

**F.No. S-13/1/2021-EDI/DBT/DATC**  
**Government of India**  
**Ministry of Micro, Small and Medium Enterprises**  
**(DATC/DBT Division)**

Nirman Bhawan, New Delhi

Date: 17.11.2021

**Office Memorandum**

**Sub: - Operational Guidelines for continuation of Survey, Studies and Policy Research (SS&PR) scheme during 15<sup>th</sup> Finance cycle from 2021-22 to 2025-26-reg.**

Please find enclosed herewith the revised operational guidelines for continuation of SS&PR scheme (by merging erstwhile MSME Data Survey Scheme of the Office of DC, MSME and SS&PR scheme of the Ministry) duly approved by the competent authority for continuation and implementation during the 15<sup>th</sup> Finance cycle 2025-26.

Encl: as above



*P. Palanivel*

**(P.Palanivel)**

**Deputy Director General**

**To:**

1. JS(ARI), JS(SME), JS(AFI) | EA (FFW)
2. DDG (D.P.S), ADC(IGT), ADC (Sonia Pant) of DCMSME
3. CEO(KVIC), Secretary (Cair Board), Dir.(MGIRI), CMD (NSIC), DG (Ni-msme)
4. Sh. Shubhendu Kumar, Sr. Technical Director, NIC Unit, Ministry of MSME, Nirman Bhawan, New Delhi with the request to upload the above operational guidelines on the web site of the ministry.

**Copy to: -**

1. PPS to Secretary MSME
2. PPS to DC MSME

**OPERATIONAL GUIDELINES FOR  
CENTRAL SECTOR SCHEMES**

**(2021-22 to 2025-26)**

ON

**Survey, Studies and Policy Research Scheme  
(SS&PR Scheme)**

(By merging erstwhile MSME Data Survey Scheme of the Office of DC MSME and SS&PR scheme of the Ministry)

B. B. Patil



# Operational Guidelines for Survey, Studies and Policy Research (SS&PR) Scheme

(By merging erstwhile MSME Data Survey Scheme of the Office of DC MSME and SS&PR scheme of the Ministry)

## **1. Background:**

The Survey, Studies and Policy Research (SS&PR) Scheme is a continuing Scheme since IXth Five Year Plan with the objective to study and analyze, on the basis of empirical data and use the results of surveys, evaluation studies and analytical studies for policy research and designing appropriate strategies measures of intervention by the Government. For continuation during the 14th Financial cycle (2017-2021), the SS&PR scheme appraised / approved along with the six schemes (i) SS & PR of Ministry and (ii) SENET, (iii) MSME Database, (IIP – MSME & Survey), (iv) DC (MSME) Library and (v) DC(MSME) Officers Training and (vi) Advertisement & Publicity Scheme of the O/o DC MSME under one umbrella scheme “Data, Survey, Studies, Policy Research and Capacity Building”. Accordingly, the operational guideline of the Scheme was issued on 15.10.2018.

At the time of continuation of the SS &PR scheme during the next 15<sup>th</sup> Finance Cycle (2021-22 to 2025-26) it was observed by the SFC that two schemes makes similar sense as the objective of SS&PR Scheme are comparable with the objective of MSME Data Base Scheme viz. (i) upgradation and strengthen of MSME Data Base through Surveys, Studies and Research (ii) Collection of data and data analysis, development of software and web portal for data collection, processing and dissemination (iii) Annual/Quick Survey/Evaluation Studies/ Policy Research on MSME Sector. After thorough discussion and examination both the schemes (SS&PR Scheme and MSME Data Survey Scheme) were merged to avoid duplication and to achieve optimal result for the next 15<sup>th</sup> Finance cycle as the Survey, Studies and Policy Research (SS&PR) Scheme (by merging erstwhile MSME Data Survey Scheme of the Office of DC MSME and SS&PR scheme of the Ministry).

## **2. Objectives:**

The Micro, Small and Medium Enterprises (MSME) sector has emerged as a highly vibrant and dynamic sector of the Indian economy over the last five decades with over 6 crores units, providing employment to more than 11 crores+ people. Accordingly, the efficiency and productivity of MSME is critical to achieve the national objective of US\$ 5 trillion economy. In



order to tap the potential of this sector, suitable policies and measures are to be framed for which availability of a reliable Data Base is the key requirement. This scheme will help in: -

- (i) Regular/periodical collection of relevant and reliable data, from primary, secondary and other sources, on various aspects and features of Micro, Small and Medium Enterprises (MSME) engaged in manufacturing and services/ trading.
- (ii) Study and analyze the constraints and challenges faced by the MSME as well as the opportunities available to them, in the context of liberalization and globalization of the economy.
- (iii) Use the results of these surveys, evaluation studies of scheme for this Ministry and analytical studies for policy research, 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 and also expanding generation of sustainable employment by them.
- (iv) Obtain data on enterprises owned and/or managed by women, SC/ST and OBC, data for sick, closed and new MSMEs, estimate the size of the unregistered MSME sector, including Khadi & Village Industries and Coir Industries.
- (v) Compilation of Share of MSMEs in Gross Value Added (GVA) and Share of MSMEs in Exports.

### 3. Major Activities:

The following activities are planned under the scheme-

- (i) Annual/Quick Survey/Evaluation Studies/Policy Research on MSME sector.
- (ii) Survey/Studies to compile the contribution of MSME sector in Country's GVA, GDP, Manufacturing Output, Industrial Output, Exports.
- (iii) Creating robust Data Base for MSMEs which includes the information of various statistical / economical parameters like number of registered MSMEs, New Set up MSMEs, employment in MSME sector, Sick, Closed etc. This will also help to assess the Post Covid impact on sector.



- (iv) Bring out publications on the basis of information available on the Udyam Portal and other secondary sources.

4. **Scheme components:**

The Survey, Studies and Policy Research (SS&PR) Scheme after merging the MSME Data Survey Scheme of O/o DC (MSME), the Scheme has two components which are given in the table below-

| Scheme Name: Survey, Studies and Policy Research (SS&PR) Scheme |                                     |  |
|---|-------------------------------------|--|
| S. No.  | Scheme Components                   | Description  |
| 1   | Survey, Studies and Policy Research | The objective to study and analyze, on the basis of empirical data and use the results of surveys, evaluation studies and analytical studies for policy research and designing appropriate strategies measures of intervention by the Government.  |
| 2   | Data Collection & Survey/ Studies   | The aim is to collect, compile and disseminate statistical information on various economic parameters of the MSME sector, like number of MSME, both registered and unregistered, employment, production, sick & closed units, the share in production and National Gross Domestic Product (GDP) etc. |

5. **Outlay (Component Wise and Year Wise):**

The total outlay of the SS & PR scheme is Rs. 60.00 crores for a period of 5 years (Financial Year 2021-22 to 2025-26) during the Fifteenth Finance Commission cycle. The year wise breakup is given below:

| Scheme Name: Survey, Studies and Policy Research (SS&PR) Scheme |                        |                                  |           |           |           |           |           |
|---|------------------------|----------------------------------|-----------|-----------|-----------|-----------|-----------|
| S. No.  | Cost Components        | Financial Year (Amount – INR Cr) |           |           |           |           |           |
|   |                        | 2021-22                          | 2022-23   | 2023-24   | 2024-25   | 2025-26   | Total     |
| (i)   | Professional services* | 2                                | 2.2       | 2.4       | 2.6       | 2.8       | 12        |
| (ii)  | Operational Expenses** | 6                                | 6.6       | 7.2       | 7.8       | 8.4       | 36        |
| (iii)   | Miscellaneous          | 2                                | 2.2       | 2.4       | 2.6       | 2.8       | 12        |
| <b>Total (INR – Crore)</b>                                      |                        | <b>10</b>                        | <b>11</b> | <b>12</b> | <b>13</b> | <b>14</b> | <b>60</b> |



\* **Professional services:** Funds will be provided under this component for payment for hiring of Senior Consultants, Young Professionals and Other Contractual Staff and hiring of agencies.

\*\* **Operational Services:** Funds will be provided under this component for payment of conducting surveys, studies, research, data collection, data analytics tools and software, office requirements, travelling expenses, office equipment etc.

**Note:** Above figures are indicative. The year wise budget allocation will be based on number of surveys, studies and researches. In a specific year, budget indicated under components no. (i), (ii) and (iii) may be utilized as per requirements.

6. **Scheme Output and Outcome year wise:**

The proposed output and outcome for a period of 5 years during Fifteenth Finance Commission (Financial Year 2021-22 to 2025-26) is given below-

| S. No | Scheme Component                    | Description   | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 | Total |
|-------|-------------------------------------|---|---------|---------|---------|---------|---------|-------|
| 1     | Survey, Studies and Policy Research | To study and analyze, on the basis of empirical data and use the results of these surveys, studies and analytical studies for policy research and designing appropriate strategies measures of intervention by the Government.<br>(Number of Studies/Evaluation studies and Research) | 5       | 4       | 4       | 4       | 8       | 25    |
| 2     | Data Collection & Survey/ Studies   | *Expected No. of surveys/data collection/ studies   | 2       | 3       | 3       | 2       | 2       | 12    |

\*Expected targets are indicative and may vary.

## **7. Operational Procedures:**

The scheme will be implemented by Deputy Director General (Statistics) with the approval of the competent authority. The survey, study and data collection would be carried out through MSME-DIs or hiring professional agencies. The following operational procedure will be adopted for the surveys, studies and research under the scheme. The component wise operational procedure is as under:-

### **7.1. Survey, Studies and Policy Research component:**

**7.1.1 Selection of Criteria for survey and studies:** The M/o MSME will provides grants under the scheme only for those surveys, studies and policy research relevant to official statistics on MSME sector which includes-

- (i) Surveys/ studies contributing to bridge the data gap in official statistics on MSME sector.
- (ii) Surveys/ studies to assess/ evaluate the existing schemes of the Ministry.
- (iii) In-depth statistical analysis and studies based on reports and data sets released by official agencies with a view to facilitate policy formulation and development planning
- (iv) Any other study/ survey which contributes to or enhance the statistical data on MSME sector
- (v) Any other studies as proposed by Parliament Standing Committee/ Parliament Steering Committee and/ or Competent Authority

### **7.1.2. Selection of Professional Agencies/ Institutions for grants:**

The professional agencies/ research institutions engaged in the field of studies/ surveys on various sectors with qualified statisticians, economists etc and belonging to one of the following categories are eligible for grants/ assistance under the scheme:

- (a) MSME-DIs
- (b) Organizations under M/o MSME viz NSIC, MGIRI, Ni-MSME etc
- (c) Institutions/Agencies which are empanelled under the M/o MSME
- (d) Institutions receiving annual recurring grants from the Central or State Government Agencies
- (e) Institutions registered as professional society under the Societies Registration Act
- (f) Institutions registered as 'Trusts' under Trusteeship Act

*P. B. Acharya*



- (g) Institutions incorporated under the Companies Act
- (h) Proprietary and Partnership concerns of repute

#### **7.1.3. The procedure for submission of proposal and approval of the proposals:**

Proposals received only through the concerned Divisions and the organisations under the Ministry of MSME will be entertained under this scheme. The divisions/organisations under the Ministry of MSME may propose to undertake or carry out studies, surveys or policy research under the scheme and send the proposals along with TOR to Deputy Secretary/Director (SS&PR/DBT) under DDG (Stat/DBT) in Ministry of MSME. The proposal will be examined by a Steering Committee headed by DDG (Stat/DBT), Economic Advisor (IFW) and Deputy Secretary/Director (SS&PR/DBT) as its members. The Committee may co-opt representative(s) of the concerned division(s) as member(s) and engage outside expert as special invitee, wherever required. After examine the proposal the Committee would recommend the proposal for approval.

After approval as stated above, the office of DDG (Stat/DBT) should carry out the selection of consultant/agency/institution to undertake the proposed study in accordance with GFR 2017 (Rule: 177-196) by a Committee comprising members from office of DDG (Stat/DBT), IFW and HR Division. The selection of consultants/agencies/institutions could be carried through competitive bidding process. The study could also be awarded to an identified consultant/agencies/institutions if the concerned Division or organization for reasons to be recorded in writing and following the extant rules in this regard. The Study could also be awarded through expression of interest (EoI) as provided in GFR 2017; Rule: 183. After finalizing the consultant/agency/institution and the cost involved, the proposal should be put up to the Steering Committee for recommendation.

The recommendations of the Steering Committee along with the cost will be put up for approval of Secretary (MSME) after taking concurrence of IFW. After approval of the proposal, the proposed study will be formally awarded by the office of DDG (Stat/DBT). The concerned Division / organisation will enter into an agreement with the Consultants as per the draft agreement enclosed as Annexure -I to these guidelines.

#### **7.1.4 Terms of Payment:**

Payments to the agencies will be made from the scheme head by the concerned Section as per the payment terms given below on the recommendations of the concerned Division / organisation and in consultation with the Integrated Finance Wing. After the study is carried out, a



copy of the report should be sent to DDG (Stat/DBT) Division along with the request for release of the last instalment of the payment to the organisation/consultant.

**The phasing of payments will be as follows:**

- (i) First instalment: Maximum 20 per cent of the fees on signing of the agreement.
- (ii) Second instalment: 50 per cent, subject to (a) submission of the draft report (five 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 concerned Division / Organisation and the draft report being found to be generally acceptable.
- (iii) Third and final instalment: The balance 30 per cent on submission of the final report and its acceptance by the head of the concerned Division / organisation. Any delay in submission of report without due approval by the head of the concerned Division / Organisation will attract liquidated damages payable at 5% per week of delay and the balance 30% will be forfeited in case the delay in submission of the report is beyond 5 weeks from the stipulated date.
- (iv) The final payment will be made within six weeks of acceptance of the report and submission of bills etc. by the organisation / consultants.
- (v) In case any changes to the pattern of payment is required to be made for reasons recorded in writing it should be done in consultation with the IF Wing and approval of Secretary.

**7.1.5 Empanelment of consultancy organisation/institutions:**

With a view to facilitate identification of suitable consultancy organisations/institutions in terms of GFR 177 to 184, the Ministry of MSME will empanel suitable agencies, from time to time, based on applications received from them. The applications for empanelment will be submitted in the prescribed format (Annexure II) to Ministry of MSME. These will be considered by the Steering Committee referred to in Para 7.1.3 above which would recommend such cases for approval of Secretary (MSME) for 3 years.

The data base of the empanelled agencies will be maintained on the website of the Ministry and shall be updated once every year.



**7.1.6. 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 consultants 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 GST and other taxes/levies/cess, if any, and the liability of payment of the tax will be of the organisation / consultants conducting the study.
- (iv) 10 hard copies of the final report, 15 hard copies of the executive summary and ten CDs containing the final report shall be submitted before releasing the final installment of payment.
- (v) During the currency of the assignment, the TOR and other terms and conditions of the assignment, if necessary, may be modified in order to strengthen/deepen its scope/coverage with the concurrence of the institution concerned. As far as possible, such modifications will not be made more than once during currency of study. 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 the Committee and the concurrence of the Integrated Finance Wing and approval of Secretary.
- (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 concerned Division / Organisation.
- (viii) The Consultant will notify the concerned Division / organisation 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 Consultant during the currency of the study is not found to be satisfactory, the agreement can be terminated and action will be taken by the concerned Division / organisation to recover the amount already paid to the Consultant.
- (x) The raw data/processed data/ findings should not be disclosed by the Institution to any third party without prior approval of the concerned Division / organisation.

## 7.2 Data Collection and Survey/ Studies component:

- (a) **Finalization of Methodology:** The methodology will be finalized on the appropriate level of committees for ensuring the statistical standards.
- (b) **Data collection:** Data collection and scrutiny would be the primary responsibility of the offices of Deputy Director General (Statistics) by leveraging network of MSME-DIs and other attached organizations of Ministry. Hiring of manpower, wherever necessary, would be resorted to collect this information by Deputy Director General (Statistics). The inspections for field verification would be undertaken. Expenses towards the same would be met under the Scheme.
- (c) **Formats for Data Collection:** The format for data collection would be finalized by the appropriate level of committees with the consultation of other Divisions. Collection of data through these formats would be dispersed with an integration of on-line filing system.
- (d) **Data Analysis & Dissemination:** Data collected would be submitted to S&D Division. S&D division would scrutinize, consolidate and finalize reports on regular basis.
- (e) **Policy Research:** Government departments to use the results of surveys, studies and analytical studies for policy research to formulate strategies and action plan for Government interventions.
- (f) **Outcome:** The activities planned would yield in reports on trends in commissioning of MSMEs.



### 7.2.1. General guidelines for data collection, scrutiny and Transmission

For data collection purpose, a web portal will be created consisting of all the documents, instructions, manuals, report of the Working Group and data collection proforma. The data collected by MSME-DIs/ agencies would be feed by them over the online web page. Data collection and processing undertaken through agencies with the help of staff hired for the purposes would confirm to the standards outlined. DDG, S&D and Directors, MSME-DIs/ agencies need to ensure the quality of data collected with the help of available officers or hired manpower as per procedures outlined below:

- (a) Collection of data as per prescribed instructions and procedures in the prescribed schedules / data entry formats, developed by O/o DC (MSME).
- (b) Complete verification each and every entry in the data format (data entry may have to be carried out in cases where data are collected in paper schedule) and updation of data.
- (c) Validation of data as per the prescribed procedure and finalization of data as per data format prescribed by O/o DC (MSME).
- (d) Providing clarifications on technical and administrative issues on data collection, spot-checking, inspection, verification and validation sought by hired staff of agencies placed in field work on priority basis.
- (e) Preparation of quick compilation/scrutiny, generation of summary results for ensuring data consistency.
- (f) Development of software and web portal for data collection, processing and dissemination.
- (g) They would be required to organize state level training conferences to train the Field Enumerators and Supervisors engaged in the data collection and processing. Officers of O/o DC (MSME) would be deputed to oversee the arrangements efficient conduct of such conferences to ensure that the concept and methodology are appropriately understood by the field staff. For the training programmes to be organized by agency(s) selected would be required to make adequate copies of the training material as finalized by O/o DC (MSME), which should be in proper quality and adequate quantity. The costs of all activity related to training need to be meet by the M/o MSME. Proper documentation of training proceedings is the responsibility of them, copies of which need to be submitted to O/o DC (MSME).

*POB*



- (h) All data formats would need to be serially numbered and accounted for. The filled in data format would be formally handed over to the MSME-DI concerned.
- (i) Field Supervisor would also keep systematic record of guidance provided to Enumerators, scrutiny feedbacks handed over to Enumerators, details of contacts / visits to MSME for spot checking, summary of discussions held with Nodal Supervisor/Officers of MSME-DI and agencies.
- (j) All documents maintained by Field Enumerators and Supervisors would be made available to officers of MSME-DI for examination on demand.

**7.2.2. System of monitoring of the scheme:** The procedure for system of monitoring the scheme is given below:

- (i) Through monthly, quarterly and annual reports on physical and financial progress.
- (ii) Through field visits and interaction with the Officers of MSME-DIs.
- (iii) Through meetings.
- (iv) The technical and operational manuals on compilation of data for MSME Sector and conduct of Surveys of MSME Sector would be notified by S & D Division, DC, MSME after obtaining approval from the competent authority.

**8. Evaluation of Scheme:** The Scheme has been exempted for third party evaluation since, by its very nature, is meant for evaluation of other schemes and to carry out studies for studies, data collection & policy research etc

**9. Approved Outlay**

The total approved outlay under the SS & PR scheme for 5 years, till the end of Fifteenth Finance Commission (Financial Year 2021-22 to 2025-26) is Rs. 60.00 crore (Rs. Sixty Crore Only).

**10. Implementing authority:**

The Director/ Dy. Secretary, (SS&PR/DBT) in the Ministry for Survey, Study & Policy Research and Director, S & D Division for MSME Data collection & Survey will be the implementing authorities under the scheme. DDG (Stat/DBT) will be the controlling officer of the SS&PR Scheme

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**AGREEMENT FOR CONSULTING SERVICES  
FOR SURVEYS, STUDIES AND RESEARCH PROJECTS**

**ANNEXURE-I**

**AGREEMENT**

THIS AGREEMENT is entered into this [insert starting date of assignment] between the President of India acting through DDG (DBT/DATC), Ministry of MSME [Client] having its principal place of business at Udyog Bhawan, New Delhi, and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address] acting through \_\_\_\_\_.

WHEREAS, the Client 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 as per the "Terms of Reference and Scope of Assignment," as specified in Annexure A (to be attached) forming an integral part of this Agreement (the "Assignment").
  - (ii) The Consultant shall provide the personnel listed as Annex B (to be attached) to "Consultant's Personnel," to perform the Assignment.
  - (iii) The Consultant shall submit to the Client / Government, the reports in the form and numbers and within the time periods as mutually agreed in accordance with para 7.1.4 of the guidelines and specified as Annex C, "Consultant's Reporting Obligations" (to be attached), to this Agreement.
2. Term

The Consultant shall perform the Assignment within 120 days 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 receipt of a copy of this Agreement signed by the Consultant;  
[insert currency and amount] upon the receipt of the draft report from Consultant, acceptable to the Government;  
and  
[insert currency and amount] upon the receipt of the final report from - Consultant and acceptable to the Government.  
[insert currency and amount] Total
  - C. Payment Conditions
    - (i) Payment admissible on signature of this Agreement shall be made against a bank guarantee of equivalent amount in favour of the Government from a Scheduled Bank with its validity till receipt of the draft report from Consultant and found 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 Name of Division / Organization designates Shri/ Smt. [insert name and designation] as the Client'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 7.1.4 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 Clause 3 above.
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 7 days replace any employees assigned under this Contract that the Client 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 Arbitration and Conciliation Act, 1996 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 beyond the period mentioned in  
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 30% of the amount of contract and the balance 30% will be forfeited in case the delay in submission of the report is beyond 5 weeks from the stipulated date. The amount of liquidated damages shall be withheld and/or recovered from the payment to be made to the Consultant.

13. Force Majeure

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 Majeure. A party claiming relief on this account shall immediately on becoming aware of Force Majeure 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 Majeure 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 Party.

14. Notice

The address of the Parties for all communication is :

Government :

Ministry of MSME, DDG (DBT/DATC), Room No. 723, Nirman Bhawan, New Delhi - 110011.

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 email 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 / DDG (DBT/DATC)

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

In presence of \_\_\_\_\_

In presence of \_\_\_\_\_



**Application Form for Empanelment under scheme  
'Surveys, Studies and Policy Research'  
of Ministry of Micro, Small and Medium Enterprises.**

| S.No. | Particular  |  |
|-------|---|--|
| 1     | Name of the Applicant Organisation  |  |
| 2.    | Complete Address with Contact Numbers.  |  |
| 3.    | Detail of status (NGO, Reg. Society, Company etc.) with date of Registration. |  |
| 4.    | Area(s) of Expertise along with details of Panel of Experts available.        |  |
| 5     | Past Experience in conducting studies, if any (last 5 years).                 |  |
| 6.    | Past Experience related to MSME sector, if any.                               |  |
| 7.    | Details of the members of the Governing/Management Body/Board of Directors.   |  |
| 8.    | Annual Report of last 3 years.  |  |

Date :

Signature  
(Authorized Signatory of the organization)