

Pre-Bid Clarification cum Corrigendum Dated: 17-01-2023

GeM Bid No: GEM/2022/B/2928479 Dated: 30-12-2022 (Bid)

**GeM Bid for “Hiring of Consultant for Energy Efficiency Services - Consulting Firm;
Hiring 03 Nos of Agencies or ESCOs for Energy Efficiency Interventions in Jalandhar
MSME Industrial Clusters” (Bid)**

Sl. No.	ToR Reference	ToR Specification/ Clause	Amendment Required as per the Bidder	Bidder Justification	Reply of SIDBI
1.	Scope of Work	Workshop	It is mentioned Each consultant shall conduct at least 2 workshops in the cluster with minimum 30 MSME participants in each workshop.	Details regarding Venue for workshop is not mentioned, please clarify that venue will be provided by SIDBI (any conference hall/SIDBI premises) or it should be arranged by the agency; also mentioned the type (3 star/4-star hotel).	The consultant is required to make all necessary logistic arrangements for the successful delivery of work including renting of venue. Regarding the venue, it is expected to be decent, easily approachable, with availability of basic amenities so as to increase participation from MSMEs and other stakeholders.
2.		Sensitization	It is mentioned in outcomes Sensitization of 250 MSMEs by each consultant through various awareness and outreach initiatives on various green measures, SIDBI financing schemes etc.	The number of sensitizations of 250 MSMEs is too big, therefore it is requested to please reduce it to 100 MSMEs as the time period for completion of the task is very less that is of 6 months in which it is difficult to complete.	As per the Bid Document. The consultant as part of their proposed approach and methodology should plan sufficient resources to complete the activity in defined time frame.
3.		Energy Audit	Each consultant will identify the MSMEs and prepare a list of 100 MSMEs to conduct Walk Through Audits. And	As the timeline of the project is very less i.e., 6 months only therefore it is difficult to complete the task properly; hence it is requested	

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			Approximately 35 detailed energy audits shall be conducted by each agency covering energy efficiency, renewable energy, and technology upgradation opportunities, etc.	to either increase the time line or to reduce these numbers of Walk-Through Audits & Detailed Energy Audits.	
4.		Exhibitions	Vendor Development: Technology Exhibitions Each consultant prepares a list of technology suppliers and share the same with SIDBI for its review and selection of exhibitors in consultation with SIDBI.	Query 1- The technology suppliers will be from outside or they can be from identified MSMEs please clarify? Query 2- Under the same point Details regarding Venue for Technology Exhibitions is not mentioned, please clarify that venue will be provided by SIDBI (any conference hall/SIDBI premises) or it should be arranged by the agency; also mentioned the type (3 star/4 star hotel). Query 3- Please also clarify that agency has to conduct 1 Technology Exhibition for whole program or it will be separate for each selected MSMEs?	Each consultant is expected to organize one technology exhibition covering all the identified technologies from MSME audited during the process. The technology exhibitors can be from local vicinity or outside the state, depending on their availability. The consultant is required to make all necessary logistic arrangements for the successful delivery of work including renting of venue, coordinating with technology providers, ensuring MSME participation etc. The criterion for venue selection should be same as in case of workshops.
5.	Key personnel	Team Leader	a) Graduate Engineer (Electrical/Mechanics/Chemical/Energy	Query 1- Please clarify that it is mandatory to be an	The Team leader for the assignment can be certified energy

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			<p>Engineering) b) Postgraduate in Energy / Environmental Engineering, or MBA c) Accredited Energy Auditor</p>	<p>Accredited Energy Auditor or it can be a Certified Energy Auditor.</p> <p>Query 2- Under the same point also clarify that team members can be hired or they should be on company payroll?</p> <p>Query 3- Please clarify that all the team members need to be stationed at the project site? It is requested to please allow Team Leader not to be stationed at the site either he/she can visit the site as an when required on man days basis.</p>	<p>auditor with requisite domain experience and exposure with MSMEs.</p> <p>The bidder may consider strengthening their team by addition of external experts.</p> <p>For the seamless execution of project, the bidder is expected to have local connects and should station some of their team member(s) locally.</p>
6.	Pre-Qualification Criteria	Organizational Experience	Agency should have completed energy efficiency and related activities with Central/state Government/Banks / PSUs / externally aided projects during the three financial years ending on 31st March of the previous financial year at the time of submission of bid:	These similar work experience criteria is exempted for MSME's, please confirm	If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications.

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7.		Organizational Experience		As it is mentioned that agency must experience of working with Govt. bodies/Banks/PSUs/externally aided projects, so clarify that Private sector experience will also count in this or not?	As per Sl. No. 6 (Page No. 2) The Bidder must have successfully executed / completed for similar service(s) in last three years to any Central / State Govt Organization / PSU /externally aided projects/ Public Listed Company.
8.				Please request to consider the work experience in last 7 years ending on 31st March of the previous financial year at the time of submission of bid.	As per the Bid Document
9.				Agency working with Power Factor Improvement, Energy Savings & Efficiencies, Electricity Bill reduction for Industrial load connection. Please clarify our experiences in the field of Renewable Energy & Power Quality Management in the Eligibility Qualification in the tender will be considered.	Studies including Power Quality Management and Renewable Energy as part of scope can also be considered as part of experience.
10.		Organizational Experience	The firm should have experience of working with MSMEs related to energy and	It is suggested that this number of 100 MSMEs should be decreased as it may restrict many firms	As per the Bid Document

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			environment projects (min 100 MSMEs.)	from bidding, so it should be decreased to min 10 MSMEs	
11.			The firm should have experience of working with MSMEs related to energy and environment projects (min 100 MSMEs.) - Work order / Contract copy / Completion Certificate to be furnished by the Agency Submitted on prescribed format	We have already received the work completion certificate from the reputed clients & there is no possibilities to change the same certificate. Kindly request to accept the existing work completion certificate	Summary of the submitted documents as per the prescribed format. No need to change the Completion Certificate.
12.	Combined Quality Cum Cost Based System (QCBS)	The agency should have experience in the domain of EE/RE and related activities.	<ul style="list-style-type: none"> • Cluster profiling – 5 Marks • Energy Audits – 5 Marks • EE/RE Workshops – 5 Marks • Exhibition – 5 Marks 	Please clarify that whether we have to show separate Work Orders/LOA/Completion Certificate for each sector or single Work order for any one sector or all sectors.	Any work order citing the experience shall be indicated in the technical bid explicitly.
13.		Firms having experience of implementing EE/RE projects with MSME in Punjab	<ul style="list-style-type: none"> • 10 or more Implementations – 10 Marks • 6-9 Implementations – 7 Marks • 3-5 Implementations – 5 Marks • 1-2 Projects – 3 Marks 	Please clarify that project related to training & workshops will also be used or only energy audits/EE projects will be considered	The projects with energy audit as scope will be considered wherein awareness/ training/ capacity building can be an integral part of scope.
14.				Kindly request to accept the similar work experience from anywhere in India or international too.	As per the Bid Document
15.	EMD	Rs.1 lacs	Bidders to submit Earnest Money Deposit (EMD) as per GeM Bid. Bidders can	Please accept the EMD in the form of bank guarantee. Also, request to	Earnest money deposit (EMD) of the requisite amount be in the

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			submit the EMD with Payment online through RTGS / Internet Banking in Beneficiary name Small Industries Development Bank of India, Account No. 37847684154, IFSC Code: SBIN0009371, Bank Name: State Bank of India, Branch address: Jhandewalan, 6-E, Jhandewalan, Rani Jhansi Road, New Delhi-110055	provide the bank guarantee format with bank details. Kindly accept the request.	form of Bankers Cheque/ Demand Draft in favor of "SIDBI", payable at New Delhi! Bank Guarantee (bid bank guarantee) in the prescribed format (Refer ANNEXURE - A) from a scheduled bank, shall be submitted along with this Pre-Bid Clarifications.
16.			Bidder's Claiming exemptions should enclose UAN/UAM and submit the same on CPPP portal of Govt. of India	We have Udyam Aadhar Registration for medium on MSME portal, then can we get the exemption to submit the EMD? Please clarify	The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
17.	General	General	Who can participate in this tender	Can an organization registered as a society/trust be allowed to participate	As per Bid Document (Page No.1 of Buyer Added Bid Specific ATC)
18.	General	General	Consortium	It is also requested to please allow Consortium	The bidders are allowed to make joint venture OR consortium to strenghten their credentials and
19.				Is consortium or partnership allowed for the purpose of	

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				participating in the RFP?	team experience. However, these JV/ Consortium should be declared clearly in proposal as per the prescribed format placed below (Annexure-B & C) with details of leading partner and. It is to be noted that sub-contracting is NOT allowed at any stage of project as per the Specific Terms and Conditions of the Bid document.
20.	General	Estimated Cost	Rs.30,00,000/- per agency, Total Rs.90 lakhs for 3 Nos. of Agency	As it is mentioned 30,00,000/- per agency, please clarify we have to quote according to this value or we can quote according to the total estimated cost of the project.	Accordingly to the value of per agency.
21.	Price-Bid Format	Deliverables:	Walk Through Audits 100 Nos.	Is this work is divided equally to three consultants or each consultant will be allotted with this work separately.	As per the Bid Document, 100 Nos. of each agency.
22.	Bid End Date	Submission	Bid End Date/Time: 20-01-2023 19:00:00	Kindly request to extend the due date by 10 days more from current closing date & time	At this stage, it has been decided not to extend deadline

Note:

1. All the Terms and Conditions of the Tender remain same and shall be ipso-facto applicable.
2. The Bidders already submitted Bids before issuance of this Corrigendum may resubmit their Bids if desire to revise the same at their discretion. However, for the failure to do the same

on part of Bidders for the reasons whatsoever, SIDBI bears no responsibility.

Annexure-A

Bid Security Form (For EMD Only)

(Sample Format -TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No. _____ dated _____ (Month) XX, 2023 for " _____ (Bid Name)" (Herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered / head office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ₹ ----- (Rupees ----- only) on behalf of the Vendor.

We -----Bank further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding ₹...../- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

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1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;
8. BG confirmation can also be sought by sending email to _____ (Bank Official email id)

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

Draft Format of Joint Bidding Agreement (in case of JV /Consortium)
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of.....2023...

BETWEEN

1. [•], (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [•]+, (a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the [FIRST, AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) Small Industries Development Bank of India (SIDBI), having its head office at SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 and an office at GCVF, 10th Floor, Atma Ram House, 1, Tolstoy Road, New Delhi-110001, India (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals by its Request for Proposal _____ (Bid Name)(the "RFP").
- (B) The Parties are interested in jointly bidding for the assignment as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the assignment, and
- (C) It is a necessary condition under the RfP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the assignment.
- b. The Parties hereby undertake to participate in the Bidding process only through

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this Consortium and not individually and/ or through any other consortium constituted for this assignment, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected agency and awarded the assignment, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the agency in terms of the Contract for the assignment.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Member in Charge of the Consortium shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the assignment and until the Effective Date under the Contract;
- b. Party of the Second Part shall be [•];

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the assignment and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Member and the Bank shall be entitled to deal with such Lead Member as the representative of all Members.

7. Authorised Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the assignment including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the authority, representing the consortium in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Bank in all matters in connection with or relating or arising out of the assignment.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the assignment is awarded to the Consortium. However, in case the Consortium is not selected for award of the assignment, the Agreement will stand terminated upon intimation by the Bank that it has not been selected and upon return of the Bid Security by the

Bank.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For	SIGNED, SEALED AND DELIVERED
and on behalf of MEMBER IN CHARGE	
by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

- 1.
- 2.

Draft Format of Power of Attorney for Lead Member of JV / Consortium

(To be executed by all members of the Consortium)

Whereas the Small Industries Development Bank of India (the "Bank") has invited proposals from agency for _____ (Bid Name).

Whereas, ... and..... (collectively the "JV/Consortium") being Members of the JV / Consortium are interested in bidding for the assignment in accordance with the terms and conditions of the RfP and other connected documents in respect of the assignment, and

Whereas, it is necessary for the members of the Consortium to designate one of them as the Member in Charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the assignment and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In• charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub• delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the assignment, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute GeM Bid for Hiring 03 Nos of Agencies or ESCOs for Energy Efficiency Interventions in Jalandhar MSME Industrial Clusters

contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other government agency or any person, in all matters in connection with or relating to/ or arising out of the Consortium's bid for the assignment and / or upon award thereof until the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2023.....

For
(Signature Name & Title)

For.....
(Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria should be satisfied by the Lead Member.