

Pre-Bid Queries and Response

Tender Reference No.: BD/RAMP/110/2023/5

Tender ID: 2025_NIDC_749_1

S. No.	Section/Page	Content of RFP	Change/Clarification Requested	Decision
1	2.3 Scope of Work 2.3.1 and 2.3.2	Selection of MSMEs and Detailed Energy Audit Report of 300 MSMEs.	Required more clarification on what support will be provided by NIDC in selection of MSMEs. Do we get any preliminary list of available MSMEs from NIDC?	NIDC will provide the list of registered MSMEs to the selected party
2	2.3 Scope of Work 2.3.1 Point no (iv & v)	The template designed will be the property of NIDC and bidder should not share any sensitive information to third parties. The intellectual property rights of template will be with NIDC, Department of Industries & Commerce and Government of Nagaland	Do we need to provide any declaration or sign the NDA. Is there any format available (requesting to share the format if any)	Contract Agreement will include all required forms
3	2.3.4 Action Plan Report for MSMEs point no (a)	The cost of total interventions in the Action Plan shall not exceed Rs. 5,00,000/- and shall not be less than Rs. 2,00,000/- per MSME.	Requesting for more clarification. whether the Rs. 5 lakh cost limit applies to the total of all interventions identified in one MSME unit, or if it is the limit for each individual intervention?	Limit per MSME
4	2.3.4 Action Plan Report for MSMEs point no (b)	The projected timeline for implementation of the Action Plan shall not exceed more than 4 months post completion and handover of Action Plan to respective MSME	Requesting for more clarification. Bidders scope is limited to identifying interventions and preparing an action plan. Once bidder submit the action plan, its implementation depends on the acceptance and willingness of the MSME units. Bidder cannot be held responsible if the implementation timeline is extended due to factors beyond bidder's control.	Yes
5	2.3.5 Deliverables, Timelines and Payment Terms	Payments are milestone basis as 1. Detailed Energy Audit Report 2. Submission of Recommendation report 3. Submission of action plan	Is it possible to submit the DEA report, recommendations report, and action plan simultaneously and the payments will be released accordingly?	No
6	3.2 Pre-Qualification criteria	A consortium wanting to bid for the RFP must fulfil all eligibility criteria of a consortium mentioned in the 'General Terms and Conditions (xxii)'. The agencies should be empanelled/authorized by	Whether both the agencies in case of consortium, should be empanelled/authorized by BEE or only the lead agency?	Either member

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		BEE to provide energy audits services		
7	3.2 Pre-Qualification criteria Point No 3 - Experience	Bidder(s) must have completed similar projects of cumulative contract value of not less than Rs. 1 Cr during the last financial Year. At least one project should be for a government organization or PSU	Under similar project all type of energy auditing work will be considered? Requesting to consider the energy audit projects during last 2 financial years	No Change
8	3.2 Pre-Qualification criteria Point No 3 - Experience	Work Order Completion Certificate (Annexure-2)	Bidders need to submit combined completion certificate as per annexure-2 of the RFP or bidder need to submit separate completion certificate for each project.	As per Annexure 2. (Supporting Documents to be attached in the Technical Proposal.)
9	3.3 Technical Proposal Point no (iv)	Basic instrumentation iv. Flue gas analyser xi Fuel Efficiency Monitor / Fuel gas analyser / Combustion Gas Analysers	We understand that both the instruments are same i.e. Flue gas analyser. Requesting for clarification	Duplication. Can ignore no. iv.
10	Annexure-11	Photocopies of ownership of instruments should be attached with technical information	What document is expected as proof of ownership. Will declaration on company letterhead with authorized persons signature be considered as proof of ownership of instruments?	Yes Along with technical information, date of purchase, place of purchase, vendor details, bill/receipt (if available)
11	4. GENERAL TERMS & CONDITIONS Point no (vii)	Penalty Clause: Should the bidder fail to complete the work to Department's/NIDC's satisfaction within the agreed-upon timeframe, a penalty amounting to 2% of the overall contract value will be levied for each calendar month of delay.	The bidder should not be held accountable for delays that are beyond their control. It is standard practice to establish a maximum limit for the percentage penalty, and this should be clearly outlined in the RFP document such as; "a penalty amounting to 2% of the overall contract value will be levied for each calendar month of delay subject to a maximum of 10% of the contract value".	No Change
12	TENDER SUMMARY	End Date and Time 02-07-2025 [04:00 PM]	Considering the complexity of the RFP and in order to adequately address its requirements, we request an extension of 15 days for the proposal submission deadline	No Change
13	3.2 Pre-Qualification criteria Point No 3 - Experience	Bidder(s) must have completed similar projects of cumulative contract value of not less than Rs. 1 Cr during the last financial Year. At least one project should be for a government organization or PSU	Bidder(s) must have completed similar projects of cumulative contract value of not less than Rs. 1 Cr during the last Five Years . At least one project should be for a government organisation or PSU	No Change
14	Section 3.2: Pre-	Should have at least 1 BEE Accredited Energy Auditors and 2 BEE Certified	Should have at least 1 BEE Accredited Energy Auditors and 1 BEE Certified Auditor + 1 ISO	No Change

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	Qualification criteria- Technical Capabilities: (page 17)	Auditors as on the date of applying.	50001:2018 Certified Professional as on the date of applying.	
15	Section 3.3: Technical Proposal- (page 18)	Clause iv. The firm should have relevant minimum measuring instruments owned by the firm along with calibration certification proposed to be used for the Energy Audit, should be enclosed. (Annexure-11)	Clause iv. The firm should have relevant minimum measuring instruments owned by the firm or with valid service/rental agreements and calibration certificates proposed to be used for the Energy Audit, should be made available during the time of conducting actual energy audit (Annexure-11).	No Change
16	Section 3.1.1 Proposal Submission Guidelines hard copy of the Technical Proposal only along with the Bid Fee and EMD to be submitted through courier/speed post/registered post/in person on or before Last Date and Time of Bid Submission as given in the RFP.... Bid Submission Date as 2nd July 2025 (4:00 PM)	Bid Submission Date should be revised to 9th July (as one-week Extension. Even though mode of submission is mentioned as online, we also need to provide a Hard copy of technical proposal on or before Last Date and Time of Bid Submission as given in the RFP.	No Change
17	Section : 3.2 Pre- Qualification criteria	Experience: Bidder(s) must have completed similar projects of cumulative contract value of not less than Rs. 1 Cr during the last financial Year. At least one project should be for a government organisation or PSU	The requirement for completion of a similar project valued at INR 1 Crore in the last financial year is quite high for medium-scale consultants. In order to provide a fair opportunity to all consultants, we kindly request that the clause be modified as follows: "The bidder must have completed similar projects involving cumulative detailed energy audits and/or walkthrough energy audits for at least 100 MSME industries during the last three financial years anywhere in India for any Govt. Body or PSU's"	No Change
18	Tender Summary	Bid application fee (Non-Refundable): INR 15,000 (Fifteen Thousand Only) to be paid through DD in Favour of Managing Director, Nagaland Industrial Development Corporation Limited. Hard Copy must be submitted along with the technical proposal. EMD: Bid security/ earnest money deposit: INR 1.5 lakhs only to be paid through DD in Favour of Managing Director, Nagaland Industrial Development Corporation	We are being an MSME organisation, request you to exempt us from payment of EMD and tender Fees to participate in bid	Tender Fee- No Exemption EMD- Registered MSME proof to be provided for exemption

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		Limited. Hard Copy must be submitted along with the technical proposal.		
19	3.2 (2) 3.2 Pre-Qualification criteria	Bidder(s) must have completed similar projects of cumulative contract value of not less than Rs. 1 Cr during the last financial Year. At least one project should be for a government organisation or PSU	Bidder(s) must have completed similar projects of cumulative contract value of not less than Rs. 1 Cr during the last Two financial Year. At least one project should be for a government organisation or PSU	No Change
20	vii. Penalty Clause	Should the bidder fail to complete the work to Department's/NIDC's satisfaction within the agreed-upon timeframe, a penalty amounting to 2% of the overall contract value will be levied for each calendar month of delay	<u>We request NIDC to modify this clause as;</u> Should the bidder fail to complete the work to Department's/NIDC's satisfaction within the agreed-upon timeframe, a penalty amounting to the 0.5% per week and part thereof upto the 2% of the overall contract value will be levied for each calendar month of delay .	No Change
21	7.7 Termination of Contract	NIDC has its rights under the conditions of this RFP to terminate the contract of the agency at any time. The contract may also be terminated if the agency's performance or competence fails to meet the standards required for the assignment	<u>We request NIDC to modify this clause as;</u> NIDC has its rights under the conditions of this RFP to terminate the contract of the agency at any time by giving 30days of notice period to the Contractor. The contract may also be terminated by giving 30days of notice period including 15days of Cure period to cure the default if the agency's performance or competence fails to meet the standards required for the assignment	No Change
22	A. Instructions to Bidders: Submission Mode	The bidder shall submit their bids through online mode. No relaxation will be made in this regard.	referring to the clause we understand that the Tender shall be submitted via online mode & Only hard copy of the EMD (DD) shall be submitted to NIDC.	Refer to Sec. 3.1.1
23	2.3.1 Selection of MSMEs	The bidder shall conduct a Statewide selection process. The MSMEs shall be selected based on inputs from NIDC and Department of Industries & Commerce and in alignment with the project objectives.	As per given scope the MSME units shall only be selected from the list/details available with the NIDC. The Agency shall prepare the selection format & questionnaire as per the requirement of NIDC & stakeholders. Those MSME's whose meet the criteria shall only be covered under the scope. if there is any deviation, please share.	Yes
24	2.3.1 Selection of MSMEs	A minimum of 3 MSMEs per district of Nagaland must be mandatorily covered for Detailed Energy Audits. Preference shall be given to machinery intensive MSMEs and other high power consuming sectors.	"in case of less MSME per district, how it can be processed.	Not Applicable

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25	Deliverables, Timelines and Payment Terms	Submission of action plan - Batch 1 (150 MSMEs) Submission of action plan - Batch 2 (150 MSMEs)	"As mentioned in the payment terms, minimum 300 MSME to be covered under the study and accordingly payment shall be released against the each milestone.	300 MSMEs will have to be covered
26	Technical Evaluation	Experience of the Energy audits., 1 project =5, 2 or more projects =10	considering the scope of work , It is requested to please also consider the experience related to Energy /Energy efficiency/impact assessment of energy schemes/power/Discom etc.	No Change
27	Termination (New Clause Addition)	<u>We request NIDC to incorporate this clause, as it is not mentioned in the Tender document and constitutes a major part of the Contract Agreement:</u> Either Party may terminate this Agreement in any Event or Events of Force Majeure upon giving thirty (30) days prior written notice to the other Party.		Accepted. The Tender Floating Authority will issue a Corrigendum.
28	8.Force Majeure	The Bidder shall at all times, Indemnify and keep indemnified, the employer and its officer's servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the Agency or any Consortium partner(s) or subcontractor, and / or the servants or agents of the ENERGY AUDIT FIRMS, or any other Consortium partner(s) or any sub-contractor and / or of NIDC)	<u>We request NIDC to add this clause as:</u> The Bidder shall, at all times, indemnify and keep indemnified the Employer and its officers, servants, and agents, from and against all/any claims whatsoever, to the extent such claims arise solely attributable due to the gross negligence, omission, or default of the Contractor , in consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the Agency or any Consortium partner(s) or subcontractor, and/or the servants or agents of the ENERGY AUDIT FIRMS, or any other Consortium partner(s), or any subcontractor and/or of NIDC).	Accepted. The Tender Floating Authority will issue a Corrigendum.
29	We request that the following clause be incorporated by NIDC as :Insurance	1. Insurance taken by NIDC: NIDC will take comprehensive project site and associated assets, property and equipment insurance. Contractor will comply with all obligations under the insurance policy. A copy of the relevant terms shall be provided to the Contractor. 2. Insurance taken by Contractor: a) Workers compensation and occupational illness insurance for all their Personnel or such statutory requirements under the applicable law.		No Changes.
30	Limitation of Liability (New Clause addition)	We request NIDC to add this clause as: Limitation of Liability of Contractor shall be as follows: The aggregate total liability of the Contractor to NIDC under the Contract shall not exceed the 5% of the Contract Price, except that this Clause shall not limit the liability of the Consultant for following: (a) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.		Accepted. The Tender Floating Authority will issue a Corrigendum.