

No.12(11)/2016-EDI
Government of India
Ministry of Micro, Small and Medium Enterprises

Udyog Bhawan,
New Delhi- 110011.
Dated the 02.11.2016

To

[As per list enclosed]

Subject: Letter of Invitation for evaluation of Office of DC(MSME)'s scheme- 'MSME Cluster Development Programme (MSE-CDP)' under the Scheme of Surveys, Studies and Policy Research.

Sir/ Madam,

We invite proposal for the Assignment titled "**MSME Cluster Development Programme (MSE-CDP)**". More details of the Assignment are provided in the enclosed Terms of Reference (TOR).

2. This letter of Invitation has been addressed to the short listed institutions as given on the **List** enclosed. It is not permissible for the addressees to transfer this invitation to any other Institution.
3. With this Letter of Invitation, the following documents are enclosed:
 - (i) Terms of Reference (**TOR**) of the Assignment.
 - (ii) Standard form of Certificates to be included in the proposal (**Annexure-A, Annexure-B and Annexure-C**).
 - (iii) Standard Form of Agreement.
 - (iv) Copy of the Scheme of Surveys, Studies and Policy Research.(also available on <http://msme.gov.in>)
4. We will be happy to receive your proposal for undertaking this Assignment. The evaluation of the proposal (s) received will be done by the Scrutiny Committee referred to in paragraph 3(v) of the Scheme document and, on approval, the decision will be communicated to you.
5. Your detailed proposal and the Financial Proposal should be in **two separate and sealed covers**. The reference No. of this letter and the title of the assignment should be **superscribed** on the envelope containing the proposal.
6. The address for submitting the proposal is as follows:
Deputy Secretary (EDI-Section), Ministry of Micro Small and Medium Enterprises, Room No.356-A, Udyog Bhawan, New Delhi 110011. Tel: 011-23061636.

Contd/-..

7. The proposal may be delivered at the Reception Counter at Gate No.12 or dropped in Tender Box (Ministry of MSME) at Gate No.8, Udyog Bhawan. The proposal **must reach** the above mentioned address **by 2.00 PM on 01.12.2016**. The **bids shall be opened on the same date i.e. 01.12.2016 at 3.00PM** in the presence of representatives of the bidders duly authorized by the respective bidder. The date and time for opening of the financial bids of the eligible bidders will be intimated separately.

8. Soft copy of this invitation along with enclosures is available on this Ministry's Website.(<http://msme.gov.in/mob/Tender.aspx>). Hindi version will follow.

Yours faithfully,


(A. K. Chaube)

Deputy Secretary to the Govt. of India.
Tel.No.23061636

Encl: a/a

Copy to:

Shri Shubhendu Kumar, Technical Director, NIC for uploading on the official website of M/o MSME under the tender notice icon with the heading as- **Letter of Invitation for evaluation of Office of DC(MSME)'s scheme- 'MSME Cluster Development Programme (MSE-CDP)' under the Scheme of Surveys, Studies and Policy Research.'**

LIST

1. The Director, Indian Institute of Management, Vastrapur, Ahmedabad 380015, Gujarat, INDIA Tel: +91-79-66323456 / 26308357, Fax: +91-79-26306896.
2. The Director In-charge, Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore, India, Pin Code: 560 076, Phone Number: +91-80-26582450 / 26993996, Fax Number: +91-80-26584050 / 26584004 / 26584181 / 26581602.
3. The Director, Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata (Calcutta) – 700104, West Bengal, INDIA.
4. The Director, Indian Institute of Management Lucknow, Prabandh Nagar, IIM Road, Lucknow, Uttar Pradesh 226013 Phone: 0522 273 4101 · 91-522-2736601/03/04, 669601/03/04.
5. The Director, Institute of Rural Management, Post Box No. 60, Anand 388001. Gujarat. India. Contact: 02692 - 260 391 / 260 181, Fax: 02692 – 260188.
6. The Dean, Indian Institute of Management Kozhikode, IIMK Campus P. O., Kozhikode, Kerala, India, PIN - 673 570
7. The Director, Prabandh Shikhar, Rau-Pithampur Rd, Indore, Madhya Pradesh 453556 Phone: 0731 243 9666.
8. The Director, Management Development Institute, Mehrauli Road Sukhrali, Gurgaon - 122 007 INDIA Tel + 91-124-4560000 4560002 Fax + 91-124-4560456.
9. The Director, Institute for Financial Management and Research, Chennai City Campus, # 24, Kothari Road, Nungambakkam, Chennai – 600 034.
10. The Chief Administrative Officer, National Institute of Financial Management, Sector 48, Pali Road, Faridabad 121 001 Haryana India HA , +91-129-2465444 +91-129-2465258, +91-0129-2418867 +91-0129-2423593.
11. The Director, NIBM, NIBM Post Office, Kondhwe Khurd, Pune 411 048, INDIA , Fax: 0091-20-26834478 Telephone: 0091-20-26716000.
12. The Director, Tata Management Training Centre, 1, Mangaldas Road, Pune – 411001, India., Call : 91 20 6609 1000, Fax : 91 20 2612 2338.
13. The Director, XLRI - Xavier School of Management, Circuit House Area, Sonari, Jamshedpur, Jharkhand 831001, Phone: 0657 665 3333.
14. The Director (Vice Chancellor), Indira Gandhi Institute of Development Research, 5, Gen AK Vaidya Marg, Film City Road, Santosh Nagar, Goregaon, Mumbai, Maharashtra 400065, Phone: 022 2841 6200.
15. The Director, Institute for Social and Economic Change, Nagarabhavi Bengaluru 560072, Phone : 080-23217010.
16. The Director, Gokhale Institute of Politics and Economics, BMCC Road, Deccan Gymkhana, Pune – 411004, Maharashtra, India, PHONE: +91-20- 25650287, FAX: +91-20-25652579.
17. The Director, Indian Council for Research on International Economic Relations, Core 6A, 4th Floor, India Habitat Center, Lodhi Road, New Delhi 110003, Tel (91-11) 43 112400, Fax (91-11) 24620180, 24618941.

18. The Director, TISS Mumbai Campus, V.N. Purav Marg, Deonar, Mumbai 400088
Telephone: 91-22-2552 5000 , Fax: 91-22-2552 5050.
19. The Director, National Council of Applied Economic Research, Parisila Bhawan, 11 IP Estate, New Delhi, Delhi 110002, Phone: 011 2337 9861.
20. The Chairman, Centre for Monitoring Indian Economy, Apple Heritage, 54-C, Andheri - Kurla Rd, Hanuman Nagar, Andheri East, Mumbai, Maharashtra 400093, Phone: 096487 65700.
21. The Director, National Institute of Labour Economics Research and Development, Sector A-7, Narela Institutional Area, Delhi-110 040, INDIA , Phone: (+ 91 11) 27787215/16/17, Fax: (+ 91 11) 27783467.
22. The Director, Institute of Economic Growth, University Enclave, University of Delhi (North Campus), Delhi 110 007, India, Phone: 91-11-27666364 / 6367, 27667101 /7288 /7365/7424, Fax: 91-11-27667410.
23. The Director, Vaikunthbhai Mehta Research Centre for Decentralised Industries, Plot No. 107, Sector 15, Anusandhan Kendra, Sakal Bhavan Marg, C.B.D. Belapur, Navi Mumbai - 400 614. Tel.: (022) 757 5935, 757 0617 Fax : (022) 757 5939.
24. The Director, Rajiv Gandhi Institute for Contemporary Studies Rajiv Gandhi Foundation, Jawahar Bhawan, Dr. Rajendra Prasad Road, New Delhi-110 001 (India), Tel: +91-11-23312456; 23755117, Fax: +91-11-23755119.
25. The Director, Centre for Development Studies, Prasanth Nagar, Medical College P.O, Ulloor, Thiruvananthapuram 695 011, Kerala, India. Email: director at cds.ac.in, General Telephone: +91-471-2774200, 2448881-2 FAX : +91-471-2447137, +91-471-2448942
26. The Director, Madras Institute of Development Studies, 79, Second Main Road, Gandhinagar, Adyar, Chennai, Tamil Nadu, INDIA, Pin Code: 600 020, Telephone: 0091 - 44 - 24412589 24411574 24412295 24419771, Fax: 0091 - 44 - 24910872.
27. The Chairman, Credit Rating and Information Service of India Limited (CRISIL), CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai-400 076 INDIA, Phone : +91-22-3342 3000, Fax : +91-22-3342 3001.
28. The Chairman, Pricewaterhouse Cooper, New Delhi, 11-A, Sucheta Bhawan, Vishnu Digamber Marg, Delhi 110002 Phone: 011 4115 0000.
29. The Director, Deloitte Touch India Pvt. Ltd., Old No. 37, New No. 52, 7th Floor, ASV N Ramana Tower, Venkatnarayana Road, T. Nagar, Chennai, Tamil Nadu 600017, Phone: 097125 00076.
30. The Director, ICRA Limited, 1105, Kailash Building, 11th Floor, 26, Kasturba Gandhi Marg, New Delhi—110001, Tel: +91-11-23357940-50; Fax: +91-11- 23357014.
31. The Chairman, All INDIA MANAGEMENT ASSOCIATION (AIMA), DELHI, #24-25, 4th Floor, Andhra Association Building, Lodhi Road, Institutional Area, New Delhi, Delhi 110003, Phone: 011 2464 5100.
32. The Registrar, Indian Institute of Foreign Trade, IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi, Delhi 110016, Phone: 011 2696 5124.
33. The President, ICMR - Indian Council for Market Research (A Division of Planning Consulting (India) Pvt. Ltd.) Level- 0, IIPM Campus Satbari, Chandan Haula, Chattarpur Road, New Delhi-110074, INDIA

34. The Director, Entrepreneurship Development Institute of India, Ahmedabad, Gandhinagar-Ahmedabad Rd , Next to Apollo Hospital, Bhat, Ahmedabad, Gujarat 382428, Tel. 079 2396 9151.
35. The Director General, NIESBUD, A-23, Sector-62, Institutional Area, Phase-II, Noida - 201 301, U.P.
36. The Director, Indian Institute of Entrepreneurship (IIE), Basistha Chariali, Lalmati, 37, National Highway Bypass, Guwahati – 781 029.
37. The Director, Indian Institute of Public Administration, Indraprastha Estate, Ring Road, Mahatma Gandhi Marg, New Delhi, Delhi 110002, 23702434(D), 23468321, 23702440.
38. The Head, ISIBC, Indian Statistical Institute, Bangalore, 8th Mile, Mysore Road, RVCE Post, Bengaluru, Karnataka 560059, Phone: 095350 18941.
39. The Director, Indian Institute of Quality Management, IIQM, ETDC, Campus, Malviya Industrial Estate, Jaipur, Rajasthan 302017, Phone: 0141 275 1358.
40. The Chairman, National Institute of Industrial Engineering, IIT Area, Powai, Towards Ramada Hotel, Near L & T, Saketvihar Lake Road, Mumbai, Maharashtra 400087, Phone: 086521 87981.
41. The Director General (I/C) Administrative Staff College of Hyderabad, BellaVista, Raj Bhavan Road, Khairatabad, Hyderabad, Telangana 500082, Phone: 040 6653 3000.
42. The Director General, National Productivity Council, Utpadakta Bhawan, 5-6, Institutional Area, Lodhi Rd, New Delhi, Delhi 110003, Phone; 011 2469 033.

Government of India
Ministry of Micro, Small and Medium Enterprises



सत्यमेव जयते

No. 12(11)/2016-EDI

**Proposal for Conduct of Independent Evaluation of MSME Cluster
Development Programme (MSE-CDP):
Selection of Agency**



November, 2016

Evaluation of Plan Scheme- MSME Cluster Development Programme (MSE-CDP)

1. Purpose / Intent:

The purpose / intent of the proposal is for selection of Agency for undertaking evaluation of Scheme- 'MSME Cluster Development Programme (MSE-CDP)' to assess the impact of outcomes achieved by the above named scheme in a comprehensive manner.

2.1 Background

Cluster based intervention has been acknowledged as one of the key strategies for comprehensive development of Indian industries, particularly the Micro and Small Enterprises (MSEs). The Ministry of MSME, Government of India has adopted the cluster approach as a key strategy for enhancing the productivity and competitiveness as well as capacity building of micro & small enterprises and their collectives in the country. The cluster development initiatives have evolved over a period of time and are being implemented under Micro & Small Enterprises — Cluster Development Programme (MSE-CDP).

The MSE-CDP Scheme aims at holistic and integrated development of micro and small enterprises through Soft Interventions (such as diagnostic study, capacity building, marketing development, export promotion, skill development, technology upgradation, organizing workshops, seminars, training, study visits, exposure visits, etc.) carried out by State Govt., Hard Interventions (setting up of Common Facility Centers) and Infrastructure Upgradation (create/upgrade infrastructural facilities in the new/existing industrial areas/ clusters of MSEs).

2.2 Objective of the Scheme:

- i. To support the sustainability and growth of MSEs by addressing common issues such as improvement of technology, skills and quality, market access, access to capital, etc.
- ii. To build capacity of MSEs for common supportive action through formation of self help groups, consortia, upgradation of associations, etc.
- iii. To create/upgrade infrastructural facilities, in the new/existing industrial areas/ clusters of MSEs.
- iv. To set up common facility centres (for testing, training centre, raw material depot, effluent treatment, complementing production processes, etc).

The Ministry of MSME has supported 964 interventions which includes DSR, Soft Interventions and Hard Interventions so far. The details of Hard Interventions are:

On-going CFC:	68
Completed CFC:	35
On-going ID:	44
Completed ID:	135

Detailed guidelines of the scheme are given on www.dcmsme.gov.in

2.3 Progress of the Scheme:

Year-wise financial progress of the scheme for the last 5 years (2011-12 to 2015-16) is as under:

S. No.	Year	Amount (Rs. lakh)
1	2011-12	3078.43
2	2012-13	2343.92
3	2013-14	4140.82
4	2014-15	6317.83
5	2015-16	8135.64

3 Objective of the Assignment/Scope of work/ Terms and References

The scope of work is 360° evaluation study of the schemes referred to in Section 2.2 with an objective to find out their usefulness, impact and suggestions for improving the efficiency of operation.

3.1 Terms and References (TOR)

- To assess the impact of cluster development interventions (mainly Common Facility Centres (CFCs) and Infrastructure Development Projects) on enterprises in clusters undertaken under MSE-CDP

scheme in enhancing their productivity, competitiveness, capacity building, and in providing industrial infrastructure.

- To assess the level of achievement of outcomes mentioned in administrative approvals/ sanction
- CFCs, performance indicators may be defined in terms of skill upgradation, technology upgradation, turnover, employment, exports, environment compliance, number of Quality Certification (like ISO-9000, product certification), rejection rate, access to credit, access to new markets, application of ICT, etc. Status of performance, indicators before and after the interventions should be mentioned.
- Infrastructure Development Projects: Performance indicators may be defined in terms of benefits occurred to the units, employment generated, turnover, exports, etc.
- To assess suitability of the locations of Infrastructure development projects, quality of infrastructure, maintenance of industrial estates/ areas, related problems being faced the MSEs, etc.
- To evaluate the key issues pertaining to sustainability of the impact of the scheme and scope for innovation by the cluster.
- To assess the present and future needs of cluster and to determine which other schemes/ inputs can be useful for development of the cluster.
- To assess current implementation arrangement and efficiency of delivery of Scheme and to highlight deficiencies of Scheme in terms of its design or delivery mechanisms, if any, and to suggest schematic changes or procedural modifications to augment pace of implementation of scheme.
- To assess role of industry (SPV) and State Govt, for implementation of scheme and suggestion for its improvement.
- To determine the outreach and access of Scheme in general with

particular reference to North-Eastern Region and suggest ways and means to improve outreach and access of the Scheme in the North-Eastern Region.

- To assess the economic impact of the Scheme on intended beneficiaries, including women, SC/ST, Minority communities and NER beneficiaries.
- Evaluation should cover at least two representative states from each region i.e. North, South, West, East and North- East region, covering at least one CFC, one ID project and one Soft Intervention.

4 Time Schedule

The duration of the completion of the evaluation study is three months from the date of commencement of the assignment.

4.1 Duration of Consultancy

The study needs to be completed and draft report should be submitted within 45 days. Revisions in draft report submitted, as suggested by agencies as deemed necessary by the Govt., need to be completed within one month from the date of such revisions/directions.

5. Deliverables

Final Report of Evaluation Study (25 bound Copies of size 8.3 x 11.7 inches) to the satisfaction of competent authority along with soft copy in formats as prescribed by competent authority.

6. BID EVALUATION CRITERIA AND SELECTION PROCESS OF THE AGENCY:

(a) Bidding process

- (i) The Bidding will be based on the Quality cum Cost Based Selection. The Ministry invites two part bids from invited institutions/consultants for the scope of work mentioned in the document. The two Part bid shall consist

of Part-I-Technical bid and Part-II-Financial bid. Technical Bid Comprises of 70% weightage and the Financial Bid Comprises of 30% weightage.

- (ii) Technical Bid and Financial bid should be submitted in two separate envelopes superscribed "**Technical Bid**" and "**Financial Bid**" respectively. The Technical Bid would be opened first. The Financial Bid (**to be provided in a separate sealed cover**) would be opened only in the case of those tenderers /bidders who qualify the technical evaluation and meet the requisite parameters laid down by the Ministry of MSME.

Following **supporting documents** should be enclosed with the technical bid, failing which the bid will be liable for rejection: -

1. Certificate/work order supporting the work done under National Evaluation Study clearly giving details of name of the States covered for each study.
2. Certificate of registration of the organization.
3. Details of experts at National Level and Zonal Level with their biodata clearly giving designation, qualification, relevant experience, work done, address, phone number etc.
4. Details of offices of the agency / associates in the Country with full address and phone number.
5. Chartered Accountant certified balance sheet of last 3 years (2013-14, 2014-15 and 2015-16) to indicate the turnover of the organization.

- (iii) The Ministry of MSME may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.

- (iv) Prior to the detailed evaluation, the Ministry of MSME will determine whether each Bid is acceptable qualitatively, is generally complete and is substantially responsive to the Bid Documents. For the purposes of this determination, a substantially responsive Bid is one that confirms to

all the terms, conditions, scope of work and specifications of the Bid Documents without material deviations, objections, conditions or reservations.

A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality of performance of the Contract; (ii) that limits in any substantial way and/or is inconsistent with the Bid Documents or the Ministry of MSME's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidder's who are presenting substantially responsive Bids.

- (v) If a Bid is not substantially responsive, it will be rejected by Ministry of MSME, and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

(b) SCORE CARD FOR TECHNICAL EVALUATION

The bids will be evaluated by Ministry of MSME to ascertain the technically and commercially responsive bid for the complete scope of work, as detailed below:

I. The marks for technical evaluation of the bids are as under: -

Sr. No.	Particulars	Marks
1.	Marks for Technical Evaluation	Total 100 Marks
1.1	Experience & Quality of the team on similar studies.	30 Marks
1.2	Experience & Quality of Past studies conducted by the Institute.	30 Marks
1.3	Marks for Presentation	40 Marks

II. Marks for Presentation- 40 Marks

A	Understanding of the context	20
i.	Understanding of the scheme	10
ii.	Understanding of the scope of work	10
B	Approach & Methodology	10
i.	Approach to the study	05
ii.	Methodology	05
C	Team Deployment & Timelines	10
i.	Composition of team, planning and deployment	5
ii.	Adhering to timelines	5

For qualifying in the technical bid minimum combined score (I+II) will be 60 marks out of 100 marks for opening of financial bid.

After the technical evaluation is completed, Ministry of MSME shall notify those bidders, who qualify in the technical evaluation meeting the minimum score requirement of 60 marks out of 100 as detailed above and their financial bid will be opened. The financial bid shall be opened in the presence of the qualified bidders or their authorized representatives, who may choose to attend the bid opening.

(c) Financial proposal

The Evaluation Committee of the Ministry of MSME will assess the financial bids of the bidders. A Final score would be generated by giving 70% weightage to the score of technical evaluation and 30% weightage to the Financial Bids and **accordingly the work will be awarded to the bidder with highest Final Score according to the following formula:**

$$\text{Final Score} = [W(t) \times S(t)] + [W(f) \times S(f)]$$

Where: -

W(t)= Weightage to the Technical Score (70%)

S(t)= Technical Score

W(f)= Weightage to Financial Quote (30%)

S(f)= Financial Score = (Lowest Quote/Consultant's Financial Quote)x100.

CONSULTANT'S ORGANISATION AND EXPERIENCEA – Consultant's Organisation

[Provide here a brief (note more than two pages) description of the background and organisation of your entity and each associate, if any, for this assignment.]

B – Consultant's Experience

[Using the format below, provide information on each assignment for which your entity, and each associate for this assignment, was contracted for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name :	Approx. value of the contract (in Rupees) :
Country : Location within country :	Duration of assignment (months) :
Name of client :	
Address :	
Start date (month/year) : Completion date (month/year) :	
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's
Name: _____

I General Description of Team

Sr. No.	Name of Team Leader & Staff	Position	Input (Staff-months)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Note: CV of the Team Members to be provided in the format given at Annexure B-I.

CURRICULUM VITAE (CV) OF PROPOSED
PROFESSIONAL STAFF FOR THE ASSIGNMENT

1. **Proposed Position** [only one candidate shall be nominated for each position]:-

2. **Name of Entity** [Insert name of entity proposing the staff]: _____

3. **Name of Staff** [Insert full name]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education:** [Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. **Membership of Professional Associations:** _____

7. **Publications** (Indicate books, research papers and other articles published in reputed journals).
8. **Other Training(s)** : [Indicate significant training since degrees under 5 – Education were obtained]:

9. **Countries of Work Experience** : [List countries where staff has worked in the last ten years]:

10. **Employment Record:** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10].

Name of assignment or project _____

Year _____

Location _____

Client _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of staff member or authorized representative of the staff]
Day/Month/Year

Full name of authorized representative: _____

CONSULTANTS FINANCIAL PROPOSAL
(In Separate Sealed Cover)

- (a) Cost of the Study/Survey/Research Paper : Rs.
(based on team and staff inputs and all
Necessary activities as per ToR)
- (b) Service Tax : Rs.
- (c) Total Cost (a+b) : Rs.

Note :

Note : No separate payment towards overheads, equipment, accommodation, procurement of primary and /or secondary data, necessary travel (if any), etc. shall be allowed.

ANNEXURE III

AGREEMENT FOR CONSULTING SERVICES
FOR SURVEYS, STUDIES AND RESEARCH PROJECTS

AGREEMENT

THIS AGREEMENT is entered into this [insert starting date of assignment] between the President of India acting through Secretary, Ministry of Small Scale Industries, Government of India, [the Government] having its principal place of business at [insert Client's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address] acting through _____.

WHEREAS, the Government wishes to have the Consultant perform the Assignment hereinafter referred to, and

AND WHEREAS, the Consultant is willing to perform this Assignment,

NOW, THEREFORE, THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the assignment specified in Annex A, "Terms of Reference and Scope of Assignment," which is an integral part of this Agreement (the "Assignment").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Assignment.
 - (iii) The Consultant shall submit to the Government the reports in the form and numbers and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. **Term** The Consultant shall perform the Assignment [within ____ months from the date of this Agreement], or any other period as may be subsequently agreed by the parties in writing, subject to liquidated damages for the delay attributable to the Consultant.

3. **Payment**
 - A. Ceiling

For the Assignment, the Government shall pay the Consultant the sum of [insert amount]. This amount includes all of the Consultant's costs and deliverables as well as any tax obligation that may be imposed on the Consultant.

 - B. Schedule of Payments

The schedule of payments is specified below:

[insert currency and amount] upon the Government's receipt of a copy of this Agreement signed by the Consultant;
[insert currency and amount] upon the Government's receipt of the draft report from Consultant, acceptable to the Government;
and
[insert currency and amount] upon the Government's receipt of the final report from Consultant and acceptable to the Government.
[insert currency and amount] Total

C. Payment Conditions

(i) Payment on signature of this Agreement shall be made against a bank guarantee of equivalent amount from a Scheduled Bank in favour of the Government _____ till receipt of the draft report from Consultant and acceptable to the Government.

(ii) Final payment shall be made not later than 6 weeks, following submission by the Consultant of complete invoices in duplicate to the Coordinator designated in paragraph 4 or acceptance of the Report by the Government whichever is later.

4. **Project Administration**

A. Coordinator

The Government designates Shri/ Smt. [insert name and designation] as the Government's Coordinator; for this Assignment. The Coordinator will be responsible for the coordination of activities under this Agreement, for acceptance and approval of the reports and of other deliverables by the Government and for receiving and approving invoices for the payment.

B. Reports

The reports listed under Para 4 and 5 of the guidelines of the Scheme shall be submitted in the course of the Assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards**

The Consultant undertakes to perform the Assignment with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly but not later than ___ days replace any employees assigned under this Contract that the Government considers unsatisfactory.

6. **Confidentiality** The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the Government's business or operations without the prior written consent of the Government.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Government under the Agreement shall belong to and remain the property of the Government. The Consultant may retain a copy of such documents and software for the purpose of this Agreement.
8. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage at its own cost.
9. **Re-Assignment** The Consultant shall not re-assign this Agreement or sub-contract any portion of it without the Government's prior written consent.
10. **Dispute Resolution** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred for arbitration [in accordance with the provisions of.....Act] to an arbitrator nominated by the Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. Courts in Delhi shall have jurisdiction in the matter.
11. **Events of Default**
 - (i) Delay in furnishing of any report within the period mentioned for in Annex C. Provided that there shall not be default for the period of Force Majeure and delays solely attributable to the Government.
 - (ii) Any report being non-acceptable to the Government for lack of professional quality.
 - (iii) Breach of any of the terms of this Agreement.
12. **Consequences of Default**
 - (i) On the occurrence of any of the event of default on the part of Consultant, the Government may terminate this Agreement and claim refund of any money paid or invoke the bank guarantee and refuse to make any more payment.
 - (ii) In case of default being limited to delay only not exceeding 5 weeks, the Government, may in the alternative, claim the agreed liquidated damages @ 5% of the amount of contract for every week of delay, not exceeding in any case 25% of the amount of contract. The amount of liquidated damages shall be withheld and/or recovered from the payment to be made to the Consultant.

13 **Force
Majure**

The Parties shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the contract by an event of Force Majure. A party claiming relief on this account shall immediately on becoming aware of Force Majure event give notice to the other party disclosing the manner in and the period during which performance of its obligation is likely to be affected.

For the purpose of the Agreement Force Majure means Acts of God, wars or similar action affecting India Civil Commotions or general strike (excluding by its own employees) lying beyond the reasonable control of the affected Pary.

14 **Notice**

The address of the Parties for all communication is :

Government :

Consultant :

All notices with the aforesaid address sent by pre-paid registered-post or speed post or sent by fax with confirmation of its delivery or e-mail shall be deemed to have been served and received by the addressee within the time they should have been delivered/received at the addressee's end.

Any change of address will not be valid unless acknowledged by the other party.

IN WITNESS WHEREOF, the representatives of the Parties to this Agreement being duly authorized have hereunto set their hands and have executed those present this __ day of ____

For and on behalf of the President
of India (THE GOVERNMENT)

FOR THE CONSULTANT

Signed by _____

Signed by _____

Designation: _____

Designation: _____

In presence of _____

In presence of _____

Scheme of Surveys, Studies and Policy Research

Objectives

The objectives of the "Scheme of Surveys, Studies and Policy Research" are:

- (i) To regularly/periodically collect, from primary, secondary and other sources, relevant and reliable data on various aspects and features of micro, small and medium enterprises (MSME) engaged in manufacturing and services (whether in the category of tiny/small scale industries, khadi, village industries or coir) as a composite group or specific segments thereof.
- (ii) To study and analyse, on the basis of empirical data or otherwise, the constraints and challenges faced by the MSME as well as the opportunities available to them, in the context of liberalisation and globalisation of the economy.
- (iii) To use the results of these surveys and analytical studies for policy research and designing appropriate strategies and measures of intervention by the Government, by itself or in public private partnership mode, to assist and enable these enterprises in facing the challenges and availing of the opportunities with a view to enhancing their efficiency and competitiveness and also expanding generation of sustainable employment by them.

2. Scope

The scope of the Scheme includes (but is not limited to) the following areas of interest:

- (i) Sector-wide issues like criteria for classification of enterprises, international standards and norms for such classification, reservation/dereservation of products for exclusive manufacture by any segment of MSME and statutory and other forms of regulation of enterprises consistent with the objectives of (a) quick entry and smooth exit, (b) operational ease and reduction of transaction costs of compliance, (c) simplification and harmonisation of regulatory processes and procedures, etc.
- (ii) Concurrent/periodical evaluation/assessment of impact of the existing policies, programmes and schemes of assistance on the target segments of MSME with reference to the objectives of such policies, etc., and designing remedial measures for improvement of impact.
- (iii) Issues like credit flow, sickness, technological upgradation, infrastructure support, marketing (including exports), enterprise management practices, intellectual property rights, etc., in the context of specific segments or whole of MSME and with a view to enhancing competitiveness in the global context.
- (iv) Measures for capacity building of enterprises/associations of enterprises and their empowerment, with particular emphasis on micro enterprises and enterprises owned/operated by women and/or the scheduled castes/tribes and promotion and development of enterprises in less developed regions/States of the country.

- (v) Entrepreneurship development and problems of first-generation entrepreneurs.
- (vi) Role and efficacy of the existing institutions of the Government in delivering the services that they are mandated to and measures for improvement of their human resources and operative practices.
- (vii) Any other matter within the purview of the Ministry of Small Scale Industries and Ministry of Agro and Rural Industries

3. Operational Arrangements

(i) The operation of the Scheme will be overseen by a Steering Committee headed by the Secretary, Ministry of Small Scale Industries (SSI) and Ministry of Agro and Rural Industries (ARI). The Steering Committee will consist of following members :-

1.	AS & DC, SSI	-	Member
2.	JS (ARI)	-	Member
3.	JS(SSSI)	-	Member Secretary
4.	CEO, KVIC	-	Member
5.	CMD, NSIC	-	Member
6.	Secretary, Coir Board	-	Member
7.	Two Outside Experts (to be nominated by M/o SSI)	-	Members

(ii) Before the beginning of each financial year (preferably before the end of January of the preceding financial year), the Steering Committee will decide the subjects of surveys, studies, etc., to be undertaken/assigned during the following year, consistent with the thrust areas of and important issues before the Ministries and its Organisations. The Committee will also, as far as practicable, identify panels of expert/academic/research/professional organisations/institutions (hereafter referred to as "institution(s)") of repute and associations/federations of MSME, which may be invited to undertake the proposed surveys, studies, etc. For this purpose, a suitable database of such institutions will be built up, based on information available with the two Ministries and its Organisations and other Ministries of the Central Government.

(iii) The Head of the Organisation or the Joint Secretary concerned will suggest the draft Terms of Reference (TOR) for the survey/study proposed by him/her and, on approval thereof by Secretary, send a formal proposal to the Joint Secretary, Ministry of SSI who will be the Coordinating Joint Secretary for this Scheme.

(iv) Joint Secretary, Ministry of SSI will then invite, through a "Letter of Invitation" (LOI) accompanied by a "Request for Proposal" (RFP), the selected institutions (say, about two or three such institutions) in the panel to furnish their detailed proposals for the assignment, in standard prescribed forms to be sent along with the RFP, within the stipulated time limit.

(v) A Scrutiny Committee, headed by the Coordinating Joint Secretary and consisting of Director/Deputy Secretary level officers concerned of the two Ministries and similar representatives of the Integrated Finance Wing and the Organisation concerned with the proposal will scrutinise each proposal with reference to the TOR and financial parameters/norms and make recommendations on acceptance to the Steering Committee. If necessary, suitable clarifications for this purpose will be sought by the Scrutiny Committee from the invited institution.

(vi) The Steering Committee, shall keep in mind the capability, technical expertise available with the Institutes and the financial bid offered by the Institutions while taking a decision in the matter. There shall be no restrictions on award of more than one study to a particular Institution. The decision of the Steering Committee shall be final.

4. Terms of Payment

The terms of payment for each assignment under this Scheme will be as under:

- (i) First installment: 40 per cent of the fees on signing of the agreement.
- (ii) Second installment: 35 per cent, subject to (a) submission of the draft report (5 copies of the draft report including executive summary) within the time frame stipulated in the agreement and (b) a presentation on the draft report being made before the Steering Committee at New Delhi and the draft report being found to be generally acceptable.
- (iii) Third and final installment: balance 25 per cent on submission of the final report and its acceptance by the Government. Any delay in submission of report without due approval by the Ministry will attract a penalty of 5% per week and the balance 25% will be forfeited on delay in submission of the report beyond 5 weeks from the stipulated date. The final payment will be made within 6 weeks on acceptance of the report and submission of bills etc. by the agency.

5. Other General Terms and Conditions

The other general terms and conditions applicable to each assignment under this Scheme will be:

- (i) The assignment should be completed within the time stipulated in the agreement. Delay in submission of the report beyond the stipulated time will attract penalty as provided for in the agreement. For factors beyond the control of the institution given the assignment, suitable extension in time may, however, be granted at the request of the institution.
- (ii) The Government shall not pay any extra amount for any escalation in the cost of the assignment beyond the time period stipulated in the agreement.
- (iii) The total fee for the study as agreed with the organisation will include service tax and other tax, if any, and the liability of payment of the tax will be of the Institution conducting the study.

- (iv) 10 hard copies of the final report, 15 hard copies of the executive summary and 50 CDs containing the final report shall be submitted before releasing the final installment of payment.
- (v) During the currency of the assignment, Government may modify the TOR and other terms and conditions of the assignment, if necessary, in order to strengthen/deepen its scope/coverage. As far as possible, such modifications will not be made more than once during currency of study and with the due concurrence of the institution concerned. In case, there is cost escalation due to substantial and major changes in the Terms of Reference, such cost escalation shall be restricted to a maximum of 25% over and above the original cost subject to the approval of Integrated Finance Wing.
- (vi) The draft/final reports and the contents thereof would be the intellectual property of the Government and would not be published by the institution concerned without prior approval of the Government.
- (vii) In case of change of consultant/team leader during the currency of study, the new consultant/team leader may be appointed by the Institution with the prior approval of the Ministry.
- (viii) The Consultant will notify the Government of any material change in their status, shareholding or that of any Guarantor of the Consultant, where such change would impact on performance of obligations of the Consultant under the Agreement.
- (ix) If the performance of the Institution during the currency of the study is not found to be satisfactory, the agreement can be terminated and the amount already paid to the Institution will be recovered.
- (x) The raw data/processed data/findings should not be disclosed by the Institution to any third party without prior approval of the Government.