

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

**Tender Document**

**For**

**Conducting Study for Technology Gap Assessment in  
Packaging techniques in MSME sector and to suggest  
remedial measures for corrective action**

Last date of receipt of tender : 04.09.2013  
(Latest by 15.00 hrs)

Date of opening of Technical Bid : 06.09.2013  
(15.00 hrs)

Date of opening of Price Bid : 13.09.2013  
(16.00 hrs)

**(K. Ravindranathan)  
DGM (BD/Exhibition)**

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

Ref. No. SIC/HO/BD/PKG.STUDY/2013-14

Dated: 26-08-2013

**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/BD/PKG.STUDY/2013-14

Dated: 26-08-2013

M/s -----  
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**Sub: Invitation for Conducting Study for Technology Gap Assessment in Packaging techniques in MSME sector and to suggest remedial measures for corrective action.**

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 for Technology Gap Assessment in Packaging techniques in MSME sector and to suggest remedial measures for corrective action 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 and acceptance of the offer by the final bidder.**

**Eligibility Criteria: The bidders must submit two complete sets of studies of minimum Rs. 4.0 lac each alongwith corresponding Completion Certificates /TDS Certificates.**

**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 (BD/Exhibition), superscribing as ‘Quotation to conduct the study for Technology Gap Assessment in Packaging techniques in MSME sector and to suggest remedial measures for corrective action’. The quotation must reach the following address on 04.09.2013 by 15.00 hrs.**

**Dy. General Manager (BD/Exhibition)  
National Small Industries Corporation Ltd.  
(A Govt. of India Enterprise)  
NSIC Bhawan, Okhla Industrial Estate-III,  
New Delhi-110020  
Tel. No. 011-26927905, Fax-011-26928195**

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

## **NOTICE INVITING TENDERS**

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## TERMS OF REFERENCE

1. **Objective of the Study:** Technology Gap assessment in Packaging Techniques in MSME sector and to suggest remedial measures for corrective action.

2. **Scope of Assignment:**

- Carrying out a SWOT analysis of MSMEs in Indian packaging industry.
- Identification of clusters and manufacturing hubs for the said industry.
- Identification of factors affecting growth of Packaging Industry.
- Identify the technology gaps in the packaging techniques in MSME sector.
- Identification of emerging technologies & new cost effective solutions in packaging.
- Suggest possible remedial measures for corrective action.

3. **Methodology:**

- Collection of secondary data using search engines, directories, reports, magazines, newspapers, journals etc.
- Collection of data from related Associations, Institutions Etc.
- Identifying and visiting clusters and manufacturing hubs of the said industry and collecting primary data through questionnaires by way of personal interaction with concerned persons.
- A minimum sample size of 100 units on an all India basis needs to be ensured.
- Analyzing the data so received and evaluating the same in terms of objectives of the study as mentioned above.
- Suggest remedial measures for upgradation of packaging techniques.
- Preparation and submission of the draft report.
- Submission of final report.

4. **Report and Time Schedule:**

The study is to be completed within 10 weeks from the date of award of assignment. It is expected that the following assignment schedule for reporting will be adhered to:-

S. No.	Project Activity	Weeks									
		1	2	3	4	5	6	7	8	9	10
1	Finalization of questionnaire/ Secondary data collection	√	√								
2	Field survey			√	√	√	√				
3.	Data Analysis							√	√		
4.	Submission of draft report comprising of findings, suggestions & remedial measures for corrective action									√	
5.	Submission of Final Report										√

## **5. Time schedule:**

The assignment is to be completed in 3 stages as described below:

Phase I (First 2 weeks): Desk research related to collection of secondary data using search engines, directories, reports, magazines, newspapers, journals etc. and preparation/ finalization of questionnaire.

Phase II (3<sup>rd</sup> -9<sup>th</sup> week): During this phase, field Survey to be carried out by way of interaction through personal visits, interviews, meetings preferably with the owner of MSMEs is to be made, in order to gather data. The analysis of the data is also to be completed in terms of the objectives of the study and accordingly draft report is to be prepared and submitted to NSIC for its comments. A PowerPoint presentation also needs to be submitted to NSIC/Ministry of MSME.

Phase III (10<sup>th</sup> week): On the basis of comments of NSIC on the draft report the final report is to be prepared and submitted.

## **6. Deliverables:**

- a. 2 copies of draft report to be submitted within nine weeks from the date of assignment of work.
- b. 5 copies of final report along with soft copy within 10 weeks from the date of assignment of work.

## **7. Data to be provided by NSIC:**

The following data will be provided to the agency at the time of conducting the survey:

- a. List of NSIC offices all over India.

## **8. Penalty:**

Any delay in submission of report by the agency (unless a written permission is accorded by NSIC) will attract a penalty of 5% of the contract value per week subject to a maximum of 25% of the amount of the contract.

## **9. Payment:**

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

## **10. Other Terms & Conditions:**

1. The assignment should be completed within the stipulated time in the award letter. Delay in submission of the report beyond the stipulated time will attract penalty as mentioned 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 agency.
2. The total fee for the study to be quoted by the agency will include service tax and other taxes, if any and all other expenses to be incurred during the course of conducting the survey. The liability of payment of the tax shall 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 concerned agency without prior approval of NSIC.
4. If the performance of the agency during the conduct 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 shall 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 (EMD) of Rs. 10,000/- in the form of Demand Draft in favour of NSIC will have to be submitted by each tender participating agency along with technical bid. However, NSIC registered units will be exempted from EMD.
7. The validity of the quotations including charges for the study must be for atleast six months from the date of tender opening.

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

**A – Consultant's Organization**

[Provide here a brief note (not more than two pages) description of the background and organization 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 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/Corresponding TDS Certificates.
2. Attested copies of Service Tax Registration No. and PAN No.
3. Copies of income tax return for the last two financial years.

\* The Corporation reserves the right to relax the above conditions depending upon the response from the bidders.



**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.

**General Description of Team**

<b>S. 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 was 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 4, 5 & 6 of TOR.

**2. Term:** The Consultant shall perform the Assignment within ten 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 of 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 5 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 4, 5 & 6 of TOR, provided that there shall not be default for the period of Force Majeure 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 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:  
NSIC:

Exhibition/BD Division  
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 \_\_\_\_\_