

**Invitation of Offers  
for  
Rendering of Assistance  
in  
Physical Verification of PMEGP Units  
in States of  
Odisha and Maharashtra**



**THE NATIONAL INSTITUTE FOR ENTREPRENEURSHIP  
AND SMALL BUSINESS DEVELOPMENT (NIESBUD)**

**A-23, SECTOR-62, NOIDA – 201 309**

## **DISCLAIMER**

All informations contained in the Invitation of Offers, to be subsequently provided / clarified are in good faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

The Institute reserves the right to cancel the Invitation of Offers and / or invite afresh with or without amendments to the Invitation of Offers, without liability or any obligation for such Invitation of Offers and without assigning any reason.

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### **SCHEDULE OF FINALISATION OF OFFERS**

- Floating of Invitation of Offers : 06-03-2019
- Last day for Receipt of Offers (1700 Hrs.) : 20-03-2019
- Opening of Technical Offers (1100 Hrs.) : 21-03-2019
- Pre-qualification of the Offerers (1700 Hrs.) : 22-03-2019
- Opening of Financial Offers (1100 Hrs.) : 25-03-2019
- Award of Rendering of Assistance / Issue of Letter of Acceptance : 28-03-2019
- Signing of the Agreement : 29-03-2019
- Start of Rendering of Assistance : 01-04-2019



## THE NATIONAL INSTITUTE FOR ENTREPRENEURSHIP AND SMALL BUSINESS DEVELOPMENT (NIESBUD)

### Invitation of Offers for Rendering of Assistance

**NIESBUD** invites Offers from the competent and eligible Bodies (*as against individuals*) for rendering of Assistance to it in execution of the following Works :

- 100% Physical Verification of 9,704 Units in State of **Odisha** assisted under the Prime Minister's Employment Generation Programme (PMEGP) during 2013-14 to 2016-17.
- 100% Physical Verification of 4,841 Units in State of **Maharashtra** assisted under PMEGP during 2015-16 and 2016-17.

The details of Scope of Assistance, Eligibility Conditions, Terms & Conditions of rendering of Assistance etc. are enclosed.

The Offers, prepared in the prescribed manner, should reach latest by **1700 Hrs., 20-03-2019** at the Institute.

Director (Outreach, Research & Advocacy)

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**SECTION - I**  
**GENERAL TERMS AND CONDITIONS OF ASSISTANCE**

**1.0 PHYSICAL VERIFICATION WORK**

- 1.1 The Institute has been awarded by the State Office Odisha, Khadi and Village Industries Commission (KVIC) the Work of carrying out 100% Physical Verification of 9,704 self-employment Units sanctioned in different Districts of the State during 2013-14 to 2016-17 under Prime Minister's Employment Generation Programme (PMEGP).
- 1.2 These 9,704 Units have been released Margin Money (Subsidy) under PMEGP by the Nodal Bank Branches and the Verification is primarily to ascertain whether the assisted Units are set up and functioning as per the prescribed norms under PMEGP.
- 1.3 The Work of 100% Physical Verification of 4,841 Units assisted under PMEGP during the years 2015-16 and 2016-17 in the State of Maharashtra is likely to be awarded soon to the Institute by the State Office Maharashtra, KVIC.

**2.0 BROAD SCOPE OF THE ASSISTANCE**

- 2.1 The Assistance is being sought for carrying out the Work in both the States (*Maharashtra, if awarded*).

However, an Offerer is at liberty to quote either for both the States in a composite Offer or for either of the States.

- 2.2 The Broad Scope of Assistance will be on the following lines :-
- 2.2.1 Undertaking physical visits to each of the Units and obtaining information, signatures etc. as per the prescribed Format (*Form-II*).
- The Institute will provide the Format in soft copy only with the requisite copies thereof being made at level of the Consultant only.
- 2.2.2 Testing of the Format based upon Data collected from the identified Sample Units and its satisfaction by KVIC.
- 2.2.3 Tabulating/collating of the Data including Data Entry so as to enable the Analysis in terms of broad parameters indicated in Clause 2.4, Section-II.
- 2.2.4 The information in terms of the previous Clause (2.2.2) is to be provided on a C.D. also.

2.2.5 Handing over to the Institute the Formats (*Form-II*) in respect of each of the physically inspected Units.

### **3.0 ELIGIBILITY CONDITIONS**

- 3.1 The Offerer should have carried out the Physical Verification Work of the Units under PMEGP Scheme at least for one big State during the last 05 years.
- 3.2 The Offerer should have adequate experienced personnel who could be deployed at short notice for carrying out the Work in a time bound manner.
- 3.3 The Offerer should have a valid PAN in name of the Body.
- 3.4 The Offerer should not have been blacklisted by any Institution, public or private, during the last 05 years, in respect of any aspect of the Services it might have rendered to the concerned Institution.

### **4.0 UNDERSTANDING SCOPE OF THE ASSISTANCE**

- 4.1 The Offerers, in their own interest, are advised to clearly understand the full import of rendering of Assistance after going through all the relevant details.
- 4.2 If clarification on any aspect is required, the Offerers may contact Shri D.K. Singh, Chief Consultant on Mobile No. 09868977675 during normal working hours, before submission of their respective Offers.

### **5.0 EARNEST MONEY DEPOSIT**

- 5.1 The prescribed Earned Money Deposit (EMD) for rendering of Assistance for the two States is as follows :-
  - Odisha - Rs. 75,000/-
  - Maharashtra - Rs. 40,000/-
- 5.2 The EMD is to be deposited in form of Pay Order/Bank Draft drawn upon any Nationalised Bank in favour of “**NIESBUD, NOIDA**”.
- 5.3 In case of the Composite Offers for both the States, the prescribed EMD, for both the States can be summed up and one Pay Order/Bank Draft may be submitted.
- 5.4 The EMD of the Offerers which are not pre-qualified will be returned within 15 days of decision on the pre-qualification of the Offers and in case of pre-qualified Offerers within 15 days of Award of rendering of Assistance.
- 5.5 No interest shall be payable on the EMD.



- 5.6 The EMD of the Offerers may be forfeited if :
- The concerned Offerer withdraws the Offer during the prescribed period of validity of the Fees.
  - In case the Consultant (successful Offerer) fails to :
    - (i) Sign the Agreement on the date and time specified for the purpose.
    - (ii) Commence rendering of Assistance from the agreed date.

## **6.0 OFFER BY CONSORTIUMS**

6.1 Offers by Consortiums shall not be considered/accepted.

## **7.0 DOCUMENTS TO BE SUBMITTED** (*Essential to be included in Packet-I : Technical Offer*)

- i) Invitation of Offers downloaded from the Website with each page duly signed by the Authorised Signatory of the Offerer.
- ii) Details of the Offerer (*Form-I*).
- iii) Certificate of satisfactory completion of Physical Verification Work of the Units under PMEGP Scheme at least for one big State during the last 05 years from the Agency which awarded the Work.
- iv) Copy of the PAN in name of the Body.
- v) A declaration on Official Letterhead of the Body about having adequate experienced personnel for carrying out the Work in a time bound manner and not having been blacklisted in terms of the Eligibility Conditions (*Clause 3.4*) during the last 05 years.
- vi) The Pay Order/Bank Draft in respect of the EMD.

## **8.0 PERFORMANCE GUARANTEE**

- 8.1 The amount of Performance Guarantee for rendering of Assistance for the two States is as follows :-
- Odisha - Rs. 2.00 lakh
  - Maharashtra - Rs. 1.00 lakh
- 8.2 The Earnest Money Deposit of the Consultant (successful Offerer) shall be converted into part of the Performance Guarantee with the balance amount being also deposited before signing of the Agreement.
- 8.3 However, the Performance Guarantee shall also be accepted in the form of Unconditional Bank Guarantee in favour of “**NIESBUD**” issued by any Nationalised Bank valid for full duration of the Agreement.

- 8.4 If the Consultant (successful Offerer) wishes to submit the Performance Guarantee in the form of Unconditional Bank Guarantee for the entire amount, then upon submission thereof, the Pay Order / Bank Draft of Earnest Money Deposit shall be refunded to the Consultant.
- 8.5 The Performance Guarantee shall be liable to be forfeited / enforced upon determination or recession of the Agreement as provided in Clause 16 (*Section-II*).

## **9.0 MODE OF SUBMISSION OF OFFERS**

- 9.1 The “Invitation of Offers” should be downloaded from the Website (*No hard copies will be provided*).
- 9.2 The Offer shall be submitted in accordance with the procedure detailed in the “Invitation of Offers”. The specified documents shall be kept and sealed in separate envelope(s) of appropriate size.
- 9.3 The Packet No. I (*Technical Offer*) shall contain the “Invitation of Offers” and the Documents as provided in Clause 7.0 above and mentioned elsewhere in the “Invitation of Offers”.
- 9.4 The Packet No. I shall also contain the prescribed Earnest Money Deposit.
- 9.5 The Packet No. II (*Financial Offer*) shall contain the “Fee for the Assistance” (*Section III*) only, duly filled, in words and figures, signed and stamped.
- 9.6 The Offer should be duly signed with date by an Authorised Signatory of the Offerer, sealed and witnessed. The Proof of such authorisation, in favour of the person signing the Offer, should also be submitted in Packet No. I.
- 9.7 Both the Packets I and II should be put in a bigger outer envelope superscribed as “Invitation of Offers for the State of Odisha/Maharashtra/ Composite”, as the case may be.

## **10.0 SUBMISSION AND OPENING OF OFFERS**

- 10.1 The Offers, duly filled in and completed, in the prescribed manner, should be deposited with Shri D.K. Singh, Chief Consultant, against acknowledgment, not later than **1700 Hrs. on 20-03-2019** at the Institute’s NOIDA Campus.
- 10.2 The Institute, at its sole discretion, may extend the date of submission of the Offers through uploading the Extension Notification on the Website.
- 10.3 The Technical Offers (*Packet-I*) shall be opened at **1100 Hrs. on 21-03-2019** in the presence of the Offerer(s) or their representatives who wish to be present.

This will be primarily restricted to listing out of the Offers and examining whether these are accompanied with the prescribed Earnest Money Deposit or not.

- 10.4 The names of the Offerers which have been pre-qualified will be uploaded on the Website by **1700 Hrs. on 22-03-2019**.
- 10.5 The Financial Offers of only the pre-qualified Offerers shall be opened at **1100 Hrs. on 25-03-2019** at the Institute's NOIDA Campus in presence of the Offerers or their representatives who wish to be present.
- 10.6 The Offerers or their representatives who are present at the opening of the Technical or Financial Offer shall sign the Register evidencing their presence on the occasion(s).

#### **11.0 QUOTATION OF FEES**

- 11.1 The Fee for each Unit, for the two States separately is to be quoted in "Fee for the Assistance" (*Section-III*) only.
- 11.2 The Offerer is to quote Fee for each Unit for the two States separately which will be inclusive of all taxes, charges, levies, expenses to be incurred as per Scope of Assistance etc.

#### **12.0 CANVASSING**

- 12.1 Canvassing in any form/manner in respect of the Offers is prohibited and will result in summary rejection of the Offers of such Offerers indulging therein.

#### **13.0 FINANCIAL EVALUATION**

- 13.1 The financial evaluation of the composite Offers shall be made on basis of total cost to the Institute for both the States i.e. the total Number of Units in a State shall be multiplied by the Fee quoted for each Unit for the two States.
- 13.2 The products arrived at, in this manner, shall be totalled up for arriving at total cost to the Institute for both the States.
- 13.3 In case of the composite Offers for both the States, their comparison will be restricted with those of the composite Offers only and their quoted Fee for the two States shall not be individually compared with other Offers which have quoted for a single State.

#### **14.0 APPROACHING THE OFFERERS FOR CLARIFICATION/ADDITIONAL INFORMATION**

- 14.1 NIESBUD reserves the right to approach any Offerer for seeking clarification/additional information primarily with a view to adjudge

eligibility to quote for rendering of Assistance and including the quoted Fees being two high/low, as the case may be.

- 14.2 The Offerers may also be called upon to make Technical Presentations about their competence and methodology for rendering of Assistance.

## **15.0 RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS**

- 15.1 The Institute reserves the right to accept, cancel or reject an Offer and to annul and reject all the Offers at any time prior to award of rendering of Assistance without assigning any reason or incurring any liability/obligation to the concerned Offerer(s) as regards communication of the grounds for such an action or otherwise.

## **16.0 AWARD OF RENDERING OF ASSISTANCE**

- 16.1 The Institute may award the rendering of Assistance to two different Agencies for Odisha and Maharashtra separately and the concerned Consultant(s) shall be under obligation to render Assistance for the State allotted at the Fees quoted for the State.
- 16.2 The Consultant shall be intimated about acceptance of its Offer in writing.
- 16.3 The Letter of Acceptance shall constitute part of the Agreement.

## **17.0 PERIOD OF VALIDITY OF FEES**

- 17.1 The quoted Fee shall be valid for a period of 45 days after opening of the Financial Offers.

## **18.0 NON-AWARD OF WORK FOR MAHARASHTRA**

- 18.1 The Institute is inviting Offers for rendering of Assistance for State of Odisha and Maharashtra, with the latter's Work yet to be awarded to the Institute.
- 18.2 If the Institute fails to get the Work for State of Maharashtra, the Consultant, in case of composite Offers, shall render the Assistance for State of Odisha at the Fees quoted for Odisha.

## **19.0 SIGNING OF AGREEMENT**

- 19.1 On receipt of the Letter of Acceptance, the Consultant (successful Offerer) shall enter into an Agreement with the Institute as per the prescribed Format on the date and time to be intimated for the purpose.
- 19.2 The Agreement shall be considered as complete only upon submission of the Final Report of Work of Physical Verification by the Institute to the concerned State Office of KVIC.

## **SECTION - II**

### **SPECIFIC TERMS AND CONDITIONS OF ASSISTANCE**

#### **1.0 PERSPECTIVE**

- 1.1 The Ministry of Micro, Small and Medium Enterprises (MSME), Government of India, has launched the Prime Minister's Employment Generation Programme (PMEGP) which is being implemented through Khadi and Village Industries Commission (KVIC), Khadi and Village Industries Boards (KVIBs) and District Industry Centres (DICs) in urban and rural areas.
- 1.2 Under the Scheme, unemployed beneficiaries may set-up Projects costing up to Rs. 25 lakh by availing Bank Finance through Public Sector Banks as well as Co-operative and Private Banks.
- 1.3 KVIC extends Margin Money (Subsidy) ranging from 15-35% depending upon the financial range of the Project and social category of the Beneficiary.
- 1.4 As an integral part of the Scheme, a Physical Verification of the Unit is required to be conducted to confirm whether the Unit is set up as per norms of the Scheme and is working satisfactorily before the Margin Money is adjusted in the Loan Account of the Beneficiary.
- 1.5 In case, it is found that the Unit is not working as per norms of the Scheme, then the Margin Money is called back.
- 1.6 The objectives of the Physical Verification are to study impact of the Scheme in rural/urban employment in magnitude, nature, quality of enterprise, linkages developed for ensuring its sustainability, optimum levels of investments required for its viability.

#### **2.0 COMPONENTS/METHODOLOGY OF PHYSICAL VERIFICATION**

- 2.1 The Physical Verification, both in urban and rural areas, will be conducted as per the prescribed Format (*Form-II*) with List of the concerned Units being made available by the Institute in Soft Copy.
- 2.2 The Physical Verification involves undertaking visit to each of the Units physically, obtaining/filling up the desired information and getting the signature of the Beneficiary on the Format.
- 2.3 The Physical Verification also includes visiting the concerned financing bank, obtaining certain information from it and getting the counter signature of the manager of the financing bank on the Format.

- 2.4 The Report of the Physical Verification to be drafted by the Institute is to include inter-alia the following :-
- 2.4.1 District/Agency-wise Status Analysis of Success Rate showing the Units as Working, Not Working, Existing, Not Started, Not Traceable and Not Eligible Cases to be discussed.
  - 2.4.2 Category-wise Beneficiaries, Gender-wise Break-up, Activity-wise Analysis, EDP Training etc.
  - 2.4.3 District-wise, Agency-wise (KVIC/KVIB/DIC) individual PMEGP Unit's inspection status showing the status of the Unit at the time of Physical Verification.
- 2.5 The tabulating/collating of the collected Data to be undertaken by the Consultant shall be compatible with the above requirements.

### **3.0 OTHER OBLIGATIONS OF THE CONSULTANT**

- 3.1 The Consultant shall, upon award of rendering of Assistance, submit detailed District and Year-wise Plan of Action for due rendering of Assistance in the State(s).
- 3.2 The concerned Team of the Consultant will be provided Orientation either at NOIDA or Bhubaneswar/Mumbai, as the case may be and no reimbursement including TA or DA shall be made to the Consultant and/or its personnel for attending the Orientation.
- 3.3 The Consultant shall submit Reports, make Presentations etc. to the Institute and/or KVIC at a date and place as may be finalised with respect to progress of rendering of Assistance, methodology adopted for the purpose etc.
- 3.4 The Consultant shall submit weekly/fortnightly Progress Reports in respect of rendering of Assistance clearly indicating the achievements thus far and strategy for completion of the balance work within prescribed time period.
- 3.5 The visits to the PMEGP Units, Offices of KVIC, KVIBs, DICs and Banks shall be captured / uploaded upon Social cops in association with SPOC of the Institute.

### **4.0 TIME PERIOD FOR COMPLETION**

- 4.1 Timely completion of rendering of Assistance is the essence of the Agreement with the Consultant.
- 4.2 The completed Formats along with other Documents as per Scope of the Assistance shall be handed over to the Institute within a period of 70

days in respect of all the Units in both the States, from the date of Letter of Acceptance.

## **5.0 COMPETENT/QUALIFIED PERSONNEL**

- 5.1 The Consultant shall deploy adequate number of competent/qualified personnel for due rendering of Assistance. The deployed personnel shall have ability to understand and converse in the local language of the concerned State.
- 5.2 The Consultant shall upon award of rendering of Assistance, submit the broad details of the personnel including their relevant experience to be deployed for due rendering of Assistance.
- 5.3 The Consultant shall be entirely responsible for conduct of its personnel and shall ensure that the personnel during the work (*Field Visits, interaction with different Stakeholders etc.*) maintain highest standards of integrity and do not indulge in activities detrimental to interests of the Institute, KVIC, PMEGP Scheme etc.

## **6.0 PAYMENT OF WAGES AND BENEFITS TO THE PERSONNEL**

- 6.1 The Consultant shall be fully and exclusively responsible for releasing timely and due wages and other benefits to the engaged personnel as per all applicable Central/State Acts/Regulations as may be in existence at the relevant time and/or promulgated/made applicable during currency of the Agreement.

## **7.0 RELATIONSHIP WITH THE CONSULTANT AND ITS PERSONNEL**

- 7.1 The relationship between the Institute and / Consultant shall neither be that of Master or Servant; Employer or Employee or Principal or Agent.
- 7.2 The Consultant shall not bind the Institute with anything which has not been authorised by the Institute or indulge in any work/activity on behalf of the Institute which is beyond the scope of Assistance as defined under Clause 2.0 (*Section-I*) or elsewhere.
- 7.3 Similarly, the personnel engaged by the Consultant for the purpose of rendering of Assistance under the Agreement shall be employees of the Consultant and the Institute in no way will be responsible for their engagement, emoluments & benefits, payment of compensation, termination etc.
- 7.4 Accordingly, the Institute, as regards the third parties shall not be responsible for those acts/deeds of the Consultant and/or its personnel which either do not fall within the scope of rendering of Assistance or have not been authorised by the Institute.

## **8.0 INDEMNIFICATION OF THE INSTITUTE AND KVIC**

- 8.1 The Consultant shall, at all the times, keep both the Institute and KVIC indemnified against any damage, loss, expenditure etc. that may arise owing to unauthorised/unlawful deeds, representations etc. of its personnel.
- 8.2 If any of personnel of the Consultant is proved to be indulging in any act of undue/unlawful gratification while visiting the Units, the same besides inviting penal action under relevant provisions of the Law would also render the Consultant's Agreement with the Institute liable to termination.
- 8.3 If any frivolous, false, irrelevant Physical Verification Report is submitted by the Consultant leading to any legal/court issue regarding the Report and/or resulting into any financial, legal etc. losses to KVIC and its Agencies and/or the Institute, the same shall be made good to the suffering Party by the Consultant.

## **9.0 RELEASE OF PAYMENTS TO THE CONSULTANT**

- 9.1 The payment to the Consultant shall be released periodically based upon the percentage of amount released to the Institute by the KVIC in respect of the Work and number of Units covered by the Consultant till the relevant time.
- 9.2 The payment shall be released after making all the relevant deductions under I.T. Act, GST Act etc.
- 9.3 The payment to the Consultant shall be restricted to the total number of the Units for which the payment is released to the Institute by the KVIC.

## **10.0 NOMINATION OF SPOC BY THE CONSULTANT**

- 10.1 Immediately upon signing of the Agreement, the Consultant shall appoint one Single Point of Contact (SPOC) for interacting with SPOC of the Institute with respect to all the matters in connection with rendering of Assistance.
- 10.2 The SPOC nominated by the Consultant will be at least a mid-level management representative of the Consultant and its contact detail shall be shared with the SPOC of the Institute.
- 10.3 All the instructions, approvals etc. given to SPOC of the Consultant shall be deemed to have been duly given to the Consultant.

## **11.0 CONFIDENTIALITY OF THE INFORMATION COLLECTED**

- 11.1 The Consultant and its personnel shall maintain strict confidentiality with regard to all the data, reports etc. made available/ generated / collected during rendering of the Assistance.



## **12.0 INFORMATION AND REPORTS TO BE PROPERTY OF KVIC.**

12.1 The KVIC/Institute shall have sole ownership of the data, reports etc. which shall not be shared/used reproduced/transmitted by the Consultant anywhere during the period of Agreement and even subsequently without prior permission of the Institute.

## **13.0 SUB-LETTING**

13.1 The Consultant shall not sub-let/outsourcing and/or assign the rendering of Assistance or any of its components to any other person under any circumstances.

## **14.0 PENALTY TO THE CONSULTANT**

14.1 In case of failure of the Consultant to render the Assistance as per the finalised time-schedule, the Consultant shall be penalised @ Rs. 1,500/- per day of delay for a maximum of 10 days in one instance if the delay in rendering of Assistance can not be directly attributed to Institute/KVIC.

14.2 After the second instance of levy of Penalty upon the Consultant in terms of the previous Clause, the Institute shall also be at liberty to determine or rescind the Agreement with the Consultant.

## **15.0 ABANDONMENT OF RENDERING OF ASSISTANCE**

15.1 If the Consultant for any reason abandons rendering of Assistance or becomes incapacitated from acting as such or fails to render the Assistance for any reason not directly attributable to the Institute/KVIC, the Consultant shall be liable to pay such damages to the Institute as may be assessed by the Institute for obtaining the Assistance or remaining components thereof through alternate arrangements.

## **16.0 DETERMINATION OR RECESSION OF THE AGREEMENT**

16.1 The Institute without prejudice to any other remedy available against the Consultant in terms of the provisions of the Agreement or otherwise shall have right to determine the Agreement after issuing a written notice to the Consultant to this effect in any of the following circumstances :-

- i) If the Consultant commits breach of any of terms of the Agreement;
- ii) If the Consultant is found guilty of misrepresentation, concealment of material facts etc.
- iii) If the Consultant abandons rendering of Assistance in terms of the previous Clause.

- iv) If the Consultant fails to observe or perform any of the covenants of the Agreement and such failure or non-performance has not been remedied or set right within three days of this being brought to its notice.
  - v) If the Assistance of the Consultant from the very beginning, is of such quality/standard that the Institute, is of the opinion that the Consultant shall not be in a position to render the Assistance in a professional/ time bound manner subsequently.
  - vi) If any of personnel of the Consultant is proved to be indulging in any act of undue/unlawful gratification while visiting the Units.
  - vii) If the Consultant has been penalised for delay in rendering the Assistance on two different occasions in terms of Clause 14.0.
- 16.2 If the Consultant has made itself liable for action under any of the cases aforesaid, the Institute shall have powers to :-
- i) Determine or rescind the Agreement;
  - ii) Forfeit/enforce the Performance Guarantee of the Consultant and
  - iii) Engage any other Consultant to render the Assistance or its remaining Components.
- 16.3 In such a circumstance, the Institute shall also be entitled to recover from the Consultant any amount by which the cost of obtaining Assistance or its remaining components through alternate arrangements shall exceed the amount that would have been payable to the Consultant for the same.

## **17.0 FORCE MAJEURE**

- 17.1 The standard *Force Majeure* Clause subject to the express provisions of this Clause shall apply and in such an eventuality, the rights and obligations of the respective parties shall subject to the express provisions of the Agreement, be determined in a mutually agreed manner.
- 17.2 Either party to the Agreement shall not be liable for non-performance of its respective obligations under the Agreement from *Force Majeure*. However, the Consultant shall continue to make endeavours to render Assistance as long as practical.
- 17.3 In the unlikely event of such a factor persisting even beyond a reasonable period of time, either party shall have the right to terminate the Agreement and the right and liabilities of the parties upon such termination shall be determined in a mutually agreed manner.

## **18.0 GIFTS AND COMMISSIONS ETC.**

- 18.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or other bodies or agent, officer, employee or servant or anyone on their behalf in relation to this Agreement, shall in addition to any Criminal/Civil liability which it may incur, render the Agreement liable to be cancelled and make the Consultant liable to payment for any loss or damage to the Institute resulting from such cancellation.
- 18.2 The Institute shall then be entitled to deduct the amount so payable from any amount otherwise due to the Consultant under the Agreement.

## **19.0 SETTLEMENT OF DISPUTES**

- 19.1 In the event of any dispute or difference whatsoever arising between the parties out of or pertaining to any Clause of this Agreement including any question relating to meaning and interpretation of this Agreement or any alleged breach thereof, except those the decisions whereof have been specifically provided in the Agreement, the same shall be settled as far as possible by mutual discussions and consultations between the parties.
- 19.2 In case of failure to resolve the difference/dispute in the above manner, the same shall be referred to the sole arbitration of any person appointed by the Director General of the Institute, in terms of the Arbitration & Conciliation Act, 1996.
- 19.3 The Award, if any, of the Arbitrator, so appointed, shall be final and binding on all the parties.
- 19.4 If any question, difference or dispute still remains unresolved, the same shall be subject to the jurisdiction of the Courts in the State of Delhi.

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**SECTION - III**  
**FEE FOR THE ASSISTANCE**

*(Amount in Rs.)*

Sl.No.	State	Rate per Unit	
		In Figures	In Words
1.	Odisha		
2.	Maharashtra		

Date :

Signature of Authorised Signatory  
of the Offerer

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**DETAILS OF THE OFFERER**

1. Name of the Body :
2. Details of Registration of the Body :  
(If any)
3. Address of Head Office of the Body :
4. Details of Branch Offices of the Body :
5. PAN and other Registrations :
6. Brief Description of Functions/Activities :  
of the Body
7. Brief Details of Employees available :  
for rendering of Assistance in terms of  
their Qualification, Relevant experience  
etc.
8. Total Turnover / Revenue of the Body :     2015-16     :  
(Amount in Rs.)                                 2016-17     :  
  2017-18     :
9. Brief Details of Physical Verification :  
Work of Units under PMEGP Scheme  
handled by the Body in the past
10. Details and Contact Details of the :  
Agency for which the Work at Sl.  
No. 9 was undertaken.
11. Details of the Authorised Signatory :
  - Name & Designation :
  - Mobile Number :
  - E-mail Address :

Date :

Signature of Authorised  
Signatory of the Offerer

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## FORMAT/QUESTIONNAIRE FOR PHYSICAL VERIFICATION OF PMEGP UNITS

District:	E-tracking ID No:	Agency: DIC/ KVIC/ KVIB
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### 1. Entrepreneur & Project Details

### PART - I

1	Name of the Entrepreneur					
2	Postal Address with Pin Code					
		Mob:		Ph:		
		Email:				
3	Category of Entrepreneur: SC/ST/OBC/PH/Gen./Ex.Ser/Minority/Women/ HBT/NER/Lakshadweep	Category		Sex	Male	Female
4	Name of the Unit					
5	Address & Location of Unit					
		Mob:		Ph:		
		Email:				
6	Knowledge about the activity taken					
7	Name of the Activity					
8	Type of Activity	Production / Service				
9	Project Cost (Rs)	I. Building/Work Shed				
		II. Machinery				
		III. W.C.				
		Total				
10	Project Finance (Rs)	Term Loan	CC	Own Contributi on	Total	
11	Margin Money (Subsidy) Proposed in the Project	Rs.				
12	Employment Envisaged in the Project	Full Time	Part Time	Seasonal	Total	

13	Annual Production Capacity of the unit		
	a. Manufacturing Unit	Quantity (With Unit)	Value (Rs.)
	b. Service Unit	Sales Value (Rs.)	
14	Annual Expected Sales of the unit		
	a. Manufacturing Unit	Quantity (With Unit)	Value (Rs.)
	b. Service Unit	Sales Value (Rs.)	

## 2. Information from Financing Bank

## PART – II

15	Sponsoring Agency	KVIC/KVIB/DIC:		
16	Project Sanctioned Date	DD/MM/YYYY:		
17	Project sanctioned under which scheme? (as per banks project sanction memo)			
18	EDP Training	2 weeks/ 3days	Period:	
19	Name & Address of EDP training institute			
20	Name & Address of the Financing Bank			
21	Branch code Number			
22	Type of Financing Bank	PSB/	RRB/	Co-op/ Pvt. Sector/
23	Date of Release of First Installment	DD/MM/YYYY:		
24	Total Bank Loan Disbursed	Term Loan (Rs.)	W.C (Rs.)	Total (R.s)
25	Maximum W.C in One year business Cycle	Rs.		
26	Margin Money (Subsidy) Claim Number			
27	Margin Money Received with Data			
28	Whether the unit under NPA			
29	Whether the unit set up under CGTMSE			
30	Whether any other security collected for the Loan			

### 3. Physical Verification / Functioning of units

PART – III

31	Date of Physical Verification/ Inspection	DD/MM/YYYY:			
32	Date of Commencement of the activity (Production/sales)	Production: DD/MM/YYYY			
		Sale: DD/MM/YYYY			
33	Production per Annum				
	a. Manufacturing Unit	Quantity (With Unit)		Value (Rs.)	
	b. Service Unit	Sales Value (Rs.)			
34	Sales per Annum				
	a. Manufacturing Unit	Quantity (With Unit)		Value (Rs.)	
	b. Service Unit	Sales Value (Rs.)			
35	Own contribution	Rs			
	Deposited in bank, date of deposit	Date of Deposit in Bank DD/MM/YYYY:			
36	Date of acquiring premises on rent or date of construction of the building/ work shed / building on rent/ lease/ actually constructed	DD/MM/YYYY:			
37	Date of water connection	DD/MM/YYYY:			
38	Date of electricity connection	DD/MM/YYYY:			
39	Sales Tax registration number and date				
40	SSI/MSME/UAM/ Registration If any		No	Date	
		Temporary	.....	.....	
		Permanent	.....	.....	
41	PAN/TAN No. If any				
42	KVIC Certificate of Registration No and date (If any)		No	Date	
		Temporary	.....	.....	
		Permanent	.....	.....	
43	Details of Essentials Licenses / Certificates for working the unit such as Panchayat, PCB, FPI, FSSAI, etc., applicable for concerned activity. Number and date				
44	Prominent Sign board seen (Yes / No)				

### 4. Employment Generation

45	Maximum employment provided in the past as per muster roll or any other record	Full Time	Past Time	Seasonal	Total
46	Number of employees present on the day of physical verification	Full Time	Past Time	Seasonal	Total

## 5. Utilisation of Funds

47	Cost of capital item procured	Rs.	
47 (a)	Value of stock	a. Raw Material (Rs.)	
		b. Finished (Rs.)	

## 6. Margin Money Eligibility

48	Parameters	Yes/No	Reasoning/ Basis
I	Rural Areas (KVIC/KVIB/DIC)		
II	Urban Area (DIC)		
III	Own Contribution		
IV	Negative List of Activity		
V	Per Capita Investment Norm Satisfied		
VI	Use of Transport Vehicle		
VII	Status of unit		
	a. Existing/New		
	b. Working/ Not working/ Not Set up / Closed		
VIII	Prominent Sign Board		
IX	Completed EDP Training		
X	Caste certificate If Applicable		

## 7. Concluding Remarks (Use extra sheet if required):

PHYSICAL VERIFICATIONS STATUS		Reasons Thereof:	
IF NOT WORKING/NOT SET-UP/CLOSED/NOT TRACEBLE			
Signature of the Bank Manager of the Financing Bank (with Seal)		Signature:	
		Name & Designation of the verifying officer:	
Name & Signature of the Beneficiary	Name:	PV Agency Address Seal:	

## DISTRICT-WISE DISTRIBUTION OF PMEGP UNITS IN ODISHA : 2013-14

Sl. No.	Name of the District	KVIC	KVIB	DIC	TOTAL
1	Angul	7	42	38	87
2	Balasore	11	39	51	101
3	Bargarh	16	26	20	62
4	Bhadrak	11	42	52	105
5	Bolangir	10	19	19	48
6	Boudh	5	3	14	22
7	Cuttack	29	51	102	182
8	Deogarh	7	7	8	22
9	Dhenkanal	19	31	52	102
10	Gajapati	4	9	12	25
11	Ganjam	13	29	86	128
12	Jagatsinghpur	13	31	33	77
13	Jajpur	11	33	50	94
14	Jharsuguda	5	5	28	38
15	Kalahandi	2	14	19	35
16	Kandhmal	2	8	15	25
17	Kendrapara	15	34	51	100
18	Keonjhar	14	8	66	88
19	Khurda	18	28	116	162
20	Koraput	2	7	20	29
21	Malkangiri	0	3	11	14
22	Mayurbhanj	32	39	102	173
23	Nowrangpur	1	6	9	16
24	Nayagarh	27	17	26	70
25	Nuapada	5	10	13	28
26	Puri	21	43	70	134
27	Rayagada	5	18	6	29
28	Sambalpur	10	11	21	42
29	Subampur	7	8	6	21
30	Sundergarh	3	20	64	87
	<b>TOTAL</b>	<b>325</b>	<b>641</b>	<b>1180</b>	<b>2146</b>

**DISTRICT-WISE DISTRIBUTION OF PMEGP UNITS IN ODISHA : 2014-15**

<b>Sl. No.</b>	<b>Name of the District</b>	<b>KVIC</b>	<b>KVIB</b>	<b>DIC</b>	<b>TOTAL</b>
1	Angul	9	35	40	84
2	Balasore	10	42	33	85
3	Bargarh	6	38	23	67
4	Bhadrak	22	25	51	98
5	Bolangir	2	7	11	20
6	Boudh	2	5	10	17
7	Cuttack	21	57	154	232
8	Deogarh	1	0	14	15
9	Dhenkanal	13	29	95	137
10	Gajapati	1	4	9	14
11	Ganjam	5	30	34	69
12	Jagatsinghpur	7	18	34	59
13	Jajpur	10	43	45	98
14	Jharsuguda	3	8	20	31
15	Kalahandi	3	18	22	43
16	Kandmal	0	6	12	18
17	Kendrapara	7	38	44	89
18	Keonjhar	2	20	68	90
19	Khurda	31	42	112	185
20	Koraput	5	3	11	19
21	Malkangiri	0	2	6	8
22	Mayurbhanj	14	34	122	170
23	Nowrangpur	1	10	6	17
24	Nayagarh	15	22	29	66
25	Nuapada	2	9	13	24
26	Puri	4	36	70	110
27	Rayagada	6	8	2	16
28	Sambalpur	7	9	22	38
29	Subampur	8	7	1	16
30	Sundergarh	2	21	55	78
	<b>TOTAL</b>	<b>219</b>	<b>626</b>	<b>1168</b>	<b>2013</b>

**DISTRICT-WISE DISTRIBUTION OF PMEGP UNITS IN ODISHA : 2015-16**

<b>Sl. No.</b>	<b>Name of the District</b>	<b>KVIC</b>	<b>KVIB</b>	<b>DIC</b>	<b>TOTAL</b>
1	Angul	9	36	66	111
2	Balasore	6	48	80	134
3	Bargarh	10	24	28	62
4	Bhadrak	39	57	100	196
5	Bolangir	7	14	37	58
6	Boudh	3	15	20	38
7	Cuttack	49	54	155	258
8	Deogarh	4	9	17	30
9	Dhenkanal	32	45	106	183
10	Gajapati	2	10	22	34
11	Ganjam	14	20	87	121
12	Jagatsinghpur	6	22	48	76
13	Jajpur	21	48	66	135
14	Jharsuguda	4	7	36	47
15	Kalahandi	3	30	43	76
16	Kandmal	0	11	33	44
17	Kendrapara	12	34	82	128
18	Keonjhar	5	21	93	119
19	Khurda	45	51	146	242
20	Koraput	3	18	27	48
21	Malkangiri	2	3	12	17
22	Mayurbhanj	26	42	113	181
23	Nowrangpur	0	6	14	20
24	Nayagarh	27	24	32	83
25	Nuapada	2	11	6	19
26	Puri	26	55	82	163
27	Rayagada	3	6	22	31
28	Sambalpur	8	17	38	63
29	Subampur	17	12	8	37
30	Sundergarh	12	27	83	122
	<b>TOTAL</b>	<b>397</b>	<b>777</b>	<b>1702</b>	<b>2876</b>

**DISTRICT-WISE DISTRIBUTION OF PMEGP UNITS IN ODISHA : 2016-17**

<b>Sl. No.</b>	<b>Name of the District</b>	<b>KVIC</b>	<b>KVIB</b>	<b>DIC</b>	<b>TOTAL</b>
1	Angul	8	39	56	103
2	Balasore	5	39	64	108
3	Bargarh	26	22	56	104
4	Bhadrak	23	31	62	116
5	Bolangir	7	24	35	66
6	Boudh	3	5	23	31
7	Cuttack	32	54	61	147
8	Deogarh	8	4	10	22
9	Dhenkanal	25	39	71	135
10	Gajapati	2	16	24	42
11	Ganjam	12	57	61	130
12	Jagatsinghpur	7	28	51	86
13	Jajpur	19	61	74	154
14	Jharsuguda	1	8	21	30
15	Kalahandi	7	22	44	73
16	Kandmal	0	21	29	50
17	Kendrapara	16	35	81	132
18	Keonjhar	8	33	75	116
19	Khurda	31	55	95	181
20	Koraput	6	6	30	42
21	Malkangiri	2	7	15	24
22	Mayurbhanj	7	25	121	153
23	Nowrangpur	3	10	18	31
24	Nayagarh	23	23	44	90
25	Nuapada	9	16	23	48
26	Puri	28	80	118	226
27	Rayagada	5	8	34	47
28	Sambalpur	16	6	37	59
29	Subampur	10	17	20	47
30	Sundergarh	7	20	49	76
	<b>TOTAL</b>	<b>356</b>	<b>811</b>	<b>1502</b>	<b>2669</b>



## DISTRICT-WISE DISTRIBUTION OF PMEGP UNITS IN MAHARASHTRA

Sl.No.	Name of the District	No. of Units 2015-16	No. of Units 2016-17	Total
1	Ahmadnagar	135	121	256
2	Akola	53	50	103
3	Amravati	60	48	108
4	Aurangabad	83	73	156
5	Beed	77	56	133
6	Bhandara	46	43	89
7	Buldhana	45	38	83
8	Chandrapur	55	75	130
9	Dhule	34	37	71
10	Gadchiroli	59	39	98
11	Gondia	54	38	92
12	Hingoli	88	13	101
13	Jalgaon	43	45	88
14	Jalna	58	37	95
15	Kolhapur	212	199	411
16	Latur	49	37	86
17	Nagpur	99	95	194
18	Nanded	96	37	133
19	Nandurbar	26	15	41
20	Nasik	82	50	132
21	Osmanabad	63	49	112
22	Parbhani	65	55	120
23	Pune	102	97	199
24	Raigad	55	123	178
25	Ratnagiri	67	146	213
26	Sangli	73	106	179
27	Satara	94	84	178
28	Sindudurg	98	142	240
29	Solapur	162	135	297
30	Thane	57	60	117
31	Wardha	46	48	94
32	Washim	74	47	121
33	Yavatmal	70	73	143
34	Palghar	00	22	22
35	Mumbai	04	02	06
36	Mumbai (Sub Urban)	06	16	22
	<b>Total</b>	<b>2490</b>	<b>2351</b>	<b>4841</b>