

No.12(6)/2014-EDI  
Government of India  
Ministry of Micro, Small and Medium Enterprises

Udyog Bhawan,  
New Delhi- 110011.  
Dated the 21<sup>st</sup> January, 2015

To  
[As per list enclosed]

**Subject: Letter of Invitation for Assignment under the Scheme of Surveys, Studies and Policy Research.**

Sir/ Madam,

We invite proposal for the Assignment titled “**Promotional Schemes of Government of India and State Governments for MSME’s Development**”. More details of the Assignment are provided in the enclosed Terms of Reference (**TOR**).

2. This letter of Invitation has been addressed to the following short listed institutions/ Consultants:

- i. Entrepreneurship Development Institute of India (EDII), Ahmedabad
- ii. NIESBUD, Noida, UP
- iii. National Institute of MSME (Ni-MSME), Hyderabad
- iv. Indian Institute of Entrepreneurship, Guwahati
- v. National Productivity Council, New Delhi
- vi. JPS Associates (P) Ltd., New Delhi
- vii. India Business Strategy Group, Delhi

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.

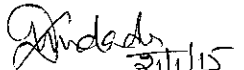
Contd/-..

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.**
7. The proposal may be delivered through 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 4.00PM on 12.02.2015.** The **bids shall be opened on the same date i.e. 12.02.2015 at 4.30PM** 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. Hindi version will follow.

Thanking you and looking forward to hearing from you.

Yours faithfully,

Encl: a/a

  
(Dusru Kudada)

Under Secretary to the Govt. of India.  
Tel.No.23063289

Copy to:

Shri Shubhendu Kumar, Technical Director, NIC for uploading on the official website of M/o MSME under the tender notice icon.

## LIST

- I. **Director**, Entrepreneurship Development Institute of India, (Via Ahmedabad Airport & Indira Bridge), P.O. Bhat 382 428, Dist. Gandhinagar, Gujarat, India.
- II. **Director General**, National Institute for Micro, Small and Medium Enterprises (ni-msme), Hyderabad.
- III. **Director General**, National Institute for Entrepreneurship and Small Business Development (NIESBUD), Noida.
- IV. **Director**, Indian Institute of Entrepreneurship (IIE), Guwahati.
- V. **Director General**, National Productivity Council, Utpadakta Bhavan, 5-6 Institutional Area, Lodhi Road, New Delhi – 110003.
- VI. **Chairman**, M/s. JPS Associates (P) LTD. R-16, Hauz Khas Enclave, New Delhi-110016.
- VII. **Chairman**, M/s India Business Strategy Group, 514, Ansal Chamber-2, Bhikaji Cama Place, New Delhi-110066.

\*\*\*\*\*

## **Terms of Reference**

### **Study on “Promotional Schemes of Government of India and State Governments for MSMEs Development”**

#### **1. Background**

To promote entrepreneurship, the Govt. of India and various State Governments have launched a number of promotional schemes. The schemes relate to financial and non financial concessions particularly in backward, remote and hilly areas of the country. The schemes also relate to promoting particular sector of industry having potential on all India basis or area specific.

However, the entrepreneurs particularly the new entrepreneurs have pointed out difficulties in understanding the schemes and getting information on one platform. Most of the schemes are beneficial to prospective and existing entrepreneurs, however due to lack of knowledge and awareness about these schemes the benefits of it cannot be availed thereof.

#### **2. Objectives of the Assignment**

- The basic objective of the study is to compile the various schemes provided by Central as well as State Government for promotion of Entrepreneurship in India.
- The study encompasses to study the objective and components of various schemes of Central and State Governments and their implementation in order to understand the various schemes for MSME sector. The idea is to spread through information through a handbook having complete information which can be updated periodically.

#### **3. Scope of the Assignment**

- To create a compendium and e-book of all schemes in the Central as well as State Governments with following information:
  - a. The modus operandi for availing benefits under such schemes
  - b. Listing processes and procedures for getting eligibilities for availing assistance under such schemes
  - c. Bifurcation of Credit/ Non Credit/ Marketing/ Technology
  - d. Nodal agency (if applicable) for all schemes and their role
  - e. Amount of grant/benefits available in the scheme

- To review the role of DIs and DICs in implementation/ facilitation of such schemes.
- Recommendations if any to improve the scope of schemes

#### **4. Methodology**

The study will be based on both and primary and secondary data. The secondary data will be collected from M/o MSME GoI and State Governments website. Direct Meetings with Central and State Government officials' incharge of schemes in the Ministries focusing on Entrepreneurship Development.

Questionnaire and interview schedules will be finalized in consultation with officials of M/o MSME. Based on the findings the draft report will be submitted to the ministry. A presentation will be made on major findings and recommendations. Based on the comments received the compendium will be finalized and final report presented.

#### **5. Delivery Schedule/Time Frame**

- Period of study will be maximum 3 months-(three months) from the date of commencement of the assignment
- Draft compendium must be submitted to this office by the end of 10 weeks.
- Final compendium must be submitted within 12 weeks from date of receipt of comments/ suggestions on the draft report from this office.
- Compendium (10 hard copies) with soft copy CDs covering all aspects.

#### **6. Payment Schedule**

- First installment: 40 % of the fees on award of contract
- Second installment: 35 % subject to (a) submission of the draft report including executive summary within time stipulated in the agreement
- Third and Final installment: 25% balance on submission of final handbook and its acceptance by the Government.

#### **7. Eligibility and Selection Criteria**

- Agency should be duly registered and empanelled under MSME Ministry. A copy of registration certificate may be enclosed.

- The agency should have professionals with experience in MSME sector, Research and Evaluation studies etc. and capable to depute a team professional specifically for this task.
- The Agency should have conducted prior experience of conducting similar studies during last 3 years.
- The agency should have experience in completion of cost of evaluation study work of Rs. 5 lakh or more. A copy of work order & completion report must be enclosed.
- The agency must have a minimum annual turnover of Rs. 10 lakh in last three years. A copy of the balance sheet of last 3 years may be enclosed for reference.
- Amount quoted to conduct study should be inclusive of all applicable taxes.
- The agency quoting lowest amount would be selected.

#### **8. Other General Terms and Conditions**

- 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.
- The total fee for the study as agreed with the organization will include Service Tax and other taxes, if any and the liability of payment of tax will be of the Institution conducting the study.
- The draft/final report 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.
- The raw data/ processed data/ findings should not be disclosed by the Institution to any third party without prior approval of the Government.

-----

**Annexure A**

**CONSULTANT'S ORGANISATION AND EXPERIENCE**

**A – 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: \_\_\_\_\_

**Annexure B**

**I General Description of Team**

<b>Sr. No.</b>	<b>Name of Team Leader &amp; Staff</b>	<b>Position</b>	<b>Input (Staff-months)</b>
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.

\_\_\_\_\_  
[Signature of staff member or authorized representative of the staff]  
Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

**CONSULTANTS FINANCIAL PROPOSAL**  
**(In Separate Sealed Cover)**

- |     |  |   |     |
|-----|--|---|-----|
| (a) | Cost of the Study/Survey/Research Paper<br>(based on team and staff inputs and all<br>Necessary activities as per ToR) | : | Rs. |
| (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.

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

**AGREEMENT**

THIS AGREEMENT is entered into this [Date to be inserted] between the President of India acting through Secretary, Ministry of Micro, Small and Medium Enterprises, Government of India, having its principal place of business at Udyog Bhawan, New Delhi – 110011, and [insert Consultant's name] ("the Consultant") having its principal place of business at [insert Client'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 **Annexure 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 **Annexure 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 **Annexure 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)

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

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

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

FOR THE CONSULTANT

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

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

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(SSl)	-	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.

#### **6. Forms of TOR, RFP and Agreement**

Copies of the standard forms of LOI, TOR and Agreement are enclosed at **Annexure-I**, **Annexure-II** and **Annexure-III** respectively.