

NOTICE INVITING QUOTATIONS

Sealed Quotations are invited to provide Services under Consultancy of MSME Facilitation Centres with Department of MSME & T, Government of W. Bengal.

The Bidder should have proven track record and should also have experience in providing similar kind of services to Government Agencies. The details of the work, terms and conditions etc. can be seen at the Website www.niesbud.nic.in

The Quotations duly filled in and complete in all respect should reach the Administrative Office of NIESBUD by 1700 Hrs. on 20/09/2018.

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GENERAL TERMS & CONDITIONS

1. Definition:

The terms used shall have the following meanings:

- 1.1 The term 'Bidder' shall mean the person(s), firm or agency who offer(s) a quotation duly signed in response to the invitation to quotation issued and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or agency.
- 1.2 The term 'NIESBUD' shall mean The National Institute for Entrepreneurship and Small Business Development having its office at A-23, Sector -62,(Institutional Area) Noida-201309, U.P. and shall be deemed to include their representative, and shall include the Administrative and Executive Officers authorized to deal with all matters relating to the contract.
- 1.3 The term NIQ shall mean "Notice Inviting Quotations".

2. The Project:

The National Institute for Entrepreneurship and Small Business Development (NIESBUD) A-23, Sector 62, (Institutional Area) NOIDA, UP – 201309, entered in a MOU with Department of MSME & T, Government of W. Bengal for facilitating Consultancy Services to the MSME Facilitation Centers (hereinafter referred to as MFC) in all the districts and few sub-districts of West Bengal.

NIESBUD had successfully set up 23 MFCs earlier and subsequently was again engaged to observe the overall functioning of the MFCs, identify the challenges, bottlenecks and good practices and render viable and practical suggestions and solutions for effective and efficient functioning of the MFCs.

The objective, scope of work, responsibilities, implementation timelines, and terms for undertaking this project are as follows:

3. Objective:

The general consensus with the Department MSME & T and NIESBUD is that presently all MFCs have the prescribed infrastructure to function efficiently and most have started performing well as per their capacity and potentiality of their respective districts. However, certain issues and bottlenecks still remain and following services have to be rendered:

(i) Observation of MFC's activities and effectiveness through physical visits to all MFCs.

- a) Pinpointing the existing bottlenecks and issues and suggesting practical remedies.
- b) Identifying good practices of different MFCs and sharing with all
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(ii) Facilitation of Capacity Building Training Programs for MFC officials

- a) Revision training with the key line departments to clarify their policies and processes affecting the industries and entrepreneurs
- b) Enhancing the IT as well as training skills of MFC officials to boost their work efficiency as well as to promote entrepreneurship development programs in their districts
- c) Awareness and understanding of several central and state schemes linked to entrepreneurship development

(iii) Consultation on Digitalization of MFCs work process

- a) Creation of a digital Management Information System to automatically register all the applications through MFCs and the data would be available to the department / directorate at any point of time
- b) Any other digital enhancement for the effective and efficient functioning of MFCs

(iv) Consultation on Social Media Planning and Publicity

- a) Creation of a social media platform connecting all MFCs
- b) Regular update / posts of achievements and outstanding activities of various MFCs
- c) Inviting business associations/chambers of commerce, business groups, business students and other target groups to link with the site
- d) Enhancing and increasing viewership by constantly uploading MFCs achievements, case studies etc. and linking to the target groups

(V) Facilitation on Documentation of MFC Case Studies / Success Stories

(Vi) Any other consultancy (within the capacity of NIESBUD) suggested by the department which would enhance the effectiveness and efficiency of MFCs which would be as follows:

- i. To act as a facilitator in handholding MFCs through single window portal (Slipa Sathi) for all statutory compliances.
- ii. To organize intensive training sessions for MFCs on Export and other emerging sectors.
- iii. To visit MFCs on regular basis. To observe and have regular interaction with officials manning MFC on pertinent issues. Reports on such visits are to be submitted quarterly, so that correctional action is initiated from the Department/Directorate at the earliest.
- iv. To improve performance of MFC personnel through capacity building & entrepreneurship training programs. The key focus should be to inculcate professional working skills to make MFC environment more entrepreneurship friendly.
- v. Involving and coordinating with other line Departments in accordance to the need of MFCs.
- vi. To infuse latest knowledge on policies of GOI.
- vii. Enthusing and counseling existing and prospecting entrepreneurs at MFC level.
- viii. Tracking the progress and impediments of start-ups through regular follow-ups.
- ix. Identification of gaps in infrastructure of MFCs.
- x. Follow up on several case studies and good practices and documentation of the same.
- xi. To report the status of delivery of different services by the line Departments/Regulatory and/or Autonomous Bodies within the timeline prescribed under the provisions of the West Bengal Right to Public Services Act, 2013 by collecting feedback from the MFCs.
- xii. Maintain constant Liaison with State EoDB Cell and ensure percolation of EoDB mandate to MFC level.

4. Proposed Period of Association in MFC Project :

The Project will be implemented till 30/04/2019 in all the districts of West Bengal.

5. Proposed Implementation Partner in West Bengal for NIESBUD

A competent organization with experience of Facilitation to MSME Facilitation Centres will be selected from the NIESBUD training partners to provide implementation services for MFC Project. This organization will provide **Facilitation & Project Management** as well as required resource persons for MFC Project.

6. Instructions for submission of Quotation:

- 6.1 Every quotation shall be made out in English or Hindi. All other information will also be furnished by the Bidder in English or Hindi. Only one language shall be used in the Quotation. In case of conflict, the English version shall prevail. All amounts shall be indicated by the bidder both in words as well as in figures. Wherever there is difference in prices quoted in figures and words, corresponding amounts quoted in words shall prevail.
- 6.2 Quotations should be free from overwriting. All corrections should be duly attested by the bidders. Quotations should be signed by bidders manually in long hand by person(s) who is/are legally authorized to sign on behalf of the person(s) or firm or company quoting and in case of firm/company, quotation should bear its seal or stamp. The legal instrument of authority either in original or a certified copy thereof empowering the person(s) signing the quotation should accompany the quotation. No oral, e-mail or telephonic quotations or modifications in the quotations shall be considered under any circumstances.
- 6.3 All Bidders are requested to submit their quotations in favour of “Administrative officer, NIESBUD” and strictly as per the instructions given below. Quotations should either be submitted personally at the Office of NIESBUD, A-23, Sector - 62, (Institutional Area) Noida-201309, U.P. or sent by Registered Post to the same address so as to reach well in advance of the closing date and time.
- 6.4 The Quotations duly filled in and complete in all respect should reach the Office of NIESBUD, A-23, Sector-62, (Institutional Area) Noida-201309, U.P. by 1700 Hrs. on 20/09/2018.

7. Submission of Quotations:

All documents submitted with the NIQ should be duly self-attested by the Bidder's Authorized Signatory with the company seal.

8. Clarifications:

In case clarifications are required on invitation to quotation, the bidder shall approach Administrative Officer, NIESBUD in writing well in advance before the

opening of quotation. The invitation to quotation and all terms & conditions will be considered to have been read, understood and accepted by the bidders unless otherwise specifically stated by them in writing well before the scheduled opening of the quotation. The terms and conditions as embodied in the contract shall be final and any other terms mentioned in the Bidder's quotation but not included in the contract shall be deemed as rejected.

9. Quotation Opening: The quotations shall be opened in public and scrutinized by the Institute to finalize the successful supplier.

10. Right of Acceptance & Rejection of Quotations: The Institute Committee reserves the right to accept at their sole and unfettered discretion any quotation for whole or part quantities or to reject any or all quotations without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be entertained by the Institute from any Bidder.

11. Compensation for submission of quotations: The bidders shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation of and submission of the quotations.

12. Past performance of the Consultancy Agency : The Institute reserves the right to reject the quotation on receipt or on evaluation of those bidders whose past performance has been found unsatisfactory. The decision of the Institute, in this respect, shall be final.

1. Pricing: Bidder's quotation must conform in all respects to the applicable specifications and terms & conditions of invitation to quotation. Bidder should certify that their quotation complies with all enquiry documents and specifications. Exceptions and deviations, if any, should be specifically stated. In the event of the bidder not giving any exceptions and deviations in their quotation then it will be construed that the bidder has accepted the invitation to the quotation in full. Erasures or overwriting of any kind in the quotation may render the quotation to outright rejection. Where necessary the original figures and words should be scored out and corrected figures and words written again. The bidder shall have to attest the corrections.

2. Taxes & Duties: All taxes and duties should be shown separately in the quotation wherever applicable.

3. **Price Adjustment/ Escalation:** The price quoted should be firm and subject to no escalation whatsoever during the entire contract period.
4. **Jurisdiction of Court:** The contract shall be deemed to have been entered into at Uttar Pradesh and all causes of actions in relation to the contract will thus be deemed to have arisen only within the jurisdiction of the Uttar Pradesh Courts.
5. **Law Governing the Contract:** The contract shall be governed by the applicable laws in India for time being in force.
6. **Negotiation:** The Institute may not conduct any negotiations on receipt of the quotations. However, the Institute reserves the right to conduct any negotiations if the condition so warrant.
7. **Force Majeure:** Neither the Agency nor the Institute shall be considered in default in the performance of their contractual obligations under the contract so long as such performance is prevented or delayed for reasons beyond the control of the parties, such as Act of God, severe earthquake, typhoon or cyclone, floods, lightning, landslide, fire or explosion, plague or epidemic, strikes, lock out lasting more than 14 consecutive calendar days, sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities (whether war is declared or not), Civil war, rebellion, revolution, insurgence or military upsurged power or confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority. Agency shall notify the Institute about the occurrence of the force majeure events and provide satisfactory documentary justification.
8. **Intellectual Property Rights:** The supplier shall fully indemnify the Institute, its customers and users against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any services rendered. All royalties and the like payment shall be paid directly by the Agency.
9. **Dispute & Arbitration:** In the event of any question, dispute or difference arising under this contract, the same shall be referred to the sole arbitration of a person appointed by the Institute. The Arbitrator shall give reasoned or a speaking award. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reasons, it shall be lawful for the Institute

to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid.

- 10.** Bidders are requested to adhere to the terms & conditions of this NIQ. Any deviations from the stipulated terms & conditions will be suitably considered for the evaluation of quotations.