

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

Tender Document

For

**Conducting Study to assess the impact of
Chinese imports on MSMEs in Toy industry and to
suggest remedial measures for corrective action**

Last date of receipt of tender	:	07.06.2013 (Latest by 15.00 hrs)
Date of opening of Technical Bid	:	10.06.2013 (15.00 hrs)
Date of opening of Price Bid	:	10.06.2013 (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/STUDY/2013-14

Dated: 16-05-2013

INDEX OF TENDER DOCUMENTS

S. No.	DESCRIPTION	PAGE NO.
1.	Letter inviting bidders	2
2.	Notice inviting Tenders	3
3.	Term of Reference	4-7
4.	Consultant's Organization & Experience	8-12
5.	Consultant's Financial Proposal	13
6.	Agreement	14-17

NSIC
ISO 9001:2008

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

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

Dated: 16-05-2013

M/s -----

Sub: Invitation for conducting Study to assess the impact of Chinese imports on MSMEs in Toy industry 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 to assess the impact of Chinese imports on MSMEs in Toy industry 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 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 (BD/Exhibition), superscribing as ‘Quotation to conduct the study to assess the impact of Chinese imports on MSMEs in Toy industry and to suggest remedial measures for corrective action. The quotation must reach the following address on 07.06.2013 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 explaining any reason.

NOTICE INVITING TENDERS

Sub: Invitation for conducting Study to assess the impact of Chinese imports on MSMEs in Toy industry 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 to assess the impact of Chinese imports on MSMEs in Toy industry 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:

- (iii) Standard form of certificates (i.e. Annexure A, B, B1) to be included in the technical proposal and Annexure C in the financial proposal.
- (iv) 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.

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 (BD/Exhibition), superscribing as 'Quotation to conduct the study to assess the impact of Chinese imports on MSMEs in Toy industry and to suggest remedial measures for corrective action. The quotation must reach the following address on 07.06.2013 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 explaining any reason.

Terms of Reference

1. Background:

The Indian market has been flooded with cheap Chinese toys over the last few years. As per industry estimates, the Chinese have captured more than 60% of the Indian toy market. Hence, it has been decided to conduct a study to assess the impact of Chinese imports on Indian MSMEs.

2. Objectives of Study: To assess the impact of Chinese imports on MSMEs in Toy industry and to suggest remedial measures for corrective action.

3. Scope of Assignment:

- Assessing the current market share of MSMEs in the Toy industry.
- Identification of clusters and manufacturing hubs for the said industry.
- Assessing the current market share of Chinese imports for the said industry.
- Identify the technology gaps in the Indian Toy industry as compared to Chinese Toy industry.
- Carrying out a SWOT analysis of MSMEs in Indian Toy industry.
- Suggest possible remedial measures to overcome the challenge of increasing Chinese import of Toys.

4. Methodology:

- Preparation of standard questionnaire by the agency in consultation with NSIC.
- Distribution of questionnaire to MSMEs in the Toy industry.
- Obtaining of questionnaire duly filled in by the units. However, it should be ensured that the sample size of the study is at least 100 units on a Pan India basis.
- Identify the strengths, shortcomings, opportunities and threats based on the data collected from the survey.
- Analyzing the data so received and evaluating the same in terms of objectives of the study as mentioned above.
- Suggest remedial measures to overcome the challenge of increasing Chinese import of toys.
- Preparation and submission of the draft report.
- Submission of final report.

5. Time Schedule and Reports: The study is to be completed within 12 weeks from the date of award of assignment. It is expected that the following assignment schedule for reporting may be adhered to:-

S. No.	Project Activity	Weeks												
		1	2	3	4	5	6	7	8	9	10	11	12	
1	Desk research & Finalization of questionnaire in consultation with NSIC	√	√											
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													√

6. Time Schedule: The Assignment is to be completed in 3 stages as described below:

6.1 Phase I (First 2 weeks) : Desk research related to assessing the current market scenario of Indian MSMEs in Toy industry and preparation of Questionnaire.

6.2 Phase II (3rd -11th week) : During this phase, field Survey by way of interaction through personal visits, interviews, meetings preferably with the owner of registered units is to be made, obtaining feedback by way of questionnaire. 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 prepared and submitted to NSIC/Ministry of MSME.

6.3 Phase III (12th week) : On the basis of comments of NSIC on the draft report, the final report is to be prepared and submitted.

7. Deliverables:

- a. 2 copies of draft report to be submitted within ten weeks from the date of assignment of work.
- b. 5 copies of final report along with soft copy within 12 weeks from the date of assignment of work.

8. Data to be provided by NSIC:

NSIC will be providing a list of field offices of NSIC with contact details to the agency at the time of conducting the survey.

9. Penalty:

Any delay in submission of draft 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.

10. 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.

11. 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)

6. Earnest Money Deposit (EMD) of Rs. 10,000/- in the form of Demand Draft in favour of “National Small Industries Corporation Ltd.”, payable at New Delhi, 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.

(7)

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 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

General Description of Team

S. No.	Name of Team Leader & Staff	Position	Input (Staff-months)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

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

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

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

3. Name of Staff [Insert full name]:

4. Date of Birth:

Nationality:

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

6. Membership of Professional Associations:

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

8. Other Training(s): [Indicate significant training since degrees under 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 5, 6 & 7 of TOR.
2. **Term:** The Consultant shall perform the Assignment within twelve 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 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 _____