NOTICE INVITING E-TENDER

F. No. SD-19019/1/2021-SandD-DCMSME Dated:-12/11/2021

Letter of invitation for assigning a study on assessment of Sick/Closed MSMEs under Scheme of Surveys, Studies and Policy Research. The duration of the study would be 2 months.

2. A demand draft /bank guarantee of Rs. 1,00,000/- (Rupee One Lakh only) as earnest money in favour of PAO, Office of Development Commissioner, MSME is required to be deposited (in original) in the office of Tender Issuing Authority at Nirman Bhawan, New Delhi on or before bid submission closing date and time. Scanned copy of the EMD (Earnest Money Deposit) should also be uploaded along with the online bids.

3. The tender document contains the following:-

| ANNEXURE 1 | TENDER DOCUMENT |
| ANNEXURE 2 | TERMS OF REFERENCE & PURPOSE |
| ANNEXURE 3 | FORMAT FOR TECHNICAL & FINANCIAL BIDS |
| ANNEXURE 4 | GUIDELINES FOR TECHNICAL BID |
| ANNEXURE 5 | CHECK LIST FOR TECHNICAL BID |
| ANNEXURE 6 | FORMAT FOR PERFORMANCE SECURITY |
| ANNEXURE 7 | INSTRUCTIONS FOR ONLINE BIDS SUBMISSION |
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| ANNEXURE A | ORGANISATION’S EXPERIENCE |
| ANNEXURE B | GENERAL DESCRIPTION OF TEAM |
| ANNEXURE C | CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF FOR THE ASSIGNMENT |
| ANNEXURE D | SS&PR SCHEME GUIDELINE |
# IMPORTANT DATES

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<thead>
<tr>
<th>Name of Ministry/Department</th>
<th>The Office of Development Commissioner, Ministry of MSME, 7th Floor, A wing, Nirman Bhawan, New Delhi</th>
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<tbody>
<tr>
<td>Date and Time for Issue/Publishing of Tender</td>
<td>12/11/2021</td>
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<tr>
<td>Document Download Start Date and Time</td>
<td>13/11/2021 at 1000 hrs</td>
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<td>Document Download End Date and Time</td>
<td>06/12/2021 at 1500 hrs</td>
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<td>Bid Submission End Date and Time</td>
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<tr>
<td>Date and Time for Opening of Technical Bids</td>
<td>07/12/2021 at 1500 hrs</td>
</tr>
<tr>
<td>Date and Time for Opening the Financial Bids</td>
<td>Will be intimated online after finalization of Technical Bids</td>
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<tr>
<td>Address for Communication</td>
<td>Deputy Director, S&amp;D Division, O/o DCMSME, Nirman Bhawan New Delhi-110011. Website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></td>
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</table>

1. The tender form/bidder documents are available at the Website http://eprocure.gov.in and www.dcmsme.gov.in. Online bids complete in all respects should be submitted through CPP Portal https://eprocure.gov.in/eprocure/app only on or before the last date and time.

2. Manual bids will not be accepted.

3. Tenderers/Bidders are requested to visit the website https://eprocure.gov.in/eprocure/regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through these websites only.

4. In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Department reserves the right to accept or reject any or all the tenders without assigning any reason.
5. The Organisations are required to upload the following documents along with bid:

1. Scanned copy of Earnest Money Deposit (EMD).
2. Scanned copies of Registration Certificate / Memorandum & Articles of Association and any other documents to certify the nature of existence of the organization.
3. Scanned copies of Audited Annual Accounts along with Audit Report of last three financial years.
5. Scanned copy of valid PAN of the Organisation / Tax Account Number (TAN) and Service Tax Number (STN) / GST Number.
6. Executive summary of 5 study reports completed during last 5 years including 2 studies related to MSME sector and documents of acceptance of the Reports by sponsoring authority.
7. Document related to the receipt of a minimum income of Rs. 5 crores per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date.
8. An authorization letter from the firm certifying that the person who signed the bid is an authorized person to sign on behalf of the firm.
9. A declaration that the organization has not been blacklisted from the Authorized Signatory of the Organisation.
10. Copies of certificates and proofs of previous engagements of the Organization, Project Director and other professionals involved in the project.
11. Technical Bid.
13. Check List for Technical Bid.

(Vineetha O K)
Deputy Director
S&D Division, O/o DCMSME
Ministry of Micro, Small & Medium Enterprises
011-23062249
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TENDER DOCUMENT

The O/o DCMSME invites online tender (e-Tender) for conducting a study on assessment of Sick/Closed MSMEs under Scheme of Surveys, Studies and Policy Research. The study should be completed in 2 months.

1. ELIGIBILITY

(i) Organisations under M/o MSME viz NSIC, MGIRI, Ni-MSME etc.
(ii) Institutions/Agencies which are empanelled under the M/o MSME
(iii) Institutions receiving annual recurring grants from the Central or State Government Agencies
(iv) Institutions registered as professional society under the Societies Registration Act
(v) Institutions registered as ‘Trusts’ under Trusteeship Act
(vi) Institutions incorporated under the Companies Act
(vii) Proprietary and Partnership concerns of repute.
(viii) Blacklisted Organisations are not eligible to apply.

2. IMPORTANT DATES

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3. **Purpose of the Study**

Increasingly many MSME units turn sick, leading eventually to their closure. According to MSMED Act 2006, a Micro or Small Enterprise may be said to have become sick, if

- any of the borrower account of the enterprise remains NPA for three months or more
- there is erosion in the net worth due to accumulated losses to the extent of 50% of its net worth during the previous accounting year.

Despite Government undertake many measures to develop and support MSME sector it is a matter of concern that several units in the sector fail to sustain their operations and becoming stressed. In this context, the purpose of the study is to understand the extent of sickness/closure of the units and the factors leading to that.

The Ministry of MSME maintains data of registered MSMEs through Udhyam Portal, Udyog Aadhar Registration and EM-II. In order to cater the needs of sick units/closed units and to find out reasons for sickness/closure, Government faces certain limitations due to lack of accurate data. The current data source does not provide enough information on sick/closed units.

4. **Submission Process**

Willing and interested Organisations desirous of undertaking the study may submit their two part bid as technical and financial bids as per extant procedure elaborated in this document. The procedure for online submission of bids may be seen at Annexure 7.

In order to submit the bid, bidders may first register themselves online at http://eprocure.gov.in as a one-time activity, in the e-Procurement portal with a valid DSC before they can file their e-Tender. The registration should be in the name of the bidder, where as DSC holder may be either the bidder himself or a duly authorised person. The bidders will have to accept, unconditionally, the online user portal agreement which contains all the terms and conditions of Note Inviting Tender (NIT) including commercial and general terms and conditions.
and other conditions, if any, along with an online undertaking in support of the authenticity of
the declarations regarding facts, figures, information and documents furnished by the bidder
online. The bidders need to submit their technical and financial bids online. Online bids complete
in all respects should be submitted through CPP Portal https://eprocure.gov.in/eprocure/app only
on or before the last date and time. No Manual bids will be accepted.

5. Terms of Reference

i. To identify the number Sick MSMEs in last 5 years, year wise and region wise
data to be analyzed.

ii. To identify the number closed MSMEs in last 5 years, year wise and region wise
data to be analyzed.

iii. Number of new Units set up in last 5 years, year wise and region wise data to be
analyzed.

iv. Reasons of sickness and closure of MSMEs sector wise and region wise.

v. To identify the estimated number of Skilled, Semi-skilled and Non-skilled
manpower involved in the sick and closed MSMEs

vi. To study whether the relief/revival measures, including RBI’s restructuring of
assets helped MSME units to overcome their stress situation

vii. To suggest policy measures from Government, remedial actions from the
MSME units to minimize sickness/closure of MSMEs.

viii. To assess the impact of COVID-19 on MSMEs

6. Time Schedule

1. Submission of draft final report before the committee to be set up for accepting
the report within 60 days from the date of commencement of the assignment.

2. Seeking comments/advice of Ministry of MSME on the draft report within 15
days of receipt of draft report by Ministry of MSME.

3. Submission of Final Report of the study before the committee within 15 days of
submission of comments/advice of Ministry of MSME on draft report.

7. Deliverables to the Ministry

1. The questionnaire and final dataset (including unit level data) of the Survey
undertaken to assess different aspects of and causal factors behind sickness in
MSME sector must be handed over to the Ministry.

2. Submission of final report of the study within stipulated time period as per Other
General Terms and Conditions of the SS&PR guidelines.

8. Terms of Payments:
The terms of payment for the assignment under this Scheme will be as under:
(i) First installment: 20 per cent of the fees on signing of the agreement and production of performance guarantee.

(ii) Second installment: 50 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 30 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.

9. Technical Proposals:

The technical proposal must elucidate the experience of the firm relevant to the present assignment. It should describe in a precise and concise manner the approach and methodology for the execution of the said assignment including questionnaire. The technical proposal must also contain detailed Curriculum Vitae of Experts who will be involved in the conduct of the assignment covering the relevant areas of expertise such as project management, evaluation, impact assessment, data analysis etc.

The above team is to be supported by surveyors for data collection and other support staff as necessary.

The Technical proposal must not have any financial information, whatsoever.

10. Financial Proposal:

The financial proposal should give details about the consultation charges. The consultants must hold their proposals valid for 90 days from the date of submission of the proposal.

11. Evaluation of Proposals:

The evaluation of the proposals will involve a two steps procedure.

i. The technical bids will be evaluated first on the following criteria:

- Experience of the firm in conducting Survey/Studies: 15 Marks
- Approach and Methodology for the conduct of the assignment: 35 Marks
- Experience & Expertise of proposed personnel: 50 Marks

For qualifying, the firm needs to score a minimum of 70% marks in the technical evaluation.
ii. Financial bids of only the technically qualified firms will be opened on a
designated date in the presence of bidders. The financial bids of the unqualified
bidders will be kept sealed.

- The lowest financial proposal (FP_{min}) will be given a score of 100 points.
The financial scores of the other financial proposals (SF) will be calculated
as:

\[ SF = 100 \times \frac{FP_{min}}{FP} \]

\( SF \) = Financial score of other financial proposals

\( FP_{min} \) = Price of lowest financial proposal

\( FP \) = Price of the proposal under consideration

- The weights given to Technical and Financial proposals are \( W_T = 0.70 \) and
\( W_F = 0.30 \) respectively.

- Proposals will be ranked according to their combined technical and
financial scores using the weights mentioned above.

\[ S = S_T \times W_T + S_F \times W_F \]

where, \( S \) = Final combined score

\( S_T \) - Technical

\( W_T \) = Weight given to technical score

\( S_F \) = Financial Score

\( W_F \) = weight given to financial score

- The firm achieving the highest combined technical and financial scores
would be awarded the assignment.

12. In the event of a tie in the final combined score, the consultants having the lower
financial quote amongst the two would be given preference and would be called for
negotiation.

13. DOCUMENTS TO BE SUBMITTED

1. Scanned copy of Earnest Money Deposit (EMD).
2. Scanned copies of Registration Certificate / Memorandum & Articles of Association and
any other documents to certify the nature of existence of the organisation
3. Scanned copies of Audited Annual Accounts along with Audit Report of last three
financial years
4. Annual Report of last three years
5. Scanned copy of valid PAN of the Organisation / Tax Account Number (TAN) and
Service Tax Number (STN) / GST Number
6. Executive summary of 5 study reports completed during last 5 years including 2 studies related to MSME sector and documents of acceptance of the Reports by sponsoring authority.
7. Document related to the receipt of a minimum income of Rs.5 crores per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date
8. An authorization letter from the firm certifying that the person who signed the bid is an authorized person to sign on behalf of the firm
9. A declaration that the organization has not been blacklisted from the Authorized Signatory of the Organisation
10. Copies of certificates and proofs of previous engagements of the Organization, Project Director and other professionals involved in the project
11. Technical Bid
12. Financial Bid
13. Check List for Technical Bid
14. Tender Acceptance Letter

14. EARNEST MONEY DEPOSIT (EMD)

The intending bidders should pay along with bids an Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh Only). The EMD shall be paid by Demand Draft/ Bank Guarantee from any of the scheduled Banks. Bank Guarantee from any scheduled bank in favor of PAO, O/o DCMSME, Nirman Bhavan, New Delhi-110011 is required to be deposited (in original) addressed to Deputy Director, S&D Division, Nirman Bhawan, New Delhi. The EMD will not carry any interest. Procedure for e-uploading as indicated in Annexure 7 above may be followed. Government and other organizations exempted from payment of EMD may attach scanned copy of the document as a proof in this regard.

(A) The EMD submitted by the tenderer will be forfeited if:
   • If successful bidder fails to accept the Letter of Award (LoA).
   • If bidder fails to furnish the required performance security within the specified period.
   • The bidder withdraws bid after processing but before acceptance of award of contract issued by the Department.
   • The bidder violates any of the provisions of the terms and conditions of the tender specifications.
   • If bidder canvasses in any way for the bid
   • If bidder withholds information or submits false information

(B) The EMD will be refunded to:
   • The successful bidder, subject to submission of Performance Security
   • The unsuccessful bidders, only after acceptance of award of contract by the selected bidder or in case of cancellation of Tender
The Earnest Money Deposit will be refunded without any interest under all conditions. Offers received without EMD will be summarily rejected (other than those exempted). The bid security will remain valid for a period of forty-five days beyond the final bid validity period. Bid Securities of the unsuccessful bidders will be returned to them latest on or before the 30th day after the award of the contract.

15. PERFORMANCE SECURITY

The successful bidder will be required to submit a Performance Security issued by any scheduled commercial bank @ 8% of the contract value. Performance Security may be furnished in the form of an Account Payee Demand Draft or Bank Guarantee from a Commercial bank. Performance Security would remain valid for a period of sixty days beyond the date of completion of the contract. The Performance Security may be invoked by the Department in case of failure of bidder to adhere to the terms & conditions of the contract. In case of delays in execution of project, the Department may seek extension of the Performance Security which will require to be acceded to by the Organization. Format may be seen at Annexure-6.

16. PENALTY FOR DELAYED SUBMISSION OF REPORT

i. Delay in furnishing in 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 lack of professional quality.
iii. Breach of any of the term of this Agreement.
iv. 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.
v. 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 of 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 week from the stipulated date. The amount of liquidated damages shall be withheld and/or recovered from the payment to be made to the Consultant.

17. NON TRANSFERABLE BID

Neither the contract nor any rights granted under the contract may be sold, leased / sublet, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the O/o DCMSME.

18. COMPLETENESS OF BID OFFER
The bidder is expected to examine all instructions, forms, terms & conditions and specifications in the tender document. Failure to furnish all information required in document or submission of offer not substantially responsive in every respect to the tender document will be at the bidder's risk and may result in the rejection of bid offer. The bid offer is liable to be rejected outright without any intimation to the bidder if complete information as called in the tender document is not given therein, or if particulars asked for in the Forms / Proforma in the tender are not fully furnished.

19. TECHNICAL & FINANCIAL OFFER

(A) The technical offer should comply with all the requisite information. The technical offer should be complete in all respect. The financial offer should give all relevant price information and should not contradict the technical offer in any manner. The prices quoted in the financial bid should be without any conditions. The price schedule must be filled in completely, without any error, erasures or alterations. Bidder should quote as per the format specified in Annexure 3. All prices to be quoted in Indian Rupees only. The financial bid in the prescribed format may be scanned and uploaded. These would remain password protected and it would be possible to view them only on the date and time indicated after the short-listing of the technical bids.

(B) Price quotation accompanied by vague and conditional expressions will be treated as being at variance and shall be liable for rejection. It is the responsibility of the bidder to clearly identify all costs and complete all parts of the financial proposal in a clear and accurate manner. Omissions, errors, misrepresentations or inadequate details in the bidder's financial proposal will be considered as valid ground for rejection of the bidder's proposal. Costs that are not clearly identified will be borne by the bidder. The following items are covered:

i. Salaries and allowances of the project staff and honorarium for the Project Director. (N.B.: The salary of peons will not be sanctioned as a part of expenditure on a research project. Any expenditure on this account may, however, be met out of the overhead charges mentioned under item (vii) below).

ii. Travel undertaken in relation to the project.

iii. Consultancy charges.

iv. Printing.

v. Equipment and books.

vi. Computer and tabulation costs.

vii. Contingency and Overhead charges.
(NOTE: The above may be kept in mind while preparing the cost estimates. Payment with retrospective effect for the work already done before the submission of the research proposal will not be permissible. Please see Annexure 5).

20. **TREATMENT OF DISCREPANCIES**
   Where there is a discrepancy between amounts in figures and in words, the amount in words will govern. If a Bidder refuses to accept the correction, his Bid will be rejected.

21. **CORRUPT AND FRAUDULENT PRACTICES**
   The Department will reject a proposal for award if it determines that bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The bidder is liable to be blacklisted in such an event.

22. **LETTER OF AWARD AND CONTRACT AGREEMENT**
   The Department will issue a Letter of Award (LoA) to the successful bidder in duplicate mentioning in brief rates, terms & conditions. The acceptance and return of one copy of the LoA duly signed as token of acceptance will be construed as entry into the contract by both parties. The contract agreement as per SS&PR guideline will be signed within one week of issue of LoA after submission of the Performance Security as failing which the Department reserves the right to take appropriate decision.

   SS&PR guidelines may be downloaded from website of Ministry of MSME and also enclosed as Annexure D.

23. **OWNERSHIP OF DATA**
   The organisation receiving funds for a project shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc, relating to the Project, in electronic form and this shall be shared with the Ministry at the time of submission of Final Report. The ownership of all such data shall remain with the O/o DCMSME. All raw data compiled during the study shall be transferred to the Ministry. No data collected in context of the study may be destroyed or otherwise disposed off or given to any other organization/individual, unless so approved by the Ministry.

24. **SUBCONTRACTING**
   The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the S&D Division, O/o DCMSME.
25. **ARBITRATION**

The Department and selected Bidder will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the special conditions, such dispute will be referred to arbitrator, to be appointed by the competent authority appointed by this Ministry and will be final and binding on both the parties. Such arbitration will be governed in all respect by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi only, wherein appropriate Appellate Authority shall also be the Hon'ble High Court of Delhi at New Delhi.

26. **APPLICABLE LAW AND JURISDICTION OF COURT**

The contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of courts at Delhi.

27. **AGREEMENT**

(i) The selected bidder will confirm in writing that the conditions contained in the tender document are acceptable to it as per Tender Acceptance Letter format in Annexure 8. The selected bidder will also sign an agreement as per SS&PR Guidelines (Annexure 1 of SS&PR Guideline). It will abide by the terms and conditions attached to the funds and that in case it fails to abide by the same, it will refund to the Government the total funds sanctioned to it for the purpose with penal interest of 15% per annum thereon.

(ii) The organisation will maintain separate accounts in respect of this fund. The accounts will remain open to inspection to the representatives of the Government of India, including the Comptroller and Auditor General of India. At the end of the period, the Organisation will have the accounts of this fund audited by a Government Auditor or a Chartered Accountant, and supply a copy of the audited accounts, together with a utilization certificate as prescribed in GFR 2017, to this Ministry within six months after completion of the project. If regular process of audit takes more time, the accounts maybe got audited by a Chartered Accountant and the audit fee may be charged under subhead "Contingency" of the project. Any unspent balance out of this fund will be refunded by the Organization within 30 days from the date of completion of the Project failing which such unspent balance will attract penal interest of 15% per annum of the period from date of completion of the project to the date of refund of unspent balance.
(iii) The Ministry will accept no responsibility for any financial expenditure or liability arising out of the project except what has been specifically approved by it and conveyed to the selected bidder through the sanction letter.

(iv) The Ministry will sanction finances for each sub-head and the Ministry's Sanction order will clearly satisfy the sanctioned amount for each sub-head for the total financial assistance given for a research project. The organisation without the prior written approval of the Ministry will have no right of re-appropriation of amount from one sub-head to another.

(v) The organisation shall not incur any excess expenditure on the research project, under any circumstances, over and above the sanctioned amount, without prior written approval of the Ministry. Ordinarily such request will not be entertained by the Ministry.

(vi) The Project Director will submit to the Ministry progress reports of the project along with certified statement of the expenditure actually incurred and estimate of expenditure for the remaining period of the study. The organisation would make a presentation before the Ministry at draft stage on its preliminary findings.

(vii) If the Ministry is not satisfied with the progress of the project, or if it finds that these rules are being seriously violated, it reserves the right to terminate agreement & initiate necessary action as per terms & conditions of the tender document and extant rule of Govt. of India.

(viii) The organization will abide by all the terms and conditions mentioned in the SS&PR guideline.

28. DEFAULT

i. The selected bidder will confirm in writing that the conditions contained in the tender document are acceptable to it as per Tender Acceptance Letter format in Annexure 9. The selected bidder will also sign an agreement as per SS&PR Guidelines (Annexure 1 of SS&PR Guideline). In case the organization fails to abide by the same, it will refund to the Government the total funds sanctioned to it for the purpose with penal interest of 15% per annum thereon.

ii. In case the selected bidder is found in-breached of any condition of tender/bid evaluation the EMD/ Performance Security shall be forfeited/ invoked.

iii. Events of default in delay in furnishing the report will be governed by SS&PR guideline (Point no.11 and 12 of the SS&PR Agreement)

iv. Default would entail blacklisting of the Organization by the Department for at least 3 years.
29. **GENERAL TERMS AND CONDITIONS**

i. Bidders are advised to study the Tender/Bid Document carefully. Submission of the Bid shall be deemed to have been done after carefully studying and examination of all instructions, eligibility criterion, terms and requirement specifications contained in the tender/bid document with full understanding of its implications. Failure to furnish all information required in the Tender/Bid Document or submission of a bid not substantially responsive to the Tender/Bid Document in all respects will be at the bidder's risk and may result in the rejection of the bid.

ii. Bidders are requested to submit the bids in English language only.

iii. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.

iv. The O/o DCMSME will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the Tender/Bid Document notice or submission of the bids.

v. The offers submitted by telegram fax, E-mail etc. shall not be considered.

vi. Un-signed, un-stamped and without certificate for authorized person from bidders, bid shall not be accepted.

vii. Conditional tenders shall not be accepted on any ground and shall be rejected straightway.

viii. Ambiguous bids will be outrightly rejected.

ix. Bids not accompanied by desired documents, would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained.

x. O/o DCMSME reserves the right to cancel this bid or modify the requirement without assigning any reasons.

xi. O/o DCMSME also reserves the right to modify and relax any part of the tender/bid prior to the submission date and time. Any such changes will be published on the website as corrigendum and the participant bidders are supposed to take the corrigendum also into account prior to bid submission.

xii. The decision of O/o De MSME arrived during the various stages of the evaluation of the tender/bid is final & binding on all bidders. Any representation towards these shall not be entertained by O/o DC MSME.

xiii. In case the selected bidder is found in-breach of any condition of tender/bid evaluation the EMD/ Performance Security shall be forfeited/invoked, besides debarring & Blacklisting the selected bidder concerned for at least 3 years, for further dealing with O/o DCMSME.

xiv. Any attempt by bidder to bring pressure towards O/o DCMSME's decision making process, such bidders shall be disqualified for participation in the present
tender/bid and those bidders may be liable to be debarred from bidding for O/o DCMSME tenders in future for a period of three years.

xv. Upon verification, evaluation / assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. Further, EMD/Performance Security shall also be forfeited/invoked.

xvi. O/o DCMSME will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender/bid.

xvii. The bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time.

xviii. The Department has the right to cancel the tender and not to proceed for the study at any stage without assigning any reason, whatsoever.

(Vineetha O K)
Deputy Director
Increasingly many MSME units turn sick, leading eventually to their closure. According to MSMED Act 2006, a Micro or Small Enterprise may be said to have become sick, if

- any of the borrower account of the enterprise remains NPA for three months or more
- there is erosion in the net worth due to accumulated losses to the extent of 50% of its net worth during the previous accounting year.

Despite Government undertake many measures to develop and support MSME sector it is a matter of concern that several units in the sector fail to sustain their operations and becoming stressed. In this context, the purpose of the study is to understand the extent of sickness/closure of the units and the factors leading to that.

The Ministry of MSME maintains data of registered MSMEs through Udhyam Portal, Udyog Aadhar Registration and EM-II. In order to cater the needs of sick units/closed units and to find out reasons for sickness/closure, Government faces certain limitations due to lack of accurate data. The current data source does not provide enough information on sick/closed of units.

**Terms of Reference**

i. To identify the number Sick MSMEs in last 5 years, year wise and region wise data to be analyzed.
ii. To identify the number closed MSMEs in last 5 years, year wise and region wise data to be analyzed.
iii. Number of new Units set up in last 5 years, year wise and region wise data to be analyzed.
iv. Reasons of sickness and closure of MSMEs sector wise and region wise.
v. To identify the estimated number of Skilled, Semi-skilled and Non-skilled manpower involved in the sick and closed MSMEs.
vii. To study whether the relief/revival measures, including RBI’s restructuring of assets helped MSME units to overcome their stress situation.
viii. To suggest policy measures from Government, remedial actions from the MSME units to minimize sickness/closure of MSMEs.
ix. To assess the impact of COVID-19 on MSMEs.
FORMAT FOR TECHNICAL & FINANCIAL BIDS

A. TECHNICAL BID

1. Institutional Particulars
   1. Name of the bidder (in Block letters)
   2. Address
   3. EMD (DD No., Date & Name of Bank)
   4. Name of the representative of bidder
   5. Telephone No./Mobile No.
   6. PAN of Organisation
   7. TAN/STN/GST Number/Title of the project
   8. 
      a. In case the organization is established under the Act of Parliament / State Legislature, the name of the Statute, No. of Act and Year
      b. In case the organization is established under the societies Registration Act, the Place, registration number and Date of registration.
   9. If Semi- Government Organization, the name of the Government Department to which it is attached (with complete address).
   10. 
      a. Whether organization has a source of income
      b. If yes then how much per annum and from which source - give details
      c. Whether it runs on no-profit no-loss basis

11. Brief history of the organization, its objectives and activities.
12. Whether the organization has any previous experience in the field mentioned in Annexure A, if so, details thereof

II PROJECT Outline

   1. Objectives
   2. Justification for taking up the study.
   3. Approach and Methodology including Questionnaire
The approach and methodology to be adopted by the Organization for proposed study should be appropriate. The following should be borne in mind:

- The Project team has necessary skills in statistical tools of analysis and sampling methodologies.
- Details of statistical tools and applications to be used are indicated in the proposal.
- The primary data to be collected on the objectively verifiable indicators and factual information.
- Organisation will use experts /manpower in all regional language /local language as and when required.
- Organisation has demonstrated capacity to carry out structured survey/studies.
- Organisation has capacity to collect and analyze data from variety of sources at disaggregated level.
- Organisation has capacity to prepare a feasible and comprehensive design for the study, with data collection tools and analytical framework.
- Organisation has capacity to structure data, create electronic databases, and develop output results in appropriate formats.
- Organisation has willingness to undertake the assignment in the given timeframe.
- Organisation has sufficient infrastructure facilities including office and modern office equipment.
- Organisation has ability to develop and prepare all the data collection instruments including questionnaires, checklist for stakeholders, structured Focus Group Discussion format, tabulation plans etc.
- Organisation has ability to undertake survey work in all sample districts.
- Organisation has ability to cross/back check of primary data.
- Data collection is application based and not manual.
- Enumerators are appropriately trained.

4. Time schedule: Estimated time in which project will be completed (total project duration along with phase-wise details)

III. Staffing Pattern

1. Name of the Project Director along with his/her bio-data along with Annexure B & C

IV. List of documents (copies) to be uploaded with application form

1. Scanned copy of Earnest Money Deposit (EMD).
2. Scanned copies of Registration Certificate / Memorandum & Articles of Association and any other documents to certify the nature of existence of the organisation.
3. Scanned copies of Audited Annual Accounts along with Audit Report of last three financial years.
5. Scanned copy of valid PAN of the Organisation / Tax Account Number (TAN) and Service Tax Number (STN) / GST Number
6. Executive summary of 5 study reports completed during last 5 years including 2 studies related to MSME sector and documents of acceptance of the Reports by sponsoring authority.
7. Document related to the receipt of a minimum income of Rs.5 crores per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date
8. An authorization letter from the firm certifying that the person who signed the bid is an authorized person to sign on behalf of the firm
9. A declaration that the organization has not been blacklisted from the Authorized Signatory of the Organisation
10. Copies of certificates and proofs of previous engagements of the Organization, Project Director and other professionals involved in the project
11. Technical Bid
12. Financial Bid
13. Check List for Technical Bid
14. Tender Acceptance Letter

I hereby declare and affirm that I have read and understood the terms and conditions of the contract as stipulated in the tender document.

To be signed by
Project Director of the Research Project
Head of the organisation authorized signatory

(Signature)

Place:
Date:
B. FINANCIAL BID

Budget Estimate

Please give details of the budget estimates i.e. the total amount to be charged. The breakup of the total expenses may be shown e.g. salary, travel, publication, computer facility, stationery, postage etc. as per prescribed norms indicated in following format.

2. The cost of the project is to be estimated in terms of total man-months and the facilities needed and calculated under following headings:

1. Personnel

<table>
<thead>
<tr>
<th>Position/Designation</th>
<th>No. of persons</th>
<th>Salary (fixed persons consolidated)</th>
<th>Duration</th>
<th>Amount required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
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<td>2</td>
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<tr>
<td>Total</td>
<td></td>
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</tr>
</tbody>
</table>

2. Travel
3. Printing
4. Equipment and books
5. Computer and machine tabulation costs
6. Contingency
7. Overhead charges (up to 5 per cent of items 1 to 6)
8. Total (Sum of items 1 to 7)
9. GST
10. Grand Total (8 + 9)

To be signed by the
Project Director of the Research Project/
Head of the organization/ authorized signatory

(Signature)

Place:

Date:
GUIDELINES FOR THE FORMULATION OF TECHNICAL BID

TECHNICAL BID

Project Directors are requested to furnish a detailed research proposal covering (a) statement of the problem (b) hypotheses to be tested, if any, (c) definition of the key concepts, (d) research design including the universe of study, sampling frame, and sampling procedure, (e) tools to be used in data collection, (f) time schedule, (g) staffing pattern, and (h) estimate of costs.

A research proposal is a sort of a blue-print. Apart from helping the Ministry to process it quickly, a well-conceived research proposal will add to the efficiency in its implementation. Every effort made to formulate a proper research proposal will, therefore, pay rich dividends.

To facilitate the task of the Project Director, in formulating a research proposal, a few detailed guidelines are given below:

I. The title of the Project (in capital letters)

II. Statement of the problem

In the opening paragraphs of the research proposal, the problem to be investigated should be presented clearly and briefly. The key originating question(s) and the location of the problem in the theoretical context of the concerned discipline should be specified. Specific mention should be made of the rationale of the approach adopted to study the problem and the specific aims of this project.

While indicating the significance of the problem, the contribution which the proposed study is expected to make to the theory and methodology as well as its practical impact and national relevance should be specifically indicated.

III. A brief overview of work already done in the area of the Proposal.

A note summarizing the current status of research in the area including major findings and highlighting research gaps should be included in the project proposal.

IV. Objectives of the project as understood by the bidder
V. Methodology

In the light of the questions raised in the ToR, full information on the following points should be given:

- Universe of study
- Sampling frame
- Sampling procedure
- Units of observation and sample-size.

An explanation of the determination of size and type of sample will also be necessary. The different types of data that are proposed to be gathered should be specifically mentioned. The sources for each type of data and the tools and techniques that will be used for collecting different types of data should be specified.

For questionnaire or schedule to be used, the following should be indicated:

1. Distribution of the questionnaire or schedule in different sections, e.g., identification particular, questions on various sub-themes, etc.
2. Approximate number of questions to be asked from each respondent
3. Approximate time needed for interview.
4. Coding plan (whether the questions and responses will be pre-coded or not; whether the coding is done for computer or for hand tabulation).

For the interviews, the following details should be given:

1. How are they to be conducted?
2. Particular characteristics that interviews must have:

For the use of observation techniques, describe:

1. The type of observation; participant, quasi-participant, non-participant.
2. Units of observation;
3. Whether this will be the only technique or other techniques will also be employed.

VI. Data processing

The manner in which the different types of data will be processed, the tabulation plan, and the type of data that will be processed through the computer, should be explained in details.

VII. Time budgeting
The project should be broken up in suitable stages and the time required for completion of each stage of work should be specified, for instance, such stages may cover:

1. Preparatory work, including selection and appointment of staff and their training.
2. Drawing of sample.
3. Tool construction (including their pre-testing and printing)
4. Data collection
5. Data processing (which should include coding, editing, punching, verification, sorting, computer analysis)
6. Data analysis.

VIII. Organizational Framework

An organizational chart indicating the positions tasks and number of persons required to fill the different positions should be given.

The following issues need to be borne in mind:

- The approach and methodology to be adopted by the organization for proposed study is appropriate.
- The Project team has necessary skills in statistical tools of analysis and sampling methodologies.
- Details of statistical tools and applications to be used are indicated in the proposal. The primary data to be collected on the objectively verifiable indicators and factual information
- Organisation will use experts/manpower in all regional language/local language as and when required.
- Organisation has demonstrated capacity to carry out structured survey/studies
- Organisation has capacity to collect and analyze data from variety of sources at disaggregated level.
- Organisation has capacity to prepare a feasible and comprehensive study design for evaluation, with data collection tools and analytical framework.
- Organisation has capacity to structure data, create electronic databases, and develop output results in appropriate formats.
- Organisation has willingness to undertake the assignment in the given timeframe.
- Organisation has sufficient infrastructure facilities including office and modern office equipment.
- Organisation has ability to develop and prepare all the data collection instruments including questionnaires, checklist for stakeholders, structured Focus Group Discussion format, tabulation plans etc.
- Organisation has ability to undertake survey work in all sample districts.
- Organisation has ability to cross/back check of primary data.
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Document</th>
<th>Yes/No</th>
<th>Page No</th>
<th>Remark</th>
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<tbody>
<tr>
<td></td>
<td><strong>ORGANIZATION'S CAPACITY AND CAPABILITIES</strong></td>
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<tr>
<td>1</td>
<td>If the organization is empanelled under Ministry of MSME Scheme for Surveys, Studies and Policy Research, document related to empanelment of agency may be attached&lt;br&gt;(Attach Certificate / Order)</td>
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<td>2</td>
<td>Registration Certificate / Memorandum &amp; Articles of Association and any other documents to certify the nature of existence of the organization&lt;br&gt;(Attach supporting documents)</td>
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<tr>
<td>3</td>
<td>Experience of the Organization in the field of research / survey / evaluation in similar areas or studies in MSME sector (in years)&lt;br&gt;(Annexure A along with supporting documents may be attached)</td>
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<tr>
<td>4</td>
<td>Executive summary of 5 study reports completed during last 5 years including 2 studies related to MSME sector and documents of acceptance of the Reports by sponsoring authority.&lt;br&gt;(Attach supporting documents &amp; work completion Certificate)</td>
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<tr>
<td>5</td>
<td>The Organization has not been blacklisted by Central/State Government/Public Sector Undertaking&lt;br&gt;(A declaration in this regard from the Authorized Signatory of the organisation to be attached)</td>
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<tr>
<td>6</td>
<td>Document related to the receipt of a minimum income of Rs.5 crores per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date.</td>
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<td></td>
<td>(Attach supporting documents &amp; work completion Certificate)</td>
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<tr>
<td>7</td>
<td>The Organization has a valid PAN of the Organisation/Tax Account Number (TAN) and Service Tax number (STN)/GST Number (copy of same may be attached) (Attach supporting documents)</td>
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<tr>
<td>8</td>
<td>Net profit of the agency for the last 3 years (Attach supporting documents)</td>
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<tr>
<td>9</td>
<td>Turnover for the last 3 years. (Attach supporting documents)</td>
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</table>

**MANPOWER**

| 10 | Project Director/Incharge of the Project has the necessary experience in use of statistical tools and experience with at least 5 years of research experience (Annexure C along with copies of certificates and proofs of engagement may be enclosed). |

| 11 | General Description of Team (Annexure B may be enclosed) |
| 12 | Curriculum vitae (CV) of proposed Professional staff for the assignment (Annexure-C may be enclosed) |

**METHODOLOGY**

| 13 | (Attach Approach and Methodology including questionnaire proposed for the study) |
| 14 | EMD of Rs 1,00,000/- Copies of GST / Income Tax Registration (if applicable) |
| 15 | Additional information (if any) |

Note: Fulfillment of each of the above criteria is mandatory along with submission of documentary proof as indicated above for qualifying the technical bid.
Performance Security Form

THIS IS BANK GUARANTEE

To:

(Name of Indenter)

WHEREAS .............................................................. (Name of Bidder)
hereinafter called the “Bidder” has undertaken contract No. .................... dated
.....................2021 to render services hereinafter called “The Contract”.
AND WHEREAS it has been stipulated by you in the said contract that the Bidder shall
furnish you with a bank guarantee by a recognized bank for the sum specified therein as
security for compliance with the Bidder’s performance obligations in accordance with the
contract.
AND WHEREAS we have agreed to give the Bidder a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, behalf of
the Bidder up to a total of……………………………………...(Amount
of the guarantee in Words and Figures) and we undertake to pay you, upon your first
written demand declaring the Bidder to be in default under the contract without cavil or
argument, any sum of sums within the limits of ………………………………………
as aforesaid, without your needing to prove or to show this grounds or reasons for your
demand or the sum specified therein.

This guaranteed is valid until the .........................day of .........................2021

Signature and Seal of Guarantors

Date:

Address:
Instructions for Online Bid Submission

The bidders are required to attach soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be deposited in original in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data
storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for the tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidder can also get help at +91-7878007972 & +91- 7878007973.

3) Detailed information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: ..................

To,

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---------------------------------------------------
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Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: ____________________

Name of Tender/ Work:-

Dear Sir,

1. I /We have download / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

---------------------------------------------------

as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/we have read the entire terms and conditions of the tender document from Page No. _____ to _____ (including all document like annexure(s)-schedule(s), etc), which form part of the contract agreement and I /we shall abide hereby by the terms/ conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organizations to have also been taken into consideration, while submitting the acceptance letter.

4. I / We hereby unconditionally accept the terms & conditions of above mentioned tender document(s)/ corrigendum (s) in its totality/ entirety.

5. In case any provision of this tender are found violated, then your department / organization shall without prejudice to any to other right or remedy be at liberty to reject this tender/bid including forfeiture of the earnest money deposit absolutely and necessary action be initiated as per terms & conditions of the tender document and extant rule of Govt. of India.

Yours Faithfully,

(Signature of the Bidder with Official Seal)
ORGANISATION’S EXPERIENCE

I. Brief of the Organization
[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.]

II. Details of previous Assignments
[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.]

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

Firm’s Name: ____________________________
### GENERAL DESCRIPTION OF TEAM

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Team Leader &amp; Staff</th>
<th>Position</th>
<th>Input (Staff-months)</th>
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<tbody>
<tr>
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</table>

Note: C.V of the Team Members to be provided in the format given at Annexure-C.
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 name 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, qualifications and 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: ________________________________
OPERATIONAL GUIDELINES FOR
CENTRAL SECTOR SCHEMES (2021-2026)

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)
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, (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 15th 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 15th 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 reverent 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:


(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.
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-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Scheme Components</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Survey, Studies and Policy Research</td>
<td>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.</td>
</tr>
<tr>
<td>2</td>
<td>Data Collection &amp; Survey/ Studies</td>
<td>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 &amp; closed units, the share in production and National Gross Domestic Product (GDP) etc.</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Cost Components</th>
<th>Financial Year (Amount – INR Cr)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2021-22</td>
</tr>
<tr>
<td>(i)</td>
<td>Professional services*</td>
<td>2</td>
</tr>
<tr>
<td>(ii)</td>
<td>Operational Expenses**</td>
<td>6</td>
</tr>
<tr>
<td>(iii)</td>
<td>Miscellaneous</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Total (INR – Crore)</td>
<td>10</td>
</tr>
</tbody>
</table>

* 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-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Scheme Component</th>
<th>Description</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
<th>2024-25</th>
<th>2025-26</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Survey, Studies and Policy Research</td>
<td>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. (Number of Studies/ Evaluation studies and Research)</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>8</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Data Collection &amp; Survey/ Studies</td>
<td>*Expected No. of surveys/data collection/ studies</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>12</td>
</tr>
</tbody>
</table>

*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
(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 database 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.

(c) 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).

(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

*****
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 DDG (DBT/DA/TC), 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 5 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 other deliverables by the Government and for receiving and approving invoices for the payment.

B. Reports

The reports listed under Para 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 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 these present this ___ day of _____

For and on behalf of the President of India / DDG (DBT/DATC)

Signed by ____________________________

Designation: ____________________________

In presence of ____________________________

FOR THE CONSULTANT

Signed by ____________________________

Designation: ____________________________

In presence of ____________________________

ANNEXURE II

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

Date: ________________

Signature
(Authorized Signatory of the organization)

List of Agencies under Scheme of Surveys, Studies and Policy Research
1. Indian Institute of Management, Ahmedabad
2. Indian Institute of Management, Bangalore
3. Indian Institute of Management, Kolkata
4. Indian Institute of Management, Kozhikode, Calicut
5. Indian Institute of Management, Indore,
6. Indian Institute of Management, Lucknow
7. Indian Institute of Rural Management (IRMA)
8. Management Development Institute (MDI), Gurgaon
9. Institute for Financial Management and Research (IFMR), Chennai
10. National Institute of Financial Management (NIFM), Faridabad
11. National Institute of Bank Management (NIBM), Pune
12. Tata Management Training Center, Pune
13. XLRI School of Management, Jamshedpur.

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**ECONOMIC AND SOCIAL RESEARCH INSTITUTE**

1. Indira Gandhi Institute of Research & Development, Mumbai
2. Institute of Economic and Social Change, Bangalore
3. Gokhale Institute of Economic and Politics, Pune
5. Tata Institute of Social Sciences (TISS), Mumbai
6. National Council of Applied Economics Research (NCAER), Delhi
7. Center for Monitoring India Economy (CMIE), Mumbai
8. Institute of Applied Manpower & Research (IAMR), Delhi
9. Institute of Economic Growth (IEG), University of, Delhi
11. Rajiv Gandhi Institute for Contemporary Studies, New Delhi
12. Institute for Development Studies, Trivandrum
13. Madras Institute for Development Studies, Chennai
<table>
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<tr>
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<th>Centre for Development studies, Trivandrum</th>
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**TECHNICAL INSTITUTE**

<table>
<thead>
<tr>
<th></th>
<th>Indian Institute of Technology (IIT), New Delhi</th>
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<tbody>
<tr>
<td>1</td>
<td>Indian Institute of Technology (IIT), Kanpur</td>
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<td>2</td>
<td>Indian Institute of Technology (IIT), Mumbai</td>
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<td>3</td>
<td>Indian Institute of Technology (IIT), Kharagpur</td>
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<td>4</td>
<td>Indian Institute of Technology (IIT), Chennai</td>
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<td>5</td>
<td>Indian Institute of Technology (IIT), Guwahati</td>
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<td>6</td>
<td>Indian Institute of Technology (IIT), Roorkee</td>
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<td>7</td>
<td>Cochin University of Science &amp; Technology, Kochi</td>
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**SCIENTIFIC/RESEARCH & DEVELOPMENT INSTITUTIONS**

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<tr>
<th></th>
<th>Council of Science &amp; Industrial Research (CSIR), New Delhi</th>
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<tr>
<td>1</td>
<td>(The list of Research Institutes under the CSIR is Annexed)</td>
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<tr>
<td>2</td>
<td>Tata Energy Research Institute (TERI), New Delhi</td>
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<td>3</td>
<td>M.S. Swaminath Foundation, Chennai)</td>
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<tr>
<td>4</td>
<td>National Research Development Corporation of India (NRDCI), New Delhi</td>
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<tr>
<td>5</td>
<td>Central Institute of Plastic Engineering &amp; Technology (CIPET)</td>
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<tr>
<td>6</td>
<td>Indian Institute of Science Bangalore.</td>
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<tr>
<td>7</td>
<td>Indian Council of Forestry Research &amp; Education, Dehradun</td>
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<td>8</td>
<td>Indian Institute of Forest Management, Bhopal.</td>
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<tr>
<td>9</td>
<td>Indian Plywood Industries Research &amp; Training Institute, Bangalore.</td>
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<tr>
<td>10</td>
<td>Institute of Bio-resources and sustainable Development (IBSD), Imphal</td>
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<td>11</td>
<td>Institute of Life Science, Bhubaneswar.</td>
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<td>No.</td>
<td>Institution</td>
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<tr>
<td>12</td>
<td>National Institute of Immunology, New Delhi</td>
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<tr>
<td>13</td>
<td>National Centre for plant Genome Research (NCPGR), New Delhi</td>
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<tr>
<td>14</td>
<td>Bose Institute, Kolkata</td>
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<tr>
<td>15</td>
<td>National Dairy Research Institute, Karnal</td>
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<td>16</td>
<td>The South India Textile Research Association, Coimbatore</td>
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<tr>
<td>17</td>
<td>Central Manufacturing Technology Institute, Bangalore</td>
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<tr>
<td>18</td>
<td>Indian Institute of Package, Mumbai</td>
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<tr>
<td>19</td>
<td>Central Pulp and paper Research Institute, Saharanpur</td>
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<tr>
<td>20</td>
<td>Technology Information and Forecasting Assessment Central (TIFAC), Department of Science &amp; Technology, New Delhi.</td>
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<tr>
<td>21</td>
<td>Biotech Consortium India Limited (BCIL), New Delhi</td>
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**TRAINING INSTITUTES**

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<th>No.</th>
<th>Institution</th>
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<tr>
<td>1</td>
<td>Entrepreneurship Development Institute (EDI), Ahmedabad</td>
</tr>
<tr>
<td>2</td>
<td>National Institute of MSME, Hyderabad</td>
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<tr>
<td>3</td>
<td>National Institute of Entrepreneurship and Small Business Development (NIESBUD) Noida</td>
</tr>
<tr>
<td>4</td>
<td>Indian Institute of Entrepreneurship, Guwahati</td>
</tr>
<tr>
<td>5</td>
<td>Indian Institute of Foreign Trade, New Delhi</td>
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<tr>
<td>6</td>
<td>Indian Institute of Public Administration (IIPA), New Delhi</td>
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<tr>
<td>7</td>
<td>Indian Statistical Institute, Bangalore</td>
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<tr>
<td>8</td>
<td>Intellectual Property Training Institute, Nagpur</td>
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<tr>
<td>9</td>
<td>Indian Institute of Quality Management, Jaipur</td>
</tr>
<tr>
<td>10</td>
<td>National Institute of Industrial Engineering (NITIE), Mumbai</td>
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<td>11</td>
<td>Administrative Staff College, Hyderabad</td>
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<td>12</td>
<td>National Productive Council, New Delhi</td>
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<td>13</td>
<td>Central Staff Research Institute, Kolkata</td>
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<td>14</td>
<td>National Institute of Fashion Technology, New Delhi</td>
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<td>15</td>
<td>National Institute of Design, Ahmedabad</td>
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### CONSULTANCY FIRMS

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<tbody>
<tr>
<td>1</td>
<td>Credit Rating and Information Service of India Limited (CRISIL)</td>
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<tr>
<td>2</td>
<td>DJ Research and Consultancy Private Limited, Bhubaneswar.</td>
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<tr>
<td>3</td>
<td>A.G. Ferguson &amp; Company, New Delhi</td>
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<td>4</td>
<td>Arthur Anderson &amp; Son, Mumbai.</td>
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<td>5</td>
<td>Pricewaterhouse Cooper, New Delhi</td>
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<td>6</td>
<td>Invest India Economic Foundation Pvt. Ltd. New Delhi</td>
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<td>7</td>
<td>Tata Economic Consultancy Services, Mumbai</td>
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<tr>
<td>8</td>
<td>Deloitte Touch India Pvt. Ltd. Chennai</td>
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<td>9</td>
<td>GB Longimart Consultancy Pvt. Ltd. Gurgon.</td>
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<td>10</td>
<td>JPS Associates (P), Ltd New Delhi</td>
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<td>11</td>
<td>Investment Information and Credit Rating Agency Limited (ICRA), New Delhi</td>
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### New empanelled Agencies

(As approved in the Meeting of Steering Committee on 16/02/2010)

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<tbody>
<tr>
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<td>Indian Council for Market Research (ICMR) (A Division of Planman Consulting (India) Pvt. Ltd.)</td>
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<td>2</td>
<td>India Business Strategy Group (IBSG), New Delhi</td>
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<tr>
<td>3</td>
<td>Birla Institute of Management Technology (BIMTECH), Greater Noida</td>
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<td>All India Management Association, (AIMA), New Delhi</td>
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<td>5</td>
<td>Lalit Narayan Mishra Institute of Economic Development and Social Change, Patna.</td>
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<td>Empanelled on 25.8.10 by Secy (MSME)</td>
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<td>7</td>
<td>Asia-Pacific Institute of Management, New Delhi</td>
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<td>Empanelled on 12.10.2020 by Secy (MSME)</td>
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<td>NITCON Ltd., IFCI Bhawan, Sector 27-A, Chandigarh</td>
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<td>Empanelled on 17.02.2021 by Secy (MSME)</td>
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<tr>
<td>9</td>
<td>Darashaw and Company Pvt. Ltd., 1205-06 Regent Chambers, 208 Nariman Point, Mumbai-</td>
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