Organization

2.	EADA shall maintain a pan-India presence and possess the capacity to effectively serve all regions of the country.	Presence certified by the Authorized Signatory along with the proof of work in all the regions of the country.
3.	EADA shall be a not-for-profit organization and should not operate under any commercial law or structure intended for profit-making purposes.	Certificate from the CA
4.	EADA shall have a minimum experience of 15 years in the field of Accreditation/ Examination/ Audit/ Certification for the Central Government.	Work orders/completion certificate/Govt. references substantiating the years of service.
5.	EADA shall have minimum experience of 10 years in implementing capacity-building programs including training, workshops, conferences, virtual, and e-learning programs in the field of environment, energy management, sustainability, ESG, and green productivity.	List of programmes/reports/schedules.
6.	EADA shall have its own e-learning platform for running self-learning e-courses successfully operating for at least 3 years.	Provide weblink and screenshots of the e-Learning platform.
7.	At least 15 % of its revenue in the last financial year shall have accrued from the operations undertaken in the field of environment/ energy/ sustainability, water and ESG	CA certified average Gross Receipts/Annual turnover of last 3 years with audited balance sheets.
8.	EADA shall have at least two (2) permanent qualified professionals working in the domain of Environment/Forest/Energy, and one (1) permanent qualified professional each working in the domain of Information Technology, Human Resource Management, and Finance, all holding positions at Level 11 or higher according to the 7th Central Pay Commission, or an equivalent rank recognized by the Central Government.	Certificate from HR Head/CEO

Note: Failure to meet any eligibility criteria will result in rejection.

Section 4: Proposal Evaluation

5. Technical Evaluation (100 Marks)

1. Organizational Structure				15
		Particulars	Details to be submitted	
1.1	a.	Presence in 5 or more States	List of offices and presence by authorized signatory.	15

	b.	Presence in at least 2 States but less than 5 States		10
2. Experience and Track Record				20
2.1	a.	Experience in conducting accreditation / examination/ certification for Central Govt. for 20 years or more(<i>Annexure II-A</i>)	Work Orders / Completion Certificates/ Government references substantiating the years of work experience	8
	b.	Experience in conducting accreditation / examination/ certification for Central Govt. for 15 years or more (but less than 20 years)(<i>Annexure II-A</i>)		5
2.2	a.	Experience in conducting Audit or assessment studies in the field of environment/ energy /sustainability/ water / ESG-related activities for 20 years or more (<i>Annexure II-B</i>)		4
	b.	Experience in conducting Audit or assessment studies in the field of environment/ energy /sustainability/ water / ESG-related activities for 15 years or more (but less than 20 years) (<i>Annexure II-B</i>)		3
2.3	a.	Experience in capacity building programs in the field of environment/ energy /sustainability/ water / ESG-related activities for 12 years or more (<i>Annexure II-C</i>)	List of programs, reports, schedule	4
	b.	Experience in capacity building programs in the field of environment/ energy /sustainability/ water / ESG-related activities for 8 years or more (but less than 12) (<i>Annexure II-C</i>)		3
2.4	a.	Operates its own e-learning platform for last 5 years	Provide web link and screenshots of the e learning platform	4
	b.	Operates its own e-learning platform for last less than 5 years but more than 3 years		3
3. Manpower Requirements				20

		Subject Domains: Two (2) professionals in Environment/ Forest/Energy, One (1) professional in Information Technology, One (1) professional in Human Resource Management, One (1) professional in Finance, One (1) professional in AI and Machine Learning <i>All holding positions at Level 11 or higher according to the 7th Central Pay Commission, or an equivalent rank recognized by the Central Government.</i>	Certificate from HR Head/CEO	
3.1	a.	If the Organization has an individual in the Environment / Forest / Energy domain for more than 8 years		4
	b.	If the Organization has an individual in the Environment / Forest / Energy domain for less than 8 years		2
3.2	a.	If the Organization has an individual in the Environment / Forest / Energy domain for more than 8 years		4
	b.	If the Organization has an individual in the Environment / Forest / Energy domain for less than 8 years		2
3.3	a.	If the Organization has an individual in the Information Technology domain for more than 8 years		3
	b.	If the Organization has an individual in the Information Technology domain for less than 8 years		2
3.4	a.	If the Organization has an individual in the Human Resource Management domain for more than 8 years		3
	b.	If the Organization has an individual in the Human Resource		2

		Management domain for less than 8 years		
3.5	a.	If the Organization has an individual in the Finance domain for more than 8 years		3
	b.	If the Organization has an individual in the Finance domain for less than 8 years		2
3.6	a.	If the Organization has an individual in the AI & Machine Learning domain for more than 8 years		3
	b.	If the Organization has an individual in the AI & Machine Learning domain for less than 8 years		2
* Marking mechanism as provided in para 3.1 to 3.6 above. The same has been attempted to be clarified through an example in Annexure IV .				
4. Financial Strength				15
(Average Gross Receipt (Avg.) or Annual total turnover (Avg.) in the last Three (3) Financial Years (F.Y.) from Indian operations)				
4.1	a.	If Avg. is more than Rs. 50 Crores	CA certified average Gross Receipt/Annual Turnover of last 3 Years with audited balance sheets.	10
	b.	If Avg. is more than Rs. 40 Crores but less than Rs. 50 Crores		8
	c.	If Avg. is more than Rs.25 Crores but less than Rs. 40 Crores		5
4.2	a.	If more than or equals to 20% of organization's revenue in the last financial year was derived from the environment, energy, sustainability, water, or ESG-related activities.		5
	b.	If more than 15% (But less than 20%) of organization's revenue in the last financial year was derived from the environment, energy, sustainability, water, or ESG-related activities.		3
5. Proposed Methodology & Work Plan				30
5.1		Presentation		30

Note:

1. To qualify in the technical evaluation, the bidder must obtain a minimum of 70% marks.

2. The Ministry may seek further documents for assessing the eligibility for evaluation of various parameters as deemed appropriate.

6. Evaluation of Proposals

6.1. Evaluation of Technical Proposal

- i. The bidder must achieve at least 70% marks to pass the technical evaluation.
- ii. The Technical Score of each bidder will be compared to the highest scoring bidder.
- iii. A percentile technical score will be calculated for each bidder, where the highest-scoring bidder will be assigned a percentile of 100%, and the scores of other bidders will be proportionally adjusted against the highest score.

Below is an illustration of the scoring of Technical Scores among Bidder I, II, and III with an 80% weightage out of 100 marks.

Bidder	Technical Score	Percentage Score Assigned	Final Marks (80% weightage)
Agency I	90	Bidder's score/Highest Technical score x 100, i.e. $90/100 \times 100 = 90\%$	72
Agency II	100	Bidder's score/Highest Technical score x 100, i.e. $100/100 \times 100 = 100\%$	80
Agency III	80	Bidder's score/Highest Technical score x 100, i.e. $80/100 \times 100 = 80\%$	64

6.2. Evaluation of Financial Proposal:

- i. Only agencies that achieve an overall score of **at least 70% in the technical bid** will be considered for the evaluation of the financial proposal.
- ii. The agency shall provide the financial quote as follows: Percentage (%) of audit fees that the agency will charge as its institutional fees for providing Audit Services for Projects.
- iii. The quoted fees shall cover all roles and responsibilities of the EADA as specified in the Scope of Work and in the Environment Audit rules & in guidelines issued vide OM dated 13th October, 2025 as the EADA shall operate on a self-sustaining basis.
- iv. Taxes, including Goods and Services Tax (GST) and applicable TDS, shall be levied and deducted in accordance with prevailing laws.

6.3. Weightage of Financial Components: The Institutional fee as % of Audit Fees charged by the Agency for providing Audit Services for Projects. This institutional fees will carry 100 percent (%) weightage in the financial evaluation.

6.4. Criteria for Evaluation of Financial Bid:

- i. Financial bids from technically qualified bidders will be assessed based on the criteria specified below.
- ii. The lowest evaluated financial bid (Fm) under each head shall be awarded the maximum score (100 points), and the scores of the other bidders shall be proportionally adjusted.

- iii. The Final Financial Score for each bidder shall be calculated by applying the above methodology.

Below is an illustration of how Financial Scores are scored among Bidder I, II, and III, with a 20% weightage out of 100 marks.

Percentage (%) of audit fees that the agency will charge as its institutional fees for providing Audit Services for projects

Bidder	Percentage Quoted	Percentage Score Assigned	Final Marks (out of 20)
Agency I	10%	Lowest Quoted Percentage/Bidder's Quoted Percentage x 100, i.e. $8\%/10\% \times 100 = 80\%$	(80% of 20) = 16
Agency II	16%	Lowest Quoted Percentage/Bidder's Quoted Percentage x 100, i.e. $8\%/16\% \times 100 = 50\%$	(50% of 20) = 10
Agency III	8%	Lowest Quoted Percentage/Bidder's Quoted Percentage x 100, i.e. $8\%/8\% \times 100 = 100\%$	(100% of 20) = 20

6.5. Composite Score out of 100 (QCBS Framework)

The composite score shall be calculated as the sum of the Technical Evaluation score (with 80% weightage) and the Financial Evaluation score (with 20% weightage), in accordance with the methodology prescribed under sub-sections 6.1 to 6.4.

Based on the illustrations provided above, the final scores for the Award of Contract will be calculated as follows:

Bidder	Technical Score (Out of 80 Marks)	Financial Score (Out of 20 Marks)	Final Score (Out of 100 Marks)
Agency I	72	16	88
Agency II	80	10	90
Agency III	64	20	84

** In case of identical scores, the bidder with the higher technical score shall be considered as successful bidder.*

Section 5: Terms and Conditions

7. Terms and Conditions for EADA

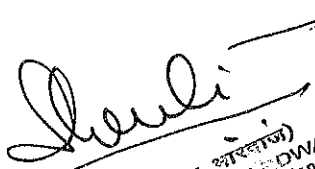
- The EADA shall fulfil its roles and responsibilities as stipulated in Para 5 of the Environment Audit (EA) Rules, 2025.
- Any revision, amendment, or clarification issued by the Central Government under the EA Rules, 2025, shall be binding on the EADA with immediate effect.

- iii. It shall be the responsibility of the EADA to establish, maintain, and periodically upgrade the necessary infrastructure, facilities, and resources required for its operations.
- iv. The EADA shall operate from its headquarters located in New Delhi with support from its Regional Offices.
- v. The entire certification and registration process undertaken by the EADA shall be conducted through a secure, dedicated online portal, which should be developed, maintained, and updated regularly by the EADA on behalf of the Central Government. The ownership and all rights and privileges for such portal shall vest in the Central Government.
- vi. The EADA shall ensure that any sampling, testing, or analytical procedures conducted in the course of its activities comply with applicable Government rules, guidelines, and recognized best practices.
- vii. The EADA shall observe the working days, hours, and holiday schedules as notified by the Government of India, and perform its duties in alignment with official timelines and service delivery standards.
- viii. The EADA shall maintain strict confidentiality of all data, records, audit findings, reports, and any other information accessed during the discharge of its functions. It should ensure that such information is not disclosed to any unauthorized person or agency.
- ix. The EADA shall establish and maintain a robust mechanism for receiving, addressing, and resolving complaints and grievances from industries, accredited auditors, or any other stakeholders. The grievance redressal process shall be time-bound and transparent.
- x. The EADA shall be required to operate on a financially self-sustaining basis, without dependence on Government budgetary support.
- xi. The EADA shall proactively identify and resolve any situation of actual or potential conflict of interest that could compromise the impartiality or integrity of its operations under the EA Rules, 2025.
- xii. Any failure to appropriately resolve conflicts of interest or unethical conduct may result in immediate suspension or termination of the EADA's engagement, along with legal or penal action as deemed fit by the Central Government.
- xiii. The Central Government shall have full authority to monitor, inspect, review, audit, and evaluate the performance and functioning of the EADA at any stage, with or without prior notice.
- xiv. The EADA shall submit periodic annual reports as prescribed in para 5(xi) of EA Rules to the Central Government detailing its operational performance, financial status, number of audits conducted, and any other information as may be prescribed.
- xv. The EADA shall ensure capacity building and continuous training of its personnel and affiliated auditors in line with evolving regulatory requirements and best practices. This include development of training material for iGot.
- xvi. The EADA shall put in place adequate IT and cyber security measures to protect the integrity, confidentiality, and availability of all digital records and data handled through its online systems.
- xvii. The EADA shall not subcontract or outsource its core functions.
- xviii. The EADA shall not engage in any commercial activity beyond the scope defined under the EA Rules, 2025, and any such activity shall be considered a breach of contract.
- xix. The EADA shall collect fees and make all related payments strictly in accordance with Clause 14 of the EA Rules, 2025 and the guidelines issued by the Central Government from time to time.

- xx. The EADA shall comply with all applicable laws, including but not limited to environmental, financial, labour, and data protection laws, and should ensure that its operations do not contravene any provision of law in force.
- xxi. In case of discontinuation, revocation, or expiry of the EADA's tenure, the organization shall ensure a smooth transition and handover of all documents, records, and ongoing assignments to the authority designated by the Central Government.
- xxii. The EADA shall maintain a register of empaneled auditors, their qualifications, and audit records, and ensure that only eligible and trained professionals are engaged for audit assignments.
- xxiii. The Central Government reserves the right to prescribe additional terms and conditions as and when deemed necessary
- xxiv. The RPL/NCE fee or any other fee prescribed under the Environment Audit Rules, 2025, shall be determined with the prior approval of the Central Government.

8. Conflict of interest:

- i. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the selection process or the discharge of its obligations as the Environment Audit Designated Agency (EADA). Any Bidder found to have a Conflict of Interest shall be disqualified.
- ii. The Bidder is required to provide objective, impartial, and independent services, and shall at all times act in the best interest of Ministry.
- iii. The Bidder shall not accept or engage in any assignment that conflicts with its obligations under this engagement or may impair its independence or professional judgment.
- iv. A Bidder shall be deemed to have a Conflict of Interest if:
 - a. It has a common controlling shareholder or ownership interest with another Bidder, unless such ownership is less than 5% and held by a regulated financial institution;
 - b. It is associated with, or part of, more than one Bidder in this process;
 - c. It has received or provided any direct or indirect grant, subsidy, or financial assistance from/to any other Bidder;
 - d. It shares a legal representative with another Bidder;
 - e. It has a relationship, directly or indirectly, that allows access to or influence over another Bidder's proposal;
 - f. Its obligations under this assignment conflict with any current or prior consultancy, audit, or operational engagement undertaken by it or its associates with entities subject to audit under the Environment Audit Rules, 2025;
 - g. It is involved in providing goods or services for the same project where it is expected to perform oversight or certification functions.
- v. The Bidder shall disclose all actual or potential conflicts of interest along with its proposal. Ministry reserves the right to disqualify the Bidder or terminate the contract at any stage if any Conflict of Interest is discovered or arises during the term of engagement.


 (Dr. SHRUTI RAVI BHAT DVAJ)
 निदेशक/आदेशित अधिकारी/Director/Scientist
 पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय
 Min. of Environment, Forest and Climate Change
 भारत सरकार, नई दिल्ली
 Govt. of India, New Delhi

Section 6: Standard Forms

Annexure I

Tender Information Summary

1. Basic Tender Details		
1.1	Name of Assignment	Engagement of EADA under Environment Audit Rules, 2025
1.2	File Number	F. No. IA-J-11014/3/2021-IA-I.Pt.1
1.3	Tender Type	
1.4	Selection Method	Quality & Cost Based Selection (QCBS) in 80:20 Ratio
1.5	Language for all type Communication	English only
1.6	Mode of Procurement	Online publication through CPP Portal/MoEFCC Website
1.7	Tender Inviting Authority (TIA)	MoEFCC
1.8	Office Address for submission of bid and further communication	Dr. Shruti Rai Bharadwaj, Room No. 302, Vayu Wing, 3rd Floor, Indira Paryavaran Bhawan, MoEF&CC, New Delhi. Phone: 011-20819286
2. Critical Dates		
2.1	Publication of RFP on CPP Portal (https://eprocure.gov.in/) and website of the Ministry (https://moef.gov.in/)	T (date of Publication)
2.2	Last date of receiving queries on RFP	T + 2 Days
2.3	Pre-Proposal Conference	T + 3 Days
2.4	Clarification on queries	T + 4 Days
2.5	Proposal submission end date	T + 14 Days
2.6	Opening of proposal & Selection of eligible bidders	T + 15 Days
2.7	Declaration of eligible bidders	T + 16 Days (Tentative) Will be intimated through e-mail/CPP/Website of the Ministry
2.8	Presentation by eligible bidders	T + 21 Days
2.9	Declaration of Technically qualified bidders	T + 22 Days (Tentative) Will be intimated through e-mail/CPP/Website of the Ministry
2.10	Opening of Financial Proposal	T + 23 Days
2.11	Declaration of the successful bidder	T + 30 Days (Tentative) Will be intimated through e-mail/CPP/Website of the Ministry
2.12	Proposal Validity	90 days from the date of submission of bid

3. Terms of Reference		
3.1	Period of Contract	5 Years
3.2	Service Details	As per Terms of Reference / Scope of Work in RFP.
4. Documents relating to Bid Security and Performance Security		
4.1	Bid Security (EMD) Amount in INR	Rs. 5,00,000/- (Rupees Five Lakhs Only)

Changes, if any, will be intimated through the Ministry's website <https://moef.gov.in/>. All interested parties are encouraged to check the website regularly.

Annexure II-A

Experience in Conducting Accreditation / Examination / Certification for Central Government (S. no. 2.1 of the Technical Evaluation sub-Section 5 of RFP)

S. No.	Name of the Ministry / Department / Organization to whom service is provided	Scope Description / of Work	Period of Engagement	Supporting Document Reference (Work Order / Completion Certificate / Government Reference)
Accreditation				
Examination				
Certification				

Enclosures:

1. Copies of Work Orders / MoUs / Completion Certificates / Government references for each assignment listed above.
2. Summary sheet indicating total years of experience in this domain.

Annexure II-B

Experience in Conducting Audit / Assessment Studies in Chronological Order in the Field of Environment / Energy / Sustainability / Water / ESG-related Activities to prove compliance with S. No. 2.2 of Technical Evaluation (sub-Section 5 of RFP)

S. No.	Name of Project / Assignment	Client / Sponsoring Agency for the Audit	Nature of Study (Environment / Energy / Sustainability / Water / ESG)	Duration	Supporting Documents (Work Order / Completion Certificate)
1					
2					

* At least one assignment per year must be evidenced to count that year as Active.

Enclosures:

1. Copies of Work Orders / MoUs / Completion Certificates / Government references for each assignment listed above.
2. Summary sheet indicating total years of experience in this domain.

Annexure II-C

Experience in Conducting Capacity Building Programs in Chronological Order in the Field of Environment / Energy / Sustainability / Water / ESG-related Activities to prove Compliance with S. No. 2.3 of Technical Evaluation (sub-Section 5 of RFP)

S. No.	Title of Program / Workshop / Training	Client / Partner Organization	Duration / Year	Number of Participants / Batches	Supporting Documents (Reports / Invitations / Completion Certificates)
1					
2					

* At least one assignment per year must be evidenced to count that year as Active.

Enclosures:

1. Copies of Program Report/Photos/Completion Certificates / Government references for each assignment listed above.
2. Summary sheet indicating total years of experience in this domain.

Format for Financial Proposal

1. The Institutional Fee as a percentage of Audit Fee to be retained by EADA. _____

Certification

I/We, the undersigned, hereby submit our Financial Proposal in accordance with the terms of the RFP. We confirm that the quoted fees are firm, unconditional, and shall remain valid for the duration of the contract.

Authorized Signatory: _____

Name & Designation: _____

Organization Seal: _____

Date: _____

Marking for the Manpower Requirement

Table: Marking Structure for the Manpower Requirement with Respect to Para-5 on Technical Evaluation of the Proposal.

Illustration: The Company has 2 professionals from Environment/Forest/Energy fields -one with more than 8 years of experience (Environment) and one with 8 years or less (Forest). It also has 4 professionals from Information Technology (more than 8 years), Human Resource Management (8 years or less), Finance (more than 8 years) and AI & Machine Learning (8 years or less).

S. No.	Subject Domain	Experience	Marks
1.	Environment	More than 8 years	4
2.	Forest	8 years or less	2
3.	Information Technology	More than 8 years	3
4.	Human Resource Management	8 years or less	2
5.	Finance	More than 8 years	3
6.	AI & Machine Learning	8 years or less	2
Total			16

1. The organization shall have professionals in the prescribed subject domain for the number of years referred herein

2. Illustrative calculation has been provided in the table above.

STANDARD FORM OF CONTRACT

FOR

Environment Audit Designated Agency (EADA)

Between

Ministry of Environment Forest & Climate Change

AND

[Name of the Agency]

[Date]

This Agreement is entered on ____ day of ____ month of 2025 in New Delhi between:

1. The Ministry of Environment, Forest and Climate Change (MoEF&CC), New Delhi-110003 (INDIA), hereinafter referred to as the '**Ministry**' which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns)

AND

2. An Autonomous & not-for-profit organization working under the Central Government_____ and having its registered office at New Delhi, hereinafter referred to as the '**Agency**' which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns)

WHEREAS.

a) The Ministry has requested the Agency to provide certain services as defined in the **General Conditions** attached to this Agreement (hereinafter called the "Services"); and b) The Agency, having represented to the Ministry that they have the required professional skills, personnel, and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Ministry and Agency hereto hereby agrees as follows:

1. **The following documents attached hereto shall be deemed to form an integral part of this Agreement:**

Appendix A: Terms and Conditions containing, *inter-alia*, the Description of the Services and reporting requirements, [in the format given in Annexure A]

Appendix B: Audit fees and Administrative Charges [in the Structure given in Annexure B]

2. **The mutual rights and obligations of the Ministry and the Agency shall be as set forth in the Agreement; in particular:**

a) The Agency shall perform the services in accordance with the provisions of the Agreement; and

b) The Agency shall be required to operate on a financially self-sustaining basis, without dependence on Government budgetary support.

3. **Commencement, completion, modification, and termination of Agreement**

3.1.1 Effective date of Agreement: This Agreement shall be effective from the date of issue by the Ministry or date of receipt of the Agreement by the Agency.

3.1.2 Commencement Date: The Agency shall commence Services **within.....days** of the date of award of Assignment.

3.1.3 Expiration of Agreement: Unless terminated earlier pursuant to the relevant clauses of this Agreement hereof, this Agreement shall remain in effect for the duration of the EADA, which, unless revoked earlier, shall be for a period of five (5) years.

3.1.4 **Review and Modification:** The terms and conditions of this Agreement, including **scope, deliverables, or the Audit fees**, may be reviewed and modified at any time before its expiry by the Ministry. Any revision or clarification issued by the Ministry under the Environment Audit Rules, 2025 shall be binding on the Agency. Extension of the Agreement may be granted by the Ministry based on satisfactory performance and mutual agreement.

3.1.5 *Force Majeure*

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions, or instructions, natural calamities or catastrophe, epidemics, or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.6 **No Breach of Agreement:** The failure of a party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force

Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Agreement.

3.1.7 Neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.8 **Extension of Time:** Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or by mutual consent not exceeding a period more than half the period given initially.

3.2 **Termination**

3.2.1 Any party (The Ministry or the Agency) should be able to give notice of **2 months** for the termination of contract. If the Agency terminates the Agreement without valid cause or leads to non-performance of its statutory obligations under the Environment Audit Rules, 2025, **the Ministry may take action as per the General Financial Rules, 2017 and other applicable government provisions**, including recovery of losses or debarment from future engagements.

3.2.2 By the Ministry: The Ministry may terminate this Agreement, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Agency do not remedy a failure in the performance of their obligations under the Agreement, within a period of seven (7) days, after being notified or within such further period as the Ministry may have subsequently approved in writing;
- b) within fifteen (15) days, if the Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Agency submits to the Ministry a false statement which has a material effect on the rights, obligations, or interests of the Ministry. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Ministry;
- f) within seven (7) days, if the Agency, in the judgment of the Ministry has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Agreement;
- g) if the Ministry, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Workorder.
- h) If the Ministry, is not satisfied with the performance of the Agency after **the monthly review** of the Services provided.

3.2.3 Payment upon termination: The Ministry shall bear no financial liability toward the Agency upon termination of this Agreement, irrespective of the stage of work or duration of engagement. As the Agency operates on a self-sustaining basis under the Environment Audit Rules, 2025 and the EADA guidelines, 2025 issued Ministry vide Om dated 13.10.2025. All costs, expenses, or obligations arising from its operations shall be met by the Agency itself.

3.2.4 Disputes about Events of Termination: If either Party disputes Termination of the workorder under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Intellectual Property

3.3.1 The Ministry to own intellectual property created: All intellectual property, data, reports, digital systems, or materials created, collected, or developed by the Agency or its associates in the course of performing its functions for the Ministry shall be the exclusive property of the Ministry from the date of creation. The Agency waives any rights or claims over such material but may, with prior written permission of the Ministry, use non-confidential parts for its own institutional or research purposes with due acknowledgment to the Ministry.

3.4 Obligations of the Agency

3.4.1 General: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence and in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Ministry, and shall at all times support and safeguard the Ministry's legitimate interests in any dealings with Sub-consultants or third parties. It will be bound to submit all records related to the scheme at the end of its term.

3.4.2 Conflict of interest

3.4.2.1 Prohibition of Conflicting Activities: Neither the Agency nor their Sub consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; and
- b) after the termination of this Contact, such other activities as may be specified at the time of completion of the project.

3.4.3 Confidentiality: The Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Ministry's business or operations without the prior written consent of the Ministry.

3.4.4 Documents Prepared by the Agency to be the Property of the Ministry: All designs, reports, other Documents and software submitted by the Agency by itself or through sub-consultants pursuant to this Agreement shall become and remain the property of the Ministry, and the Agency shall, not later than upon termination or expiration of this Agreement, deliver all such documents and software to the Ministry, together with a detailed inventory thereof. The Agency may retain copy of such documents and software. Restrictions about the use of these documents and software, if any, shall be imposed by the Ministry.

3.4.5 Liability of the Agency: Subject to additional provisions, if any, in this workorder the Agency's liability under this Agreement shall be as provided by the Applicable Law.

Notwithstanding anything to the contrary herein, If Agency fails to perform its duties and obligations hereunder, it shall be liable for such failure in accordance with the provisions of the Environment Audit Rules, 2025, the EADA Guidelines, and the General Financial Rules, 2017. In such cases, the Ministry may take appropriate administrative or legal action, including recovery of losses or debarment, as deemed fit. In no event will Agency or the Ministry be liable for any indirect, special, or consequential damages.

3.4.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may

be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.5 Obligations of the Ministry

3.5.1 Assistance and Exemptions: The Ministry shall extend necessary administrative support and facilitation to enable the Agency to perform its functions under this Agreement in accordance with the Environment Audit Rules, 2025.

3.5.1.1 The Ministry shall, where required, issue appropriate instructions or communications to concerned offices, agencies, or authorities to ensure the effective and timely implementation of the Agency's roles and responsibilities;

3.6 Payments to the Agency

3.6.1 No Financial Liability: The Ministry shall bear no financial liability toward the Agency under this Agreement. The Agency shall operate on a self-sustaining model in accordance with the Environment Audit Rules, 2025 and the Guidelines issued by the Ministry vide OM dated 13.10.2025, meeting all operational costs through Audit fees as approved by the Ministry.

3.6.2 Revenue and Fee Collection: All fees related to certification, registration, training, or other activities undertaken by the Agency shall be collected and managed strictly in accordance with Clause 14 of the Environment Audit Rules, 2025, and as per EADA Guidelines issued Ministry vide OM dated 13.10.2025 or any other instructions/ guidelines issued by the Ministry from time to time.

3.6.3 The Agency shall maintain complete financial transparency and furnish periodic statements of receipts and expenditures to the Ministry as prescribed. No claim for reimbursement, advance, or payment of any nature shall be admissible from the Ministry.

3.6.4 Applicability of Goods and service Tax: The GST as applicable shall be paid extra.

3.6.5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank nemesis Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.6.6 Currency: All transactions under this Agreement shall be in Indian Rupees (INR)

3.7 Arbitration-Settlement of disputes

3.7.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

3.7.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Agreement that cannot be settled amicably within thirty(30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement by the Secretary, MoEF&CC

3.7.3 Any grievance regarding penalty shall be first decided/resolved at the Joint Secretary, MoEF&CC level and with final decision of the Secretary, MoEF&CC, whose decision shall be final.

3.7.4 Any dispute which is not resolved amicably by conciliation, as provided in Clause 3.7.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause

3.7.5. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place/seat of such arbitration shall be at New Delhi where the agreement was executed and also the Ministry has its headquarters, and the language of arbitration proceedings shall be English. 3.7.5 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

3.7.6 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

3.8 Responsibility for accuracy of project Documents

The Agency shall be responsible for accuracy of all other details prepared by as part of these services. The Agency shall indemnify the Ministry against any inaccuracy in the work, which might surface during implementation of the Environment Audit framework.

3.9 Liquidated damages / Penalty

3.9.1 If the selected Agency fails to perform its functions, or obligations within the timelines or standards specified under this Agreement or the Environment Audit Rules, 2025, the Ministry may, in accordance with the General Financial Rules, 2017 and other applicable provisions, impose suitable financial penalties, including withholding of approvals, recovery of losses, suspension, or blacklisting of the Agency, as deemed appropriate by the Ministry. No compensation or financial claim shall be admissible to the EADA in such cases.

4. Miscellaneous

4.1 Assignment and Charges

4.1.1 The Agreement shall not be assigned by the Agency save and except with prior consent in writing of the Ministry, which the Ministry will be entitled to decline without assigning any reason whatsoever.

4.1.2 The Ministry is entitled to assign any rights, interests, and obligations under this Agreement to third parties.

4.1.3 Indemnity: The Agency agrees to indemnify and hold harmless the Ministry from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees and other costs of defense or investigation) (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or

misconduct of any nature whatsoever in relation to Services rendered to the Ministry; (c) any Services related to or rendered pursuant to the Agreement (collectively—Indemnified matter). As soon as reasonably practicable after the receipt by the Ministry of a notice of the commencement of any action by a third party, the Ministry will notify the Agency of the commencement thereof; provided, however, that the omissions to notify shall not relieve the Agency from any liability which it may have to the Ministry or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages, and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Ministry may have at common law, in equity or otherwise.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Agreement including but not limited to a notice of waiver of any term, breach of any term of the Agreement and termination of the Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the RFP. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.

4.1.6 Penalty

4.1.6.1 Penalty: The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Ministry which shall be communicated from time to time, the selected agency will have to come up with a solution within a given agreed timeframe failing which, the Ministry may take action as per the General Financial Rules, 2017 and other applicable government provisions, including recovery of losses or debarment from future engagements. The other form of penalty not mentioned in the RFP or Agreement will be decided by the Ministry on case-to-case basis.

4.1.6.2 Any dispute regarding penalty shall be handled as per dispute settlement provision.

5. The Ministry shall have the right to claim under the Performance Guarantee and appropriate the proceeds if any of the following occur:

- a) the Agency becomes liable to pay penalty;

- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.3.2;
- c) any material breach of the terms here of and/or
- d) The Agency fails to comply with any directions, timelines, or reporting obligations prescribed by the Ministry;
- e) Non-compliance of mutually agreed time lines/time plan
- f) The assignment or any part of it remains incomplete owing to faulty execution, non-cooperation, or failure in delivery by the Agency; or
- g) For any reason assignment/consultancy is terminated by agency

6. All conditions of RFP shall be considered to be integral part of this Agreement.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of Agency:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Ministry:

(Signature)

(Name)

(Designation)

(Address)

2.