

**The National Small Industries Corporation Ltd.  
“NSIC Bhawan” Okhla Industrial Estate  
New Delhi-110020**

**Tender Document**

**For**

**Conducting Study to find out Technology gap in foundry sector & to suggest cost effective appropriate technologies for improving quality of foundry products of MSME of Batala Foundry Cluster**

Last date of receipt of tender : 06.08.2012  
(Latest by 15.00 hrs)

Date of opening of Technical Bid : 08.08.2012  
(15.00 hrs)

Date of opening of Price Bid : 08.08.2012  
(16.00 hrs)

**(Sanjay Rautela)  
DGM (Technology)**

**The National Small Industries Corporation Ltd.  
(A Government of India Enterprise)  
“NSIC Bhawan” Okhla Industrial Estate  
New Delhi-110020**

Ref. No. SIC/HO/TECH/STUDY/2012-13

Dated:

**INDEX OF TENDER DOCUMENTS**

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**NSIC**  
ISO 9001:2008

**The National Small Industries Corporation Ltd.  
“NSIC Bhawan”, Okhla Industrial Estate  
New Delhi-110020**

No. SIC/HO/TECH/STUDY/2012-13

Dated:20-7-2012

M/s -----  
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**Sub: Invitation for conducting Study to find out technology gap in foundry sector & to suggest cost effective appropriate technologies for improving quality of foundry products of MSME of Batala Foundry Cluster.**

National Small Industries Corporation Ltd (NSIC) is a Government of India Enterprise under the administrative control of Ministry of MSME working for promotion of Micro, Small & Medium Enterprises (MSME).

NSIC intends to conduct a study to find out technology gap in foundry sector & to suggest cost effective appropriate technologies for improving quality of foundry products of MSMEs of Batala Foundry Cluster as stated in Terms of Reference (TOR). A copy of the Terms of Reference along with following documents is attached for your reference:

- (i) Standard form of certificates (i.e Annexure A, B, B1) to be included in the technical proposal and Annexure C in the financial proposal.
- (ii) Standard form of agreement to be executed with the agency to which the work will be awarded.

In this regard sealed quotations are invited on two bid system (i.e. Technical proposal and financial proposal) from Government / Semi-Government / Autonomous Bodies / reputed professional agencies / Institutions having experience of conducting study / survey.

**Earnest Money Deposit of Rs 10,000/- will have to be submitted by the participating agency in the form of DD and will only be returned after selection of final bidder**

**Eligibility Criteria: The bidders must have experience of conducting at least two similar studies of Rs. 4.0 lac each).**

**Request for Proposal (RFP) should contain quotations in two separate sealed envelopes (marked as ‘Technical Proposal’ and ‘Financial Proposal’) should be addressed to the Dy. General Manager (Technology), superscribing as ‘Quotation to conduct the study to find out technology gap in foundry sector & to suggest cost effective appropriate technologies for improving quality of foundry products of MSMEs Batala Foundry Cluster. The quotation must reach at the following address on 06.08.2012 by 15.00 hrs.**

**Dy. General Manager (Technology)  
National Small Industries Corporation Ltd.  
(A Govt. of India Enterprise)  
NSIC Bhawan, Okhla Industrial Estate-III,  
New Delhi-110020  
Tele. No. .11-26920920, Fax-011-26910910**

NSIC reserves the right to accept or reject any or all of the quotations received in response to the above referred invitation, without explaining any reason.

## **NOTICE INVITING TENDERS**

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**Dy. General Manager (Technology)**  
**National Small Industries Corporation Ltd.**  
**(A Govt. of India Enterprise)**  
**NSIC Bhawan, Okhla Industrial Estate-III,**  
**New Delhi-110020**  
**Tele. No. .11-26920920, Fax-011-26910910**

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## Terms of Reference

### **1. Background:**

It has been observed that Batala cluster is facing some quality issues which is due to old technology being used by them. In view of constraints faced by Batala foundry cluster in meeting the challenges of high end quality casting products from foreign companies or large Indian industries, a study of technology gap that exists in Batala to help them in improving the production standards of the products from the area.

**2. Assignment:** To assess the technological requirements for the MSME units in foundry sector for meeting the challenges of high end quality casting products from foreign companies or large Indian industries.

**3. Objectives of Study:** To find out the technology gap in foundry sector & to suggest them cost effective appropriate technologies for improving quality of foundry products of MSME of Batala Foundry Cluster.

### **4. Scope of Assignment:**

- Identification of technological gap in the foundry sector so as to square the challenges imposed by large Indian industries or foreign companies.
- Suggesting the suitable cost effective technology to help the sector to improve the efficiency of their operation and overall quality of the products.
- Suggestions for improving energy efficiency in the sector.
- To find out mechanism to minimize environmental pollution in the sector.
- Analysis of technical gap in foundry sector of Batala cluster.

### **5. Methodology:**

- Preparation of standard questionnaire in consultation with NSIC.
- Distribution of questionnaire to MSMEs in the sector.
- Obtaining of questionnaire duly filled in by the units. However, the sample size of the study should be at least 50 units.
- Personal discussion and interviews with the MSMEs, Institutional buyers and other stakeholders.
- Identification of Technological gaps in foundry sector based on the survey.
- To find out suitable technology (cost effective) to bridge the gap.

- Analyzing the data so received and evaluating the same in terms of objectives of the scheme.
- Preparation and submission of the draft report.
- Submission of final report.

**6. Time Schedule and Reports:** The study is to be completed within 8 weeks from the date of award of assignment. It is expected that the following assignment schedule for reporting may be adhered to:

Sl.No.	Project Activity	Weeks							
		1	2	3	4	5	6	7	8
1.	Desk Research & Finalization of questionnaire in consultation with NSIC	√							
2.	Field Survey & Data Analysis		√	√					
3.	Identification of Technology gap			√	√				
4.	Identification of suitable technology to bridge the gap				√	√			
5.	Selection of cost effective technology						√		
6.	Submission of draft report							√	
7.	Report Finalisation								√

**6.1 Time Schedule:** The Assignment is to be complete in 3 stages as described below:

**Phase-I. (0-1 weeks):** Desk research related to foundry sector & identification of the technologies used by Indian MSMEs in the sector consuming different types of fuels/energy and preparation of questionnaire.

**Phase II (2-6 weeks):** During this phase, field survey by way of interacting through personal visits, interviews, meetings with the stake holders is to be made. Feedback is to be obtained by way of Questionnaires. The analysis of the data is also to be completed in terms of the objectives of the study and accordingly Technology gap & possible technology to bridge the gap is to be Identified & Selection of cost effective technology is to be carried out.

Phase III (7-8 weeks): Draft report is to be prepared and submitted to NSIC for its comments. On the basis of comments of NSIC on the draft report, the final report is to be prepared and submitted.

#### **6.2 Reports:**

Draft report (2 copies) is to be submitted within 7 weeks from the date of award of assignment. Thereafter the final report (5 copies along with 2 CD's) is to be submitted within 7 days from the date of approval of draft report from NSIC.

#### **6.3 Penalty:**

Any delay in submission of report will attract a penalty of 5% of the contract value per week subject to maximum of 25% of the amount of contract.

#### **7. Payment:**

- 20% payment will be made to the agency on submission of first draft report.
- 30% of the contact value shall be paid upon completion of final draft report.
- Balance 50% payment will be released to the agency on acceptance of final report.

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

1. The assignment should be completed within the time stipulated in the award letter. Delay in submission of the report beyond the stipulated time will attract penalty as stipulated above. For factors beyond the control of the agency, suitable extension in time may, however, be granted at the written request of the agency. However the decision of NSIC shall be final and binding on the consultant.
2. The total fee for the study to be quoted by the agency will include service tax and any other taxes if any and any other expenses to be incurred during the course of conducting the survey. The liability of payment of the tax will be of the agency conducting the study.
3. The draft/final reports and the contents thereof would be the intellectual property of NSIC and would not be published by the agency concerned without prior approval of NSIC.
4. If the performance of the agency during the currency of the study is not found to be satisfactory, the award of the assignment can be terminated and the amount already paid to the agency will be recovered.
5. The raw data/processed data/findings should not be disclosed by the agency to any third party without prior approval of NSIC.
6. **Earnest Money Deposit of Rs 10,000/- will have to be submitted by the participating agency in the form of DD Payable to NSIC at Delhi and will only be returned after selection of final bidder.**
7. The validity of the quotations including charges for the study must be for at least six months from the date of tender opening.

**Annexure A****CONSULTANT'S ORGANISATION AND EXPERIENCE****A – Consultant's Organisation**

[Provide here a brief note (not more than two pages) description of the background and organisation of your entity and each associate, if any, for this assignment.]

**B – Consultant's Experience**

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

**1. Assignment name :  
value of the contract (in Rs.)**

Country :  
Location within country :  
Name of client :  
Address :  
Start date (month/year) :  
Completion date (month/year) :

**2. Assignment name :  
value of the contract (in Rs.)**

Country :  
Location within country :  
Name of client :  
Address :  
Start date (month/year) :  
Completion date (month/year) :

Name of associated Consultants, if any: Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Firm's

Name: \_\_\_\_\_



**Note:-**

1. The bidder should submit the details of at least two similar nature of satisfactory completed work as per the format above. In support of having completed these works, the bidder should submit the attested copies of the completion certificates from the owner.
2. Attested copies of Service Tax Registration No. and PAN No.
3. Copies of income tax return for the last two financial years.
4. TDS certificate is sub part of payment received towards the study conducted.

**Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:**

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement at above.
- Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion, litigation history or financial failure etc.
- Their business banned by any central / state govt., departments / public sector undertakings or enterprises of central / state govt.
- Not submitted all the supporting documents or not furnish the relevant details as per the prescribed format.
- Conceal any information required to be furnished as per the offer conditions or make misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- No condition / deviation which is either additional or in modification of the offer conditions shall be included in the offer. If the offer contains any such condition or deviation from proposed condition, the offer is liable to be rejected.
- Record of adverse performance of the bidder such as termination of contract awarded to him and completion of balance works at his risk and cost / banning of business with the bidder by any of the central / state govt., departments / public sector undertakings or enterprises of central / state govt. will weigh against the qualification of the bidder for the award of the contract and may lead to rejection of the offer.
- 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 the entire bidders.
- NSIC further reserves the right to cancel the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders on account of NSIC's such action.

**Annexure B**

**I General Description of Team**

<b>Sr. No.</b>	<b>Name of Team Leader &amp; Staff</b>	<b>Position</b>	<b>Input (Staff-months)</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

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

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

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

**3. Name of Staff** [Insert full name]:

**4. Date of Birth:**

**Nationality:**

**5. Education:**[Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

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**6. Membership of Professional Associations:**

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**7. Publications** (Indicate books, research papers and other articles published in reputed journals).

**8. Other Training(s)** : [Indicate significant training since degrees under point 5 – Education were obtained]:

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

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

From [Year]:\_\_\_\_\_ To [Year]:\_\_\_\_\_

Employer:\_\_\_\_\_

Positions held:\_\_\_\_\_

**11. Detailed Tasks Assigned**

[List all tasks to be performed under this assignment]

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

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

Name of assignment or project\_\_\_\_\_

Year\_\_\_\_\_

Location\_\_\_\_\_

Client\_\_\_\_\_

Main project features:\_\_\_\_\_

Positions held:\_\_\_\_\_

Activities performed:\_\_\_\_\_

**13. Certification:**

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

Date:\_\_\_\_\_

\_\_\_\_\_  
[Signature of staff member or authorized representative of the staff]

Day/Month/Year

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

**CONSULTANT'S FINANCIAL PROPOSAL**

(a) Cost of the Study/Survey/Research Paper : Rs

(b) Service Tax : Rs.

(c) Total Cost (a+b) : Rs.

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

## AGREEMENT

THIS AGREEMENT is entered into this ..... between the National Small Industries Corporation Ltd. (NSIC) (a Government of India Enterprise) having its principal place of business at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 and .....("the Consultant") having its principal office located at ..... acting through shri .

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

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

NOW, THEREFORE, THE PARTIES hereby agree as follows:

1. **Services:** (i) The Consultant shall perform the assignment specified in "Terms of Reference and Scope of Assignment," which is an integral part of this Agreement (the "Assignment").  
(ii) The Consultant shall provide the details of personnel listed in Annex B, "Consultant's Personnel," to perform the Assignment.  
(iii) The Consultant shall submit to the NSIC the reports in the form and numbers and within the time periods specified in clause no 6 & 7 of TOR.
2. **Term** The Consultant shall perform the Assignment within seven weeks 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 as indicated in clause 12 of this agreement.

### 3. Payment

#### A. Ceiling

For the Assignment, the NSIC 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:

- 20% payment will be made to the agency on submission of first draft report.
- 30% of the contact value shall be paid upon submission of draft final report.
- Balance 50% payment will be released to the agency on acceptance of final report.

## **C. Payment Conditions**

- (i) Payment will be made as per Clause "B" Above on receipt of draft report from Consultant and acceptable to the NSIC.
- (ii) Final payment shall be made not later than 6 weeks, following submission by the Consultant of complete invoices in duplicate to the NSIC whichever is later.

**4. Project Administration Coordinator:** The NSIC designates Shri ..... as the NSIC's Coordinator; for this Assignment. The Coordinator will be responsible for the coordination of activities under this Agreement, for acceptance and approval of the reports and of other deliverables by the NSIC and for receiving and approving invoices for the payment.

## **5. Performance Standards**

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

## **6. Confidentiality**

The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the NSIC's business or operations without the prior written consent of the NSIC.

## **7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the NSIC under the Agreement shall belong to and remain the property of the NSIC. 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 NSIC'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 to an arbitrator nominated by the Chairman cum Managing Director, NSIC Provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. Courts in Delhi shall have jurisdiction in the matter.

## 11. Events of Default

- (i) Delay in furnishing of any report within the period mentioned for in clause no 6.2 & 6.3 of TOR. Provided that there shall not be default for the period of Force Majure and delays solely attributable to the NSIC.
- (ii) Any report being non-acceptable to the NSIC 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 NSIC may terminate this Agreement and claim refund of any money paid and refuse to make any more payment.
- (ii) In case of default being limited to delay only, the NSIC, may in the alternative, claim the agreed liquidated damages @ 5% of the amount of contract for every week of delay, not exceeding in any case 25% of the amount of contract. The amount of liquidated damages shall be withheld and/or recovered from the payment to be made to the Consultant.

## 13. Force Majure

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

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

## 14. Notice

The address of the Parties for all communication is :

NSIC : National Small Industries Corporation Ltd.

NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020

Consultant :

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

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



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

For and on behalf of the

The National Small Industries  
Corporation Ltd.

FOR

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

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

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

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

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

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