



TERMS OF REFERENCE (ToR)

For

Appointment of consultant for Feasibility Study for
Utilization of Vacant Land
at

NSIC Technical Services Centre (NTSC),
Aji Industrial Estate, Bhavnagar Road,
Rajkot – 360003

The National Small Industries Corporation Ltd.
(A Government of India Enterprise)
NSIC Bhawan, Okhla industrial Estate
New Delhi – 110 0020

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TERMS OF REFERENCE

1. Background

The National Small Industries Corporation Limited (NSIC), a Govt. of India Enterprise (hereinafter referred as 'Corporation') was set up in 1955 with a mission to promote and foster the growth of Micro Small and Medium Enterprises and industry related small-scale services/business enterprises in the country. Over a period of five decades of transition, growth and development, NSIC has made its mark, both within and outside the country, through modernization and up-gradation of technology, marketing, quality consciousness, strengthening linkages among large and medium enterprises and boosting exports of projects and products from small scale enterprises.

NSIC with its headquarters at New Delhi operates through 168 offices spread across the country. NSIC carries forward its mission to assist micro, small and medium enterprises through a number of schemes designated to put them in a competitive and advantageous position.

Keeping in view the specific requirements of micro-small and medium enterprises in various regions of the country, NSIC has also established 'Technical Services Centers' at eight different locations to cater to the technological needs of the micro, small and medium enterprises located in the respective regions.

2. NSIC Technical Services Centre (NTSC)-Rajkot

As mentioned above, NSIC provides technical support to MSMEs through 'NSIC Technical Services Centres' (NTSCs) and a number of extension and sub-centres spread across the country. The range of technical services provided through these centres include training in Hi-Tech as well as conventional trades, material and product testing at our testing laboratories accredited by NABL / BIS, common facilities, energy audit, environment management etc.

The NTSC-Rajkot is located in the industrial hub of Rajkot at Aji Industrial Estate, Bhavnagar Road, Rajkot - 360003 on a sprawling campus measuring about 70.28 Acre. The NSIC- Technical Services Centre (NTSC), Rajkot was established in the year 1965 for the support of existing and aspiring entrepreneurs of MSME Sector of Saurashtra region by providing skilled manpower and testing services through its various skill development training programs and testing facilities in the area of Engine, Motor, Pump, Material testing, Plastic Testing etc which are NABL accredited and BIS recognized except material testing lab. The centre also provides support to MSME sector through its various commercial schemes like SPRS, Infomediary etc. besides carrying out energy audit services as being one of the certified authorized auditors to carry out energy audit by Government of Gujarat. The Technical Services Centre, Rajkot is engaged in providing services to MSME Sector by providing skilled manpower through its various training programs which are tailor made considering the need of industries of the region which is dominated by machine tools, plastic manufacturing, engine manufacturing, pump manufacturing, mini tractor manufacturing, auto component etc. in the area of Tool Room, CAD /CAM, CNC ,Work shop technology, electrical, electronics, computers

etc. We also impart training to non-technical areas considering the need MSME Sector of the region in the area of fashion designing, beauty parlour, soft toy making, bread etc. The course content of each training program is designed in such a way so as to give maximum practical exposure through practical training to the trainees. Also course content are carefully designed in consultation with various representatives of various industry associations to meet the need of industry.

In the eastern side of NTSC-Rajkot, a vacant parcel of land measuring approx. 30 Acre is available. It is intended to develop this vacant parcel of land for generating revenue for NSIC by establishing a commercially viable project

3. **Objective**

The main objective of the feasibility study is to assess the industrial and other potential and opportunities for micro, small and medium enterprises in Aji Industrial Estate, Rajkot and in the surrounding areas and based on the findings of the study to identify the best uses for the available vacant land for the promotion and development of MSMEs and to develop a financial model for establishment of the proposed project.

In view of the above, NSIC intends to assign the task of identifying suitable project and prepare a 'Feasibility Study Report' for establishing the said project for gainful utilization of the vacant land at NTSC-Rajkot.

4. **Scope of Assignment**

- 4.1 To study the current status of MSMEs in the region, their requirements, problems as well as the potential for future development of MSMEs/ IT or ITES companies and their projected requirements.
- 4.2 Market survey to determine the needs of MSME/ IT or ITES sector in the region/surrounding areas and the infrastructure required to meet the same.
- 4.3 To assess and identify the demand and nature of activities for optimum utilization of the existing infrastructure.
- 4.4 To estimate and identify additional requirement in terms of built up area and other infrastructure facilities that may be required.
- 4.5 To study the Master Plan of the region prepared by the concerned local/ statutory authority
- 4.6 To determine the land use in consultation with the concerned local/municipal authorities.
- 4.7 To study the trend of market rate of rental in the vicinity during last two years, current rates as well as the likely rates in the coming 2-3 years and to obtain a qualitative feedback from the property consultant/estate agents for assessment of the same.

- 4.8 To conduct a topographical survey using total station survey equipment and plane table of the entire vacant land including the boundary and adjacent roads. The survey shall identify all above ground features. The spot elevations shall be taken at an appropriate grid (max. grid size 10m x 10m) based on the exact extent of the available land determine the land development potential (i.e. the maximum FAR).
- 4.9 Based on the outcome of the market survey, technical study and feasibility analysis if the proposed project requires a change of land use, then the possibility, time-frame and financial implication of getting the land use changed is to be ascertained from the concerned local authorities and incorporated in the report/ recommendation.
- 4.10 To develop a conceptual master plan of NSIC's plot and development plan for the proposed project. The development plan for making the optimal use of the available land should provide for setting up a commercially viable project. Architectural floor plans and elevation of the proposed structure(s) is also to be given.
- 4.11 To provide activity-wise project implementation schedule in the form of a PERT (Program Evaluation and Review Technique) chart.
- 4.12 To study various financing models for implementation of the project and develop an optimal model for its financial closure and making it viable.

5. **Methodology:**

- 5.1 Site visit of the plot and study of various municipal codes for zoning, setbacks, height restrictions, ground coverage, open areas, parking requirements etc.
- 5.2 Analysis of the industrial activities of the surrounding areas, discussions with the MSMEs/ IT/ ITES in the locality in determining the background, activities and goals of the proposed project and optimum utilization of the existing infrastructure.
- 5.3 Identify specific sectors, associations, Central & State Govt. entities including but not limited to Directorate of Industries/ District Industries Centre etc. (minimum sample size of 20 entities and minimum of 10 regional entities) and meet with the concerned officers/officials/ entrepreneurs in determining their potential needs and interest of MSMEs/ IT/ ITES.
- 5.4 Discussions with cross-section of micro, small and medium industrial units and small business entrepreneurs/ IT/ITES located in the nearby area at least for 300 sample units. Copy of the feedback obtained during the survey should also be submitted with the report.
- 5.5 Structured questionnaire will be developed to cover the following areas also including other important information as deemed fit:
 - Willingness of the industrial units to shift their establishment to proposed locations.
 - Required facilities in the centre.
 - Price perceptions about this location, etc.
 - Demand and nature of activities for optimum utilization of existing infrastructure.
- 5.6 Discussions to be held with few real estate brokers around these locations to get an idea of prevailing leasing rates for office and commercial properties in the area.
- 5.7 Conduct market research by evaluating the local geographical area, site conditions, demand & supply, competitive factors through direct and indirect sources.
- 5.8 The conceptual/ development plan should be designed for the optimal use of the available land after identifying the suitable model and also based on prevailing zonal norms, with details of built up area and supporting parking and infrastructure facilities. The building should be planned to achieve a minimum three star rating under Green Rating for Integrated Habitat Assessment (GRIHA).
- 5.9 Identify the cost of construction including supporting infrastructure based on latest CPWD Delhi Plinth Area Rates and CPWD Plinth Area Rates for Specialized E&M Works with applicable local cost index, develop

sustainable financial models for construction of the project and the cost of rehabilitation/up-gradation of the existing infrastructure to make them suitable to meet the requirements.

6. Information to the Bidders Including Eligibility and Qualification Requirements of the Bidders

Bidders requiring clarifications, if any, on the documents must notify NSIC, in writing, not later than 7 days before the proposal submission date. Any request for clarification in writing or by E-Mail/telefax must be sent to the NSIC's Address indicated in the TOR document. Any further corrigendum/ addendum to this TOR document shall be made available on our website <https://nsic.co.in/tender/Current-Tenders> and www.eprocure.gov.in only. It is, therefore, requested that the bidders may regularly visit the website for checking any corrigendum/ addendum to this document.

The requests for clarifications may be addressed to:

Deputy General Manager (C&P)

The National Small Industries Corporation Ltd.
'NSIC Bhawan', Okhla Industrial Estate
New Delhi – 110 020, INDIA
Tel.: 011-26920911
Fax : 011-26910229
e-mail : procurement@nsic.co.in

6.1 Bids should be submitted in English Only

6.2 The Bidder to state all costs in Indian Rupees only.

6.3 The bid should be submitted along with the earnest money deposit of Rs. 10,000/- through RTGS/NEFT to NSIC as per the following bank account details:

Alternatively, the EMD can also be paid by the bidder through RTGS/NEFT to NSIC as per following bank account details:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK IFSC CODE
NSIC LTD.	PUNJAB NATIONAL BANK, OKHLA, NEW DELHI	062002100000892	PUNB0060200

Any tender without EMD in the prescribed form shall be summarily rejected.

The EMD of the successful bidder will be retained as security deposit for performance. EMD of the other bidders will be refunded after award of work without any interest.

The bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

The bidders registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by Ministry of Micro, Small and Medium Enterprises or registered with the Central Purchase Organization or the

concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion should submit a self-attested photocopy of registration certificate along with the technical bid envelope for availing exemption of earnest money.

- 6.4 A copy of valid GST registration certificate of the firm should be enclosed with the technical bid.
- 6.5 **Bidders must submit:**

Technical Bid – Marked as Envelope-I

This envelope should contain the following:

- EMD in the prescribed form or self-attested copy of necessary document as proof of exemption from payment of EMD as per para 6.3 above
- The entire ToR document including the duly filled up standard forms (Annexure-7.1 to 7.5 along with all the necessary supporting documents). Each page of the ToR document and the supporting documents should be duly self-attested by the authorized signatory. This envelope should not contain the financial bid.
- Power of Attorney and/or Board Resolution in favour of person who has signed the tender documents as per Format-1 & 1A respectively.
- A copy of valid GST registration certificate of the firm

Financial Bid – Marked as Envelope-II

- This envelope should only contain the duly filled up Financial Bid (Annexure- 7.7).

6.6 **The Bids are to be submitted to:**

The name of the work should be superscribed on the outer envelope as mentioned hereunder:

“Appointment of Consultant for the work of Preparation of Feasibility Study Report for Utilization of Vacant Land at NSIC Technical Services Centre, Aji Industrial Estate, Bhavnagar Road, Rajkot –360 003 (Gujarat)”

- 6.7 Bids must be submitted not later than the following date and time:
23.01.2023 till 15.00 hrs.

Any bid received beyond the stipulated due date and time is liable to be rejected.

6.8 Bid Validity:

The Bids shall be valid for 120 days from the last date of submission.

6.9 The address to submit the Bids to NSIC is

Deputy General Manager (C&P)

The National Small Industries Corporation Ltd.

'NSIC Bhawan', Okhla Industrial Estate

New Delhi – 110 020, INDIA

Tel.: 011-26920911

Fax : 011-26910229

e-mail : procurement@nsic.co.in

6.10 Standard of Ethics

The bidders should observe the highest standard of ethics during the selection and execution of the work.

(a) In pursuance of the above objective, the following terms are set forth as follows:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a NSIC official in the selection process or in contract execution; and

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of the work.

“Collusive practice” means a scheme or arrangement between two or more consultants, with or without the knowledge of NSIC, designed to establish prices at artificial non-competitive levels.

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the tendering process or affect the execution of the contract.

(b) It is further provided that:

- i NSIC will reject the bid if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for this work.
- ii The bidders blacklisted by any Govt. Organization/ Department are not eligible to participate in this tender/ ToR bidding process.

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- iv NSIC shall declare the consultant ineligible, for a period of 3 years to be awarded any NSIC's contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

6.11 Assigned Weightage:

The proposals received by NSIC in response to ToR shall be evaluated in two stages as under:

Sl. No.	Particulars	Criteria
1.	Technical Proposal	<ol style="list-style-type: none">1. Minimum points to be achieved for qualifying is 70% (700/1000)2. To qualify in Technical Bid, Bidder must score points in each of three categories i.e.<ol style="list-style-type: none">i) <i>Experience in Preparation of Feasibility Study Reports and Detailed Project Reports</i>ii) <i>Financial Details</i>iii) <i>Technical Presentation</i>as defined under para 6.12 hereinafter.
2.	Financial Proposal (Annexure-7.6)	Selection by Cost Based System (CBS) method (i.e. the work shall be awarded to the technically qualified bidder quoting the lowest in the financial bid.

6.12 Evaluation Criteria for Technical Bid:

Sl. No.	Category	Total Marks	Maximum Marks	Annexure
1.	<i>Experience in Preparation of Feasibility Study Reports and Detailed Project Reports (DPR) and Company Profile</i>	700		
	a) Past Experience of similar nature works		250	Annexure-7.1
	b) No. of similar nature works handled		250	Annexure-7.2
	c) Number of Key Personnel to be deployed for the project		200	Annexure-7.3
2.	<i>Financial Details</i>	200		
	a) Turnover from consultancy for the works of preparation of feasibility study report/ detailed project report etc. during the last 5 years		100	Annexure-7.4
	b) Profit and loss during the last 5 years		100	Annexure-7.5
3.	<i>Technical Presentation</i>	100	100	
Total (1+2+3)			1000	

Note: Similar nature works shall mean preparation of feasibility study reports/ detailed project reports for the construction of projects (Institutional/Commercial/Industrial) during the last 7 years.

6.13 The currency for price is: Indian Rupees

6.14 The address for making technical presentation is:

Chief General Manager-SG (MIS)

The National Small Industries Corporation Ltd.

'NSIC Bhawan', Okhla Industrial Estate

New Delhi – 110 020, INDIA

Tel.: 011-26920911

Fax : 011-26910229

e-mail : navinchopra@nsic.co.in

The technical presentation shall be made on PowerPoint and should cover the following aspects apart from any other relevant information which the bidder desires:

- a) Experience of the firm
- b) Methodology, work plan and understanding of ToR
- c) Suitability of key personnel

The duration of the presentation shall be about 15-20 minutes.

Soft and Hard copy of the above presentation shall be handed over by the bidder at the time of the technical presentation.

7. STANDARD FORMS

ANNEXURE-7.1:: PAST EXPERIENCE IN PREPARATION OF FEASIBILITY STUDY REPORT/ DPR FOR SIMILAR NATURE WORKS IN LAST 7 YEARS

Max. Marks = 250

S.No.	Cost of Project (In Rs.)	No. of work	Marks obtained
1	Above Rs. 50 Crores		
2	Above Rs. 40 Crores but less than or equal to Rs. 50 crore		
3	Above Rs. 25 crore but less than or equal to Rs. 40 crore		

CRITERIA FOR AWARD OF MARKS IS GIVEN HEREUNDER: -

S.No.	Value of Project (In Rs.)	No. of work	Marks
1	Above Rs. 50 Crores	Each	250
2	Above Rs. 40 Crores but less than or equal to Rs. 50 crore	Each	200
3	Above Rs. 25 crore but less than or equal to Rs. 40 crore	Each	150

Note: -Maximum 2 nos. of completed projects of highest value of similar nature during the last 7 years shall be considered for evaluation. Copy of Completion certificate issued by the client should be enclosed.

- In case the work(s) have been executed for private parties/clients than the copy of the relevant TDS Certificate(s)/ Form- 26AS/ Bank Statement/ CA Certificate should also be enclosed as proof of receipt of payment from the client.

- For completed projects having value less than Rs. 25 crore, nil marks shall be awarded

DETAILS OF THE QUALIFYING PROJECTS SHOULD BE PROVIDED IN THE FOLLOWING FORMAT:

Project Name:		Location:
Name, Address and Contact No. of Client:		
Start Date	Completion Date	Approx. Value of project:
Value of the consultancy contract:		
Narrative Description of Project :		

Authorized Signatory :
Company:

**ANNEXURE-7.2:: NUMBER OF WORKS HANDLED BY THE BIDDERS IN THE LAST 7 YEARS
SIMILAR TO THE AREA OF WORK**

Max. Marks = 250

S.No.	Experience (Nos.)	Marks
1.	Highest Number of works handled	250
2.	Second Highest Experience	200
3.	Third Highest Experience	150
4.	Fourth Highest Experience	100
5.	Fifth Highest Experience	50
6.	Others bidders	0

- The bidders are required to attach copies of work order, completion certificate etc. issued in the name of the firm in respect of the similar nature consultancy work executed in the last 7 years.
- In case the work(s) have been executed for private parties/clients than the copy of the relevant TDS Certificate(s)/ Form-26AS/ Bank Statement/ CA Certificate should also be enclosed as proof of receipt of payment from the client.
- Only similar nature work shall be considered
- Marks shall be awarded only if the copies of the above supporting documents are enclosed.

**DETAILS OF THE NUMBER OF WORKS OF SIMILAR NATURE HANDLED DURING THE
LAST 7 YEARS SHOULD BE PROVIDED IN THE FOLLOWING FORMAT:**

S.No.	Project Name with location	Client's Name with Address and Contact No.	Work Order Date/ Start Date	Completion Date	Approx. value of project	Brief Description of the project

Authorized Signatory:

Company:

ANNEXURE-7.3: Number of Key Personnel to be deployed on the project

Max. Marks = 200

Sr. No.	Specialist/ Position	Nos.
1)	Team Leader: A qualified Civil Engineer/ Mechanical Engineer/ Electrical Engineer/ Architect from a recognized university with 15 years' experience in Construction of buildings and allied works preferably with 5 years' experience as Team leader for a consultancy project related to building construction works. (For personnel without any of the educational qualification stipulated above shall be awarded zero marks.)	1 No.
2)	Finance Expert: A qualified Finance Expert with CA/ ICWA/ MBA (Finance) Degree/ any other qualification equivalent to MBA (Finance) from recognized university with 5 years' experience in project appraisal/ preparation of project reports (For personnel without any of the educational qualification stipulated above or not having relevant experience shall be awarded zero marks.)	1 No.
3)	Architect: A qualified Architect from a recognized university having 10 years' experience in Building Designs (For personnel without qualification stipulated above shall be awarded zero marks.)	1 No.
	Total	3 Nos.

Note: -

- Self-certified Bio-Data of key Technical personnel should be enclosed. The Bio-Data should also be certified by the Authorized Signatory
- Marks will be awarded to the bidders on the basis of total experience (in years) in the following manner:

S. No	Discipline	Experience				Marks			
		>15 years	>10-15 years	>5-10 years	<5 years	>15 years-80 marks	>10-15 years-56 marks	>5-10 years-40 marks	<5 years-0 marks
1.	Team Leader	>15 years	>10-15 years	>5-10 years	<5 years	>15 years-80 marks	>10-15 years-56 marks	>5-10 years-40 marks	<5 years-0 marks
2	Finance Expert	>5 years	>3-5 years	>1-3 years	<1 years	>5years-60 marks	>3-5 years-42 marks	>1-3 years- 30 marks	<1 years-0 marks
3	Architect	>10 years	>5-10 years	>3-5 years	<3 years	>10 years-60 marks	>5-10 years-42 marks	>3- 5 years- 30 marks	<3 years-0 marks

Authorized Signatory:

Company:

ANNEXURE-7.4:: TURNOVER DURING THE LAST 5 YEARS

Max. Marks = 100

<i>Turnover*</i>	<i>Marks</i>
Highest Turnover	100
Second Highest Turnover	80
Third Highest Turnover	60
Fourth Highest Turnover	40
Fifth Highest Turnover	20
Other Bidders	0

*Turnover means the consultancy fee earned through the preparation of Detailed Project Reports (DPR)/ Feasibility Study Reports/ Market Survey/ Consultancy works during the financial year. The turnover for the purpose of evaluation shall be awarded on the basis of average turnover achieved in the last 5 years as per certificate to be issued by a Chartered Accountant.

Note:

- Attach a copy of certificate issued by the Chartered Accountant indicating therein the year wise turnover for the last 5 years and also the average turnover for the said period
- Marks shall be awarded only if the certificate containing the above details/ figures issued by a Chartered Accountant is enclosed with the technical bid

Authorized Signatory:

Company:

ANNEXURE-7.5: PROFIT & LOSS DURING THE LAST 5 YEARS

Maximum Marks = 100

CRITERIA FOR AWARD OF MARKS ARE GIVEN AS UNDER: -

S.No.	Net Profit/Loss	Marks
1.	Highest Net Profit	100
2.	Second highest Net Profit	80
3.	Third highest Net Profit	60
4.	Fourth highest Net Profit	40
5.	Fifth highest Net Profit	20
6.	Others bidders including those with Loss	0

- Attach a copy of certificate issued by the Chartered Accountant indicating therein the year wise net profit / loss for the last 5 years and also the average net profit/ loss for the said period.
- Average net profit/loss during the last 5 years shall be considered for the purpose of evaluation
- Marks shall be awarded only if the certificate containing the above details/ figures issued by a Chartered Accountant is enclosed with the technical bid

Authorized Signatory:

Company:

ANNEXURE-7.6:: DETAILS OF PERSONNEL AVAILABLE WITH THE ORGANIZATION

S. No.	Man Power Strength in the area	No of Personnel available with the Organization
1.	Team Leader	
2.	Finance Expert	
3.	Architect	
4.	Civil Engineer	
5.	Electrical Engineer	
Total		

Note: Above details are required for information. No marks will be awarded

Authorized Signatory:

Company

8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they submit conditional offer or if they modify any terms & condition of the Terms of Reference (ToR).
9. NSIC does not bind itself to accept lowest or any other offer and reserves the right to reject lowest or any or all offers without assigning any reasons whatsoever. Decision of NSIC shall be final and binding on all the bidders.
10. NSIC further reserves the right to cancel the bidding process at any time prior to award of work without thereby incurring any liability to the affected bidder or bidders on account of NSIC's such action.

11. Site Visit

The bidders are advised to visit and examine the site and its surroundings and obtain for themselves at their own responsibility, all information that may be necessary for preparing the bid. The cost of any such visit shall be entirely at the bidder's own expenses.

12. Responsibilities of NTSC, Rajkot

NTSC, Rajkot would make available to the bidders the relevant data and the information on its existing set up, infrastructure and other details as may be required by the consultant for conducting the proposed study.

13. Validity

- 13.1 Offers shall remain valid and open for acceptance for a period of 120 days from the date of opening of the bid. No modifications in the terms and conditions of the offer would be acceptable.
- 13.2 In case of any bidder revoking/ withdrawing or canceling his bid or varying any terms in regard thereof without the consent of NSIC in writing, NSIC shall forfeit the EMD paid by him along with their bid without giving any notice.
- 13.3 In exceptional circumstances, prior to expiry of the original validity period, NSIC may request the bidder for specified extension in the period of validity. The request and the responses thereto shall be made in writing or by cable/fax/email. However, the bidder agreeing to the request will neither be required nor be permitted to modify his offer.

14. Opening of Bids

14.1 Envelope-I marked Technical Bid shall be opened at **15:30 hrs.** on **23.01.2023** in the presence of the representative who choose to be present.

14.2 Envelope-II marked Finance Bid of technically qualified bidder only shall be opened at a later date to be intimated to the qualified bidders.

15. Award of Work

15.1 NSIC will award the work to the bidder who meets the eligibility criteria as mentioned at Para 6 above and who has quoted the lowest Fees in the Anneuxure-7.7 provided further that the bidder has the capability and resources to carry out the work effectively. Offers of the bidders, who have not been found to meet the qualification criteria on the basis of the documents submitted to NSIC, will be rejected. (Also refer conditions listed at para 8 and 9 above).

15.2 Time is essence of the contract. The consultant has to complete the work within the schedule time as stated in the offer at para 17 below.

15.3 It will be obligatory on the part of the bidders to sign the ToR documents for all the components & parts. After the work is awarded, the successful bidder (consultant) will have to enter into an agreement on proforma to be provided by the NSIC for work awarded, on a non-judicial stamp paper of requisite value at his own cost within fifteen (15) days from date of issuance of work order.

16 General

16.1 The consultant's operations and proceeding in connection with the work shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force. The bidders/consultant shall further observe and comply with the laws/ bye-laws and regulations of the Govt. of India & State Govt. and Municipal and other authorities having jurisdiction over area involved in connection with the work or site and over operations such as those as carried out by the bidders. The consultant shall give all notices required by such bye-laws and regulations. The hospital and medical regulation in force for the time being shall also be complied with by the consultant and his /their workmen.

16.2 The successful bidder/consultant shall deposit 5% of the total contract fee towards the security deposit after adjusting the EMD already with NSIC within ten (10) days of issuance of work order. The Security Deposit shall be refunded to the consultant without any interest after one month of successful completion of the work.

- 16.3 Any modification/ corrigendum of this ToR document shall be displayed on our website only. Bidders are therefore requested to visit the related section of the website on regular basis till the due date of issue of tenders/ ToR to view any modification/ corrigendum issued in this regard.

17 Time Schedule

The stipulated date of commencement of this work shall be deemed from the 10th day of issuance of work order.

The entire work shall be completed as per the following reporting schedule from the 10th day of issuance of work order:

End of 8th Week* : First draft report as per scope of work mentioned at Para 4 above. First presentation to NSIC of the findings.

End of 10th Week* : Second draft report with all items of the scope of work. Second presentation to NSIC of the findings.

End of 12th Week*: Final Report.

(*The above timelines are to be worked out from the 10th day of issuance of work order)

18 Deliverables

The final deliverable shall be a report (Final Report) that contains the following. This should be strictly in accordance with the "Scope of Work" as out lined at para 4 above:

- A report on the present status, potential for development and requirements of MSMEs/ IT or ITES in the region.
- Architectural Floor Plans, Elevations and the layout for the proposed project, taking into account the FAR and coverage allowed in the targeted area.
- Preliminary cost estimate of the project based on latest CPWD Delhi Plinth Area Rates and CPWD Plinth Area Rates for Specialized E&M Works with applicable cost index (as applicable) and cost of demolition/ location/ rehabilitation of existing infrastructure, if any based on current prices
- Project Implementation Schedule in the form of a PERT chart.
- A copy of the applicable building bye-laws issued by the concerned local authority.
- Estimate of annual revenue, based on prevailing/acceptable prices.

- Estimate of running costs.
- Profitability analysis for next ten years. The profitability statement will clearly indicate the different components/basis considered while working out the profitability, revenue and expenditure under various heads e.g. running expenses, maintenance charges, housekeeping, security, municipal taxes, electricity, water etc.
- Break-even point.
- Pay-back period.
- Internal Rate of Return (IRR)
- Sensitivity analysis.
- Debt Service Coverage Ratio (DSCR)
- A self-sustaining financial model and revenue forecast for the development.

19 Reports and Presentations

The reports and presentations include the following:

- 19.1 First Draft Report, First Presentation, Second Draft Report, Second Presentation, Final Report at NSIC Head Office, New Delhi and Updated Final Report, Final Presentation. During all the above presentations, the key personnel including the team leader, finance expert and architect shall be present. In addition to above, NSIC may also have separate meetings with any/ all the above key personnel for seeking clarifications/ discussions etc. for which the consultant shall make themselves available.
- 19.2 All reports and presentations shall be delivered as per the reporting schedule mentioned in para 17 above. Any delay in submission of the reports or the presentations without due approval of NSIC shall attract a penalty of 2% of the contract sum per week, but shall not exceed 10% of the total contract amount.
- 19.3 Two copies of all draft reports along with the first & second presentation printouts shall be submitted along with all electronic files (in editable format) on five CDs/pen drive and four copies of the final report along with the final presentation printouts shall be submitted along with all the electronic files (in editable format) on ten CDs. The CDs/pen drive should be properly indexed and a catalogue giving contents of all CDs/pen drive shall be attached with the CDs/pen drive.

20 Payments:

- 20.1 20% of the contract amount shall be paid upon completion of the first presentation (including submission of the first draft report) to NSIC.
- 20.2 50% of the contract amount shall be paid upon completion of the draft final report (including submission of the second draft report and the second presentation) to NSIC.
- 20.3 30% of the contract amount shall be paid upon approval of the final report by the concerned authorities (including presentation at NSIC H.O. and submission of updated final report).

Any payment under the contract shall be released after verification and certification by the Officer-in-charge of NSIC.

21 Cancellation of Contract in Full or in Part:

If the Consultant:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the NSIC; or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the NSIC; or
- c. Fails to complete the works or items of work on or before the time schedule of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the NSIC; or
- d. Violates any of the terms and conditions stipulated in this work.
- e. Enters into a contract with the NSIC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment there have previously been disclosed in writing to the Accepting Authority/ NSIC; or
- f. Offers or gives or agrees to give to any person in NSIC's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the NSIC; or
- g. Being an individual or any of its partner (in case the Consultant is a partnership firm) at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation

- for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement to benefit of his creditors or purport to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- h. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
 - i. Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.

The NSIC may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the NSIC by written notice cancel the contract as a whole or in part as it may deem appropriate and execute the work at the risk and cost of the consultant after giving a written notice. The liability of the consultant on account of loss or damage suffered by the NSIC because of action under this clause shall not exceed 10% of the awarded value of the work.

In case of such course being adopted by NSIC, the EMD, security deposit and any other dues of the consultant shall be forfeited by NSIC.

In the event of above course being adopted by NSIC, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having incurred any expenditure for performance of the contract or entered into any engagements or made any advance on any account or with a view to execute/perform the contract. Further, the consultant shall not be eligible for participating in the re-tendering process, if initiated by NSIC for completion of the work.

22 Other terms and Conditions

- 22.1 Time extension for completion of the work or for the submission of the reports or presentations shall be granted by NSIC in writing at the written request of the consultant only for factors beyond the control of the consultant.
- 22.2 NSIC shall not pay any extra amount for any escalation in the cost of the assignment even if the time extension for completion of the work is granted.
- 22.3 Applicable taxes shall be deducted by NSIC from all payments.

- 22.4 If the Consultant commits default in commencing the execution of the work as aforesaid, NSIC shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- 22.5 If the performance of the consultant during the work is found to be unsatisfactory, the work may be terminated and the amount already paid to the consultant shall be recovered.
- 22.6 All the expenditure incurred by the consultant for preparing the Feasibility Study shall be borne by the Consultant and no additional claim on this account of any kind shall be admissible.

23 Confidentiality

The draft reports, presentations, final reports, all findings, research and the contents thereof shall be the intellectual property of NSIC and shall not be published, shared with the others, or used for any other purpose by the consultant without prior approval of NSIC. All these materials (Hard copy as well as soft copy) should be handed over by the consultant to NSIC immediately after completion of the work by the consultant.

24 Conflict of Interest:

The consultant shall not receive any remuneration in connection with the work except as provided in the contract. The consultant shall not engage in consulting activities that conflict with the interest of NSIC under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the work other than a continuation of the "Services" under the ongoing contract. It shall be a requirement of this consultancy contract that the consultant shall provide professional, objective and impartial advice and at all times hold the NSIC's interests paramount, without any consideration for future work, and that in providing advice they shall avoid conflicts with other works and their own corporate interests. The services of a Consultant shall not be hired for any assignment/work that would be in conflict with their prior or current obligations to other clients, or that may place him in a position of being unable to carry out the work in the best interest of NSIC.

25 Assignment:

The consultant shall not assign to any one, in whole or in part, its obligations to perform under the ToR/Contract, except with prior written consent to NSIC.

26 Indemnity:

The consultant agrees to indemnify, defend and hold harmless the NSIC, its Officers, employees against any losses, claims, damages, liabilities, costs, expenses (collectively, "Losses") to which the NSIC become subject, in so far as

such losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of Contract or (ii) the failure by the Consultant to fulfil any contract/covenant or condition of the Contract or (iii) any claim or proceeding by any third party against the NSIC arising out any act, deed or omission by the Consultant.

27 Arbitration and Laws

- a) If any dispute arises between the parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.
- b) In the event of amicable settlement not being reached, the matter will be referred to a Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The said Sole Arbitrator shall be appointed by the Chairman-cum-Managing Director of NSIC. The decision of the Arbitrator shall be final and binding on both the parties.
- c) The venue or arbitration shall be Delhi.
- d) The arbitrator shall give reasoned award.
- e) The arbitration shall be conducted in the English language.
- f) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
- g) Cost of arbitration shall be equally shared between the consultant and NSIC.
- h) The Indian laws shall govern this contract for the time being in force. The courts at New Delhi/ Delhi only shall have the jurisdiction.

LETTER OF SUBMISSION OF OFFER

(TO BE TYPED BY THE BIDDER ON THEIR FIRM'S LETTER HEAD)

To:

Name of the work: _____

Ref : Offer No. _____

Dear Sir,

1. Having read and examined the conditions incorporated in the offer document for the execution of the above named work and having visited and examined the site of the said work, I/We the undersigned, offer my consultancy for the sum as indicated in the offer.
2. I/ We undertake that all the information/ documents submitted by me/ us in this offer are correct and true to the best of my/ our knowledge and that no effort has been made by me/ us to conceal or misrepresent any fact while submitting this offer to you.
3. If this offer is accepted, I/We undertake to commence the work within 10 days of issue of the Letter of Award/ Work Order for the work and further undertake to complete and deliver the whole of the works comprised in the contract within 8 weeks from the date of issue of Letter of Award.
4. I/We agree to abide by this offer for a period of 120 days from the date of opening of the bid/or such extended period as may be mutually agreed and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the ToR which are not acceptable to the NSIC, I/We agree that the NSIC shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this ToR be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document.
6. We understand that you are not bound to accept the lowest or any offer you may receive.
7. Name of the Director/ Partner/ Member of the firm authorized to sign

Name of the person having power of attorney to sign the contract (**Certified true copy of the Power of Attorney/Board Resolution should be attached as per Format-1/1A**)

8. Correspondence address of the Bidder:-

(The bidder should write his address and other details below at which the correspondence/ communication shall be made regarding this offer. In case of any change in the address/ communication details provided below, Bidder has to inform NSIC immediately).

a) **Correspondence Address:-** _____

b) **Telephone No. (along with STD Code):-** _____

c) **Fax No. :-** _____

d) **Name of Contact Person:-** _____

e) **Mobile No.:-** _____

f) **Email ID:**_____

All the correspondence may be made by NSIC at the above provided address/phone/Fax numbers/Email ID only.

Yours faithfully,

Signature(s) of the bidder(s)

Permanent address

Local address

(The bidder is to fill up the blanks in the above form before signing and submitting the offer.)

FINANCIAL BID

I/We hereby agree to render consultancy services for Preparation of Feasibility Study Report for Utilization of Vacant Land at NSIC Technical Services Centre (NTSC), Aji Industrial Estate, Bhavnagar Road, Rajkot – 360 003 as per the scope of work defined in the offer and also agree to abide by all the terms and conditions put forth in the said document enclosed and my/our consultancy fee for the above work will be Rs. _____ (Rupees..... only) plus GST as applicable as lump sum fee. The above fee shall remain firm till the completion of the work in all respect and shall be valid as per clause no. 13 of the ToR.

(Authorized signatory along with seal)

Note: The financial bid is to be submitted in the sealed Envelope-II marked as “Financial Bid” and not with the Envelope-I (i.e. Technical Bid)

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application / proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with NSIC or any other Government Agency or any person, in connection with the work until culmination of the process of bidding, till the Contract Agreement is entered into with NSIC and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20__

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of *All the partners of the firm, * Authorized Signatory for the Company)
(* *Strike out whichever is not applicable*)

Seal of firm/ Company

Witness 1: Witness 2:

Name:

Address:

Occupation:

Name:

Address:

Occupation:

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORMAT OF BOARD RESOLUTION TO AUTHORISED SIGNATORY

BOARD RESOLUTION

(To be executed on Letter Head of the Binding Company)

No. _____ Dated: - _____

We, M/s _____ (Name of the company with address of the registered office) in the meeting of the Board dated _____ at the _____ (Registered office of the Company Address), resolved to authorize Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____ and whose signature is given below as our Authorized Representative/Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to for feasibility study for utilization of vacant land at NTSC Rajkot including signing and submission of application/proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with NSIC in connection with the work until culmination of the process of bidding, till the contract is entered into with NSIC and thereafter till the expiry of the contract.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Authorized Representative/Attorney pursuant to this Board Resolution and that all acts, deeds and things done by aforesaid Authorized Representative/Attorney shall always be deemed to have done by us.

For and on behalf of the Company

(Authorized Signatory)

(Signature and name of Authorized Representative/Attorney)

Dated this _____ day of _____ 20_____