



**NOTICE INVITING TENDER  
FOR  
SUPPLY OF NATIONAL TENDER  
AND  
AWARD OF CONTRACT (AOC) DISSEMINATION SERVICE  
TO NSIC'S MSMEMART MEMBERS THROUGH EMAIL  
AND  
AVAILABILITY OF SAME ON WEB PLATFORMS THROUGH  
NSIC'S B2B PORTAL MSMEMART**

ISSUED BY

**The National Small Industries Corporation Limited**

(A Government of India Enterprise)

**NSIC Bhawan**

**Okhla Industrial Estate, Phase – III,**

**New Delhi – 110 020**

**[www.nsic.co.in](http://www.nsic.co.in)**

Note: This document contains a total of 28 pages. No change in the document by the Tenderer is permissible



# CONTENTS

NOTICE INVITING TENDER .....	3
INSTRUCTIONS TO THE TENDERERS .....	4
<b>TERMS OF REFERENCE FOR .....</b>	<b>6</b>
1. Introduction .....	7
2. Scope of Work .....	7
3. Technology and Platform .....	10
4. Report Format .....	11
5. Confidentiality of Information & its usage and Intellectual Property Rights .....	12
6. Conflict of Interest: .....	13
7. Eligibility Criteria /Qualifying Requirements: .....	13
8. Payment Terms & Schedule: .....	15
9. Tender Submission Procedure .....	15
10. Earnest money and Request for Proposal Format .....	<b>Error! Bookmark not defined.</b>
11. Foreclosure of Contract (for Service): .....	16
12. Defect Identification and its redressal: .....	16
13. Timely Availability of Support Services (post-award): .....	17
14. Service Continuity .....	17
15. Liquidated Damages .....	17
16. Arbitration for any Dispute .....	17
17. Security Deposit: .....	18
18. Mobilization Advance: .....	18
19. Language: .....	18
20. Code of Integrity for Public procurement: .....	18
21. Punitive provisions: .....	18
22. Conflicting relationship: .....	18
23. Termination .....	19
ANNEXURE – 'A' .....	20
ANNEXURE – 'B' .....	21
ANNEXURE – 'C' .....	23
ANNEXURE – 'D' .....	24
ANNEXURE – 'E' .....	25
ANNEXURE – 'F' .....	26
ANNEXURE – 'H' .....	28



## **NOTICE INVITING TENDER**

**No. HO-42/23/2022-DSF-HO-NSIC\_HO**

**Subject:** Tender for Services for supply of National Tenders Information and Award of Contract (AOC) information to NSIC's Members through email and availability of same on web platforms through NSIC's B2B Portal MSMEart.

Sealed Tenders are invited in the Two-Tender system (Technical & Financial Tender separate sealed envelopes contained in one bigger envelope) in the prescribed format for **Tender for Services for supply of National Tenders and AOCs Information to NSIC's MSMEart Members and their availability through NSIC's MSMEart Portal.**

<b>Requirement</b>	Services for supply of National Tenders and AOC information to NSIC's Members and availability of Web Platforms through NSIC Website's
<b>Tender Document No.</b>	HO-42/23/2022-DSF-HO-NSIC_HO
<b>Last date &amp; time of submission of Tender</b>	<b>Date: 02.03.2023 Time: 15:00 hrs</b>
<b>Date of opening of Technical Tender</b>	<b>Date: 02.03.2023 Time: 16:00 hrs</b> <b>Financial opening date, time will be informed later to Technically Qualified Tenderers for their presence</b>
<b>Technical Tender</b>	The details for submission of Technical Tender are placed at <b>Annexure - 'A'</b>
<b>Financial Tender</b>	The details for submission of Financial Tender are placed at <b>Annexure - 'B'</b>
<b>Cost of Tender Documents (Non-refundable)</b>	Rs. 590/- (Rupees five hundred Ninety Only inclusive of GST) can be deposited in NSIC account online or exempted for MSME as detailed, available in " <b>Instructions to the Tenderers</b> " at <b>Page No. 4.</b>
<b>Earnest Money Deposit along with Tender</b>	Rs. 60,000/- (Rupees Sixty thousand only) can be deposited in NSIC account online or exempted as detailed, available in " <b>Instructions to the Tenderers</b> " at <b>Page No. 4.</b>
<b>Address for Tender Submission</b>	Deputy General Manager (C&P Cell) The National Small Industries Corporation Limited (A Government of India Enterprise) NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020
<b>Date &amp; Time for For Clarifications -</b>	Clarifications may be sought before 20.02.2023 upto 15:00hrs.
<b>Designated Authority for Queries by speed post or email</b>	<b>Deputy General Manager (C&amp;P Cell)</b> The National Small Industries Corporation Limited NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 Tel. - 011 - 26926275, Ext. no.- 199 Email: procurement@nsic.co.in



## **INSTRUCTIONS TO THE TENDERERS**

1. Tender documents can be downloaded from the website of NSIC, [www.nsic.co.in](http://www.nsic.co.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) from **09.02.2023**. The cost of Tender document is **Rs. 590/- (Rs. Five Hundred Ninety only inclusive of GST)** (non-refundable) may be deposited online in favour of "**NSIC LIMITED.**"

**Bank Account Details** for transferring amount towards Tender fee & EMD are given below :-

Account No.: 060-200-2100-000-892

IFS Code: PUNB0060200

A/c type: C.A.

Bank Name: PUNJAB NATIONAL BANK

Branch: NSIC Bhawan, Okhla Indl. Estate, New Delhi-110020

Proof of the fee deposited shall be enclosed in the Envelope-1 for Technical Tender.

2. The **Earnest Money Deposit of Rs. 60,000/- (Rupees Sixty Thousand only)** by way of online payment in favour of "**NSIC LIMITED**" to be deposited at the time of Bid submission. Details of Account may be seen under para 1 above.

Evidence of the EMD amount deposited shall be submitted along with Technical Tender in Envelope-1.

The tenders without proof for Tender fee & EMD amount deposited will be rejected. However, there is **exemption of EMD and Tender fee applicable** to the units registered with MSME, Udyog Aadhar and The National Small Industries Corporation (NSIC) as defined in General Financial Rules (GFR), 2017. Further, exemption will also be provided as per the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012"

**A copy of valid certificate/ proof of registration must be enclosed along with the Technical Tender for availing exemption.**

3. The Tenderer must submit an undertaking on its letter head that they have not been blacklisted by any Government Department (Central/ State/ Autonomous/PSU) in India. Self-declaration is required as per **Annexure - "D"**.
4. Tender shall be duly, properly and exhaustively filled in. All pages of the Tender should be **signed with stamp by the Authorized Signatory of Tenderer with company stamp on all the pages of this Tender. Tenderers are to furnish Authorization Certificate in favour of the signatory as per attached format at Annexure-C.**
5. The Tenderer shall submit the copy of PAN Card, GST Registration Certificate along with the Technical Tender of the Tender document.
6. Any cutting/over writing etc. in the Tender must be signed by the person who is signing the Tender. The rates and units shall not be overwritten. **The financial figures in Financial Tender shall always be both in figures and words. In case of any discrepancy in figures and words, the amount written in words shall be considered.** For unit rates indicated, the total price shall be corrected to the multiplication sum of quantity required in this Tender.
7. The Tender shall be placed in properly sealed bigger envelope addressed to:  
**Deputy General Manager (C&P Cell),**  
The National Small Industries Corporation Limited,  
(A Government of India Enterprise),  
NSIC Bhawan, Okhla Industrial Estate, Phase - III, New Delhi - 110020



And the said **bigger envelope shall contain two separate sealed envelopes containing Envelope-(1) Technical Tender & Envelope-(2) Financial Tender**. To be dropped in TENDER BOX kept in C&P Cell of NSIC Bhawan.

8. The bigger envelope shall be super-scribed as "Tender for **Services for supply of National Tenders Information and AOCs Information to NSIC's MSME Mart Members**". The two sealed envelopes inside the bigger envelope must be super-scribed as:
  - a. **Envelope No-1:** The said envelope is for Technical Tender & shall be super-scribed as "**Services for supply of National Tenders and AOCs Information to NSIC's MSMEMART members- TECHNICAL TENDER**".
  - b. **Envelope No-2:** The said envelope is for financial Tender & shall be super scribed as "**Services for supply of National Tenders and AOCs Information to NSIC's MSMEMART Members - FINANCIAL TENDER**".
9. The Technical Tender should be submitted in One Hard Copy and One Soft Copy (in CD/DVD). In case of discrepancy, the hard copy submitted will be considered as final. The Financial Bid/Prices shall not be included in Technical Tender
10. **It may be clearly noted that the filled up Financial Tender should not be placed inside Envelope-1 containing the Technical Tender. In case the filled up Financial Tender is found inside the Technical Tender, such tender shall be summarily rejected.**
11. Technical Tender will be opened on **02.03.2023 at 16:00 hrs.** in the office of **Deputy General Manager (C&P Cell)**. Tenderer or their authorized representative may be present at the time of opening of the Tender. The date for opening of second envelope containing Financial Tender will be intimated to the qualified Tenderers separately.
12. The NSIC reserves the right to reject any Tender and to annul the Tendering process as a whole or reject all Tenders at any time prior to award of contract without assigning any reason whatsoever. In case any information/document as requested is not submitted with Tender, the Tenderer shall be taken as non-responsive and shall be summarily rejected.
13. In the event of any dates mentioned in the Tender document is declared as holiday for NSIC, the Tenders will be received / opened on the next working day at the appointed time.
14. This Tender document is not transferrable.

We confirm with our acceptance to the Instruction to the Tenderers at S. No. 1 to 14 as stated above.



**Terms of Reference**

**For**

**Services for supply of**

**National Tenders and AOCs**

**Information to**

**NSIC's MSME Mart Members**

**and their availability through**

**NSIC's MSME Mart Portal**



## 1. Introduction

The National Small Industries Corporation Limited (NSIC) is a PSU established by the Government of India in 1955 to promote and develop micro, small and medium enterprises (MSMEs) in the country.

NSIC has proved its strength within the country and abroad by promoting MSMEs through modernization, up-gradation of technology, quality consciousness, strengthening linkages with large medium enterprises and enhancing exports - projects and products of MSMEs.

NSIC is delivering Business Information at the doorsteps of MSMEs since 2003 through a professionally managed Web Portal [www.nsic.co.in](http://www.nsic.co.in) and other supplementary value-added services. NSIC is also serving and promoting MSMEs globally through comprehensive B2B Marketplace [www.msmemart.com](http://www.msmemart.com). Currently, NSIC's B2B Portal has 15,000 active Members (approximately) and expected to increase upto 20,000 (approximately) by next one year.

## 2. Scope of Work

Sealed Tenders are invited for providing comprehensive information on the National Tenders and AOC sector specific information to NSIC MSMEMART members for the period of **One Year** from the date of start of services and further extendable to another one year (i.e., **Second Year**) based on satisfactory performance and with same rates & contract conditions.

A basic membership is offered to the NSIC MSMEMART members wherein the Tender information and AOC information is given to all members, additionally, it is also given to the units registered under the basic membership for first 30 days only, which is not chargeable for such units for 30 days and therefore should not be considered as part of the proposal but prices shall be deemed to be included with the Tender.



1. Providing the Tender Information and AOC Information to NSICs B2B Portal registered units through email alerts.
2. Web based information on National Tenders and AOC with regular update and cross linkage through APIs (Application programming interface) (Namely- Search, Update, Register) for accessibility of Tenders from NSICs B2B Portal as and when required with B2B Portal theme shown on the pages.
3. The agency will provide APIs (Application programming interface) for various types of reports.
4. Tender and AOC Information should cover following:
  - Government Tenders
  - Public Sector Tenders
  - Private sector Tenders

It shall cover Tenders from Government of India Portal i.e., Central Public Procurement Portal, various State portals, all newspapers and any other digital or physical source available etc.

5. The Award of contract (AOC) information should include
  - Who all participated in a particular contract, i.e., information of all the Tenderers who participated in a Tender?
  - The name of the Tenderer who stood L1, L2 etc. & on what ground they were ranked so.
  - Who qualified technically or financially etc.
  - Also include & provide AOC details of all possible Tenders.
6. Tender and AOC Email Alerts
  - Provision of Daily Tender Notices through e-mails to MSMEMART Customers, based on their **specific Sector, keyword specific** choice through email address provided by NSIC.

The Tenderer should keep provision of a User ID and Password for every member. The member can log on to NSICs B2B Portal and can access the Tender and AOC information from the portal by using the same User ID and Password as used to login to the portal any time from any part of the world, and get the Tender of his choice.





In case of any password forgotten by Member, mechanism shall be in place for sending new password on their registered mobile number.

7. The Tenderer will ensure the readability of attachment (if any), sent to members on their E-mail as alerts.
8. The email alerts will be sent to the members in a specific template with logo of NSIC MSMEMART and no branding of the service provider will be there in any communication made to MSME Global Mart members.
9. The access to the Tender information to NSICs B2B Portal Members shall be Unlimited and Un-restricted.
10. The Tender information should cover all the sectors, for example: -

- INFORMATION TECHNOLOGY
- LEATHER AND LEATHER PRODUCTS
- KNITWEAR AND GARMENTS
- PHARMACEUTICALS AND CHEMICALS
- AUTO COMPONENTS
- LIGHT ENGINEERING (BUILDING HARDWARE, PUMPS, AGRICULTURE DIESEL ENGINES, HAND TOOLS, BICYCLE COMPONENTS ETC.)
- AGRO AND FOOD PROCESSING
- BIO-TECHNOLOGY AND BIO MEDICAL
- DIMENSIONAL STONES
- LOW COST BUILDING MATERIALS
- CERAMICS

**Any other Tender information related to Micro, Small & Medium Enterprises (SMEs) can be further added.**

11. In case a separate link is given for display of Tenders, the NSIC website theme should be applied to all the linked pages and no other advertisement or logo should be displayed.
12. The entire responsibility of authenticity, correctness of Tender Information should be borne by Tenderer and any legal dispute that may arise will be responsibility of Tenderer and the same shall be taken care by the Tenderer.



13. The Tenderer will provide the APIs to NSIC to host the list of tender and AOC on MSME Global Mart Portal along with the information on various reports.
14. The email dissemination platform to disseminate the Tender and AOC information to MSME Global Mart customer will be of the service provider by using their own email credits. The said information will be disseminated in the name of MSME Global Mart with its branding. NSIC will only provide the email id which will be used for dissemination of the said information.

### **3. Technology and Platform**

The service provider will provide various APIs (Application program interface) for showcasing the Tender and AOC information along with various reports as desired by NSIC during the time of finalization / award of contract on NSICs B2B Portal. They shall also demonstrate Tender and AOC forwarding on email alerts and as received by the registered members and NSIC.

Screenshot of how the existing application is running and how the APIs are being consumed is placed in next page for reference. Any clarification may please be called within Tender clarification period.



The screenshot shows the MSME Mart website interface. At the top, there are navigation links like Home, Blog, Help, Contact, and a search bar. Below that, there are logos for MSME Global Mart, Ministry of Micro, Small and Medium Enterprises, and a 15th anniversary logo. The main navigation bar includes Category, Suppliers, Buyers, Avail Loans, Tenders, Govt. Supply, MSME Registration, Exhibitions, and Quick Links. The 'Tenders By State' section is highlighted, showing a grid of state names with arrows pointing to their respective tender lists. The states listed are: Andaman and Nicobar Islands (UT), Assam, Chhattisgarh, Delhi, Haryana, Jharkhand, Lakshadweep(UT), Meghalaya, NorthEast, Punjab, Tamilnadu, Uttaranchal, APO, AndhraPradesh, Bihar, DadraandNagarHaveli(UT), Goa, HimachalPradesh, Karnataka, MadhyaPradesh, Mizoram, Orissa, Rajasthan, Tripura, WestBengal, ArunachalPradesh, Chandigarh(UT), DamanandDiu(UT), Gujarat, Jammu&Kashmir, Kerala, Maharashtra, Nagaland, Pondicherry(UT), Sikkim, UttarPradesh, and Manipur.

#### 4. Report Format

Service provider will provide APIs which will cater to the creation of following reports:

##### Report-I

No of tender facilitated to an individual enterprise and its value on the last day of the month for the previous month.

##### Selection Criteria

**From Date: 01-Apr-2022 To Date: 30-April-2022 (Monthly)**

S. No.	Email ID	Category	No. of Tenders facilitated	Value (Rs. in Cr.)
1	<a href="mailto:xyz@gmail.com">xyz@gmail.com</a>	IT	22	0.8cr



## Report-II

No. and value of the Tenders and AOC facilitated month wise

From Date	To Date	Tender Count (Nos)	Tender Value (Rs. In Crore)	AOC Tender Count (Nos)	AOC Tender Value (Rs. In Crore)
01 Apr 2023	30 Apr 2023	52036	7363	25322	2271

## Report-III

### Selection Criteria

**From Date: 01-Apr-2022 To Date: 30-April-2019 (Monthly)**

#	Sector	Tender Notice	Total No of NSIC members to whom Tender Notice is sent
1	IT	TIS/GGG/MMMM/IT	300

## Report-IV

### Selection Criteria

**From Date: 01-Apr-2022 To Date: 30-April-2019 (Monthly)**

#	States	Tender Notice nos. Published
1	Delhi	3000
2	MP	10000
3	Rajasthan	90000

*(The values given in the tables above are indicative only)*

Any other report as required by NSIC from the available data fields shall also be provided by Tenderer.

## 5. Confidentiality of Information & its usage and Intellectual Property Rights

The information provided by NSIC to the service provider will be kept confidential and the service provider will not utilize it for his / her or any other's usage for generation of any business or any other usage during and after the period of services to NSIC under this tender.

Service provider shall not use the logo, trade mark/name or any other intellectual property of the NSIC after the period of services to NSIC under this tender and except the terms and requirement of the tender during the period of services under this tender only after obtaining permission in writing from NSIC.

The service provider will not make any claim for the information provided by them to NSIC or its members in any way, whatsoever. The Tenderers are to furnish a Non-Disclosure Agreement (NDA) as per attached format at Annexure "F".

## 6. Conflict of Interest:

Tenderer shall not undertake any work during the contract period which shall be in conflict in any manner with NSIC's awarded work. However, NSIC may avail similar services from other service providers.

## 7. Eligibility Criteria /Qualifying Requirements:

Only those Tenderers fulfilling the following criteria should Tender:

### A. General

- a. Tenderer should have minimum experience of 03 years in rendering services for National Tenders and AOC. Tenderer shall submit authenticated copy of Company Incorporation Certificate, Proprietary Firm Registration Certificate, Partnership registration certificate, as the case may be.
- b. Should have executed more than three similar projects in last three years. Documentary evidence: Purchase Order (P.O.), Work Completion Certificate or Satisfactory Performance Certificate is to be furnished in Technical Tender. Details of Projects to be finished in format prescribed at **Annexure-E**

Tenderer should submit documentary evidence in respect of all the above-mentioned criteria while submitting the proposal. Proposal of Tenderer who do not fulfill the above criteria or fail to submit documentary evidence thereon would be taken as non-responsive and shall be summarily rejected.

### B. Organizational Parameter

- a. The Tenderer submitting the offer should be a Registered Company/ Partnership firm/ Proprietorship concerned (Attach Proof) i.e., Certificate of Incorporation/ Valid Registration. Tenders submitted as Joint Ventures, Consortiums and similar arrangement will not be considered as technically qualified Tender and shall be summarily rejected.



- b. The Tenderer should NOT have been blacklisted by any Government Organization/ Department. A self - declaration in this regard should be submitted by the Tenderer as per **Annexure – 'D'**.

### **C. Human Capital Strength**

The Tenderers should have at-least 25 experienced and qualified professionals permanently employed on Tenderer's Payroll. A Self-declaration in this regard should be submitted by the Tenderer as per **Annexure – 'G'**.

### **D. Financial Capability**

- a. The Tenderer should have a sales turnover of at-least 50 Lakhs in any one of the last three financial years (i.e., 2019- 20, 2020-21 & 2021-22). Tenderer should provide last three years Audited Annual Accounts/ CA Certificate of last 3 years / Audited Balance Sheet along with the technical Tender to support the same.
- b. The Tenderer shall submit the copy of PAN, GST Registration Certificate along with the Technical Tender of the Tender document.

The NSIC reserves the right to reject any Tender and to annul the Tendering process and reject all Tenders at any time prior to award of contract without assigning any reason whatsoever.

NSIC, as per its discretion, may procure services from one or more than one supplier, or procure services in parts.

The Tenderer has to qualify in all the parameters and submit the relevant documents as per each clause for responsiveness.

## 8. Payment Terms & Schedule:

NSIC will make payment for the contracted services under this Request for Proposal, as per details given below:

Twenty five percent (25%) of total yearly amount at the end of each quarter will be released on satisfactory performance and submission of Bills. For GST re-imburements at specified rate as given in Bills, NSIC may ask for proof of submission to Government account.

Currency to be indicated in INDIAN RUPEES only in Price schedules.

## 9. Tender Submission Procedure

9.1 The envelopes and super scribed as below:Tender shall be submitted in two parts in separately sealed

- a. **Envelope No-1:** The said envelope is for technical Tender & shall be super-scribed as "**Services for supply of National Tenders and AOCs Information to NSIC's MSMEMART Members and their availability through NSIC's MSMEMART Portal – TECHNICAL TENDER**".
- b. **Envelope No-2:** The said envelope is for financial Tender & shall be super scribed as "**Services for supply of National Tenders and AOCs Information to NSIC's MSMEMART Members and their availability through NSIC's MSMEMART Portal – FINANCIAL TENDER**".

### 9.2 Tender Validity

The Tender shall be valid for a period of 90 days from Tender opening date.

## 10. Tender Fee and Earnest Money Deposit

10.1 The Tender document is available on the NSIC website [www.nsic.co.in](http://www.nsic.co.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in), Tenderers can download Tender documents and use it for submission along with Tender fee amount of Rs.590/- (Rs. Five Hundred Ninety only, inclusive of GST) by way of online payment in favour of "**NSIC LIMITED**".

### **Bank Details for online payment**

Account No.: 060-200-2100-000-892,

IFS Code: PUNB0060200,

A/c type: C.A.,

Bank Name: PUNJAB NATIONAL BANK,

Branch: NSIC Bhawan, Okhla Indl. Estate, New Delhi-110020.

Evidence of payment made shall be enclosed in the Technical Tender.

10.2 Earnest Money Deposit of Rs. 60,000/- (Rupees Sixty Thousand only) should be paid by way of online payment in favour of "NSIC LIMITED". **Bank Details for online payment are given under para 10.1.**

Evidence of payment made shall be enclosed with Technical Tender. Without the EMD, the proposal shall be outrightly rejected.

However, there is **exemption of EMD and Tender Fee** applicable to the units registered with MSME, Udyog Aadhar, The National Small Industries Corporation (NSIC) as defined in General Financial Rules (GFR) 2017. Further, exemption will also be provided as per the "Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012".

## **11. Foreclosure of Contract (for Service):**

In case, the Service Provider does not perform under the contract to the full satisfaction of EIC (Engineer-in-charge)/NSIC authorized representative, NSIC reserves the right to reject the services rendered under the contract in entirety or partially, as the case may be. During the evaluation period of rendered services, the Service Provider shall be liable to fully refund the payment received for the quarter in which deficiency of service is inferred & concluded by NSIC. In this regard, the decision of the EIC (Engineer-in-charge)/NSIC authorized representative, Head Office, Business Development Division, New Delhi shall be final & binding.

## **12. Defect Identification and its redressal:**

The service provider shall immediately attend the issues, bugs and complaints as noticed by them, or reported by NSIC, or MSMEMART members. The Service Provider shall provide and develop a system for regular redressal of complaints and upkeep, maintenance of all the services which includes issues identifications and its immediate rectification, so that services are not affected. It shall be the sole responsibility of the Service Provider that all the services rendered by him are kept functional round the clock during the validity of the contract. Defect Liability period shall be 03 months from the date of completion/expiry of Contract, wherein any defect, error, mis-information provided by Service Provider shall be required to be redressed and resolved at Service Provider's own expenses for services carried out by him during contract period. On failure of the service provider to do so, the same shall be completed by the NSIC at the risk and cost of the Service Provider (Successful Tenderer).



### **13. Timely Availability of Support Services (post-award):**

The successful Tenderer should have or develop proper and adequate support mechanism at New Delhi to provide all necessary services under this Tender. The Tenderer should be able to provide support services to all users/members of NSIC either through their own support office or through franchise centers. The response time for support services for service should not be more than 24 hours.

### **14. Service Continuity**

The service provider confirms and agrees to provide the continuity of the service after expiry of service period for three months in exigency conditions at same rate and condition till the hiring of new service provider.

### **15. Liquidated Damages**

Time is the essence of this service contract. On the occurrence of any of the event of default on the part of Service Provider, the NSIC shall be at liberty to terminate the Contract/Work Order with prior 30 days' notice. In the event of termination of contract, the Service Provider shall be liable to pay the 25% of total contract value along with damages (if any) as claimed by NSIC MSMEMART Members.

### **16. Arbitration for any Dispute**

For any dispute or differences arising between NSIC and the tenderer/service provider with regard to this tender, the same shall be referred to the Sole Arbitrator appointed by Chairman cum Managing Director of NSIC. Such sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 (As amended up to date). There shall be no objection by Tenderer/service provider for appointment of such person as Arbitrator. The award of the Arbitrator so appointed shall be final and binding on the parties to this tender / Agreement.

The Venue of Arbitration shall be at Delhi.

The cost of Arbitration shall be equally shared between the bidder and NSIC.

Language of Arbitration proceedings shall be English.

The courts at Delhi shall have exclusive jurisdiction.



## **17. Security Deposit:**

An amount equal to ten percent of awarded contract value shall be submitted by successful Tenderer to NSIC as security deposit within 21 days of Award of Work, which shall be returned by NSIC after completion of Defect liability period without any interest subject to successful delivery of services during the period of contract.

## **18. Mobilization Advance:**

This is a contract for providing services, so no mobilization advance shall be admissible and provided by NSIC.

## **19. Language:**

Tender can be submitted in HINDI language along with its English translated version.

## **20. Code of Integrity for Public procurement:**

All Bidders and procuring authorities shall observe the highest standards of ethics and shall not indulge in corrupt practices, fraudulent practices, anti-competitive practices, coercive practices, obstructive practices etc.

## **21. Punitive provisions:**

If the code of integrity is observed to be violated conclusively, then NSIC may take appropriate measures as they deem fit as per Manual for Procurement of Consultancy & other services 2017

## **22. Conflicting relationship:**

A Tenderer/Service Provider consultant having close business or family relationship with professional staff of NSIC who are directly or indirectly involved in any part of tender process / bidding is to be declared at the time of tender bid submission for resolution as per satisfaction of Executing contract awarding authority.



In conditions of contract closure due to any reason whatsoever, Tenderer/Service Provider confirms and agrees to transfer data pertaining to subject tender to NSIC or their authorized representative.

## **23. Termination**

NSIC/ Service Provider may terminate the contract by giving thirty days (30) notice in writing without assigning any reason.

NSIC on giving notice in writing to the successful tenderer/service provider can also terminate the contract in following circumstances:

- a. In the event of the successful tenderer/service provider having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors.
- b. NSIC shall also have, without prejudice to other rights and remedies, the right in the event of breach by the successful tenderer/service provider of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the bidder and forfeit the security deposit or any other part thereof for the sums due to any damages, losses, charges, expenses or costs that may be suffered or incurred by the NSIC due to the successful tenderer's/service provider's negligence or un-workman-like performance of any of the services under the contract.



**Annexure – 'A'**

**TECHNICAL TENDER**

**FORMAT & REQUIREMENTS**

1. Ref. No: **HO-42/23/2022-DSF-HO-NSIC\_HO**
2. Name of Tenderer: .....
3. Complete office address of Tenderer.....  
.....  
.....
4. Contact details of authorized person of Tenderer who have signed the Tender.
  - a. Name: .....
  - b. Designation: .....
  - c. Phone (Office): .....
  - d. Phone (Mobile): .....
  - e. E-mail Id: .....
5. EMD and Tender Fee payment details (details of fee deposited & its details)  
.....
6. Documents to be enclosed with the Technical Tender are as under:
  - a. Duly signed & stamped Tender documents (All pages) as a mark of your acceptance.
  - b. Supporting information with respect to clause A to D of Qualification Criteria.
  - c. Copy of PAN Card, GST Registration Certificate duly Signed & Stamp.
  - d. Tenderer's Authorization Certificate as per **Annexure "C"**.
  - e. Self-declaration / Undertaking on letter head as per **Annexure "D"**.
  - f. Annexure-"A" for Technical Tender
  - g. Annexure-"B" for Financial Tender (in separate/ sealed envelope-2)
  - h. Annexure-"C" for Authorization Certificate
  - i. Annexure-"D" for Undertaking / Self-Declaration for not Blacklisted
  - j. Annexure-"E" for Details of Projects Executed in Last 3 Years
  - k. Annexure-"F" for Non-Disclosure Agreement (NDA)
  - l. Annexure-"G" for Human Capital Strength

Signature of the Tenderer with stamp

Name: .....

Designation: .....

Date: .....



**Annexure - `B`**

**FINANCIAL TENDER**

**FORMAT & REQUIREMENTS**

1. Ref. No.: **HO-42/23/2022-DSF-HO-NSIC\_HO**
2. Name of the Tenderer: .....
3. The offer with rates for the schedule of requirements of items, as elaborated under, to be submitted. Adhering to the format given below is a Pre-requisite for considering your quotations:

**Table-1**

#	Description	Amount (in Rs.)
1	Lump sum amount for Services for supply of National Tenders Information to MSMEMART Members (20000 nos.) through email and availability of same on web platforms through NSIC's B2B Portal for a period of one year.	
2	Lump sum amount for Services for supply of (Award of Contract) AOC to MSMEMART Members (20000 nos.) through email and availability of same on web platforms through NSIC's B2B Portal for a period of one year.	
3	GST @ _____	
	Total (Including GST)	

In words (Rs. .... )

**Table -2**

For additional requirement beyond 20000 nos. including taxes: -

#	Description	Amount including GST (in Rs.)
1	Additional amount for Services for supply of National Tenders Information to MSMEart Members (every 5000 nos.) beyond 20000nos.	For 1 <sup>st</sup> 5000 members i.e., 25000 nos.
		For 2 <sup>nd</sup> 5000 members i.e., 30000 nos.
2	Additional amount for Services for supply of (Award of Contract) AOC to MSMEart Members (every 5000 nos.) beyond 20000nos.	For 1 <sup>st</sup> 5000 members i.e., 25000 nos.
		For 2 <sup>nd</sup> 5000 members i.e. 30000 nos.



I/we hereby confirm that to the best of our knowledge and belief:

1. The rate quoted will be reasonable and valid for the period of one year from the date of opening of financial Tender. The period can be extended with mutual consent.
2. Tendered rates are at par with the prevailing market rates and not more than the price usually charged for same nature/class or description from any other, either foreign or as well as Government purchaser.
3. In respect of indigenous items/services for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.
4. Services/Products/Goods supplied, will be of requisite specification and quality.

**Note:**

1. The Tenderer is advised to quote rate in absolute Indian Rupees.
2. The rate quoted will be reasonable and valid for period of contract from the date of opening of financial Tender. The period can be extended with mutual consent.
3. **The tenders shall be evaluated for the lowest offer based on the total amount quoted at table -1 above**
4. No condition will be entertained and conditional Tender will be liable to be rejected.

Signature of the Tenderer with stamp

Name: .....

Designation: .....

Date: .....



**Annexure -`C`**

**Tenderer's Authorization Certificate**

(To be submitted on the letter head of the Tenderer)

To,  
DEPUTY GENERAL MANAGER (C & P CELL),  
The National Small Industries Corporation Limited,  
NSIC Bhawan, Okhla Industrial Estate, Phase-III  
New Delhi-110020

<Tenderer's Name> \_\_\_\_\_

<Designation> \_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company in dealing with Tender of reference no. HO-42/23/2022-DSF-HO-NSIC\_HO dated \_\_\_\_\_. He is also authorized to attend meetings & submit technical & financial information as may be required by you in the course of processing above said Tender. His signatures are confirmed below.

Signature of Authorized Signatory

Yours Sincerely,

Signature of the Tenderer with stamp  
(to be signed by Proprietor/Partners/Directors of company)

Name: .....

Designation: .....

Date: .....



**Annexure - `D`**

**Undertaking /Self-Declaration for Not Blacklisted**

(To be submitted on the letter head of the Tenderer)

To,

Deputy General Manager(C & P Cell),  
The National Small Industries Corporation Limited  
(A Government of India Enterprise)  
NSIC Bhawan, Okhla Industrial Estate, Phase-III  
New Delhi- 110 020

Sir,

With reference to the Tender No. HO-42/23/2022-  
DSF-HO-NSIC\_HO,

We.....  
hereby confirm that we have not been blacklisted by any Government  
Department (Central/State/Autonomous/PSU) in India.

Signature of the Tenderer with stamp

Name: .....

Designation: .....

Date:.....





**Annexure - `E`**

**Details of Projects Executed in Last 3 Years**

**(Refer Clause 7(A))**

#	Name, Address, Contact Number & e-mail of Client	Nature/ Title of Work	Date of Award	Date of Completion	Value (Rs. In lakhs)

\* CA Certificate / Audited Balance Sheet / Online verifiable resource.

Signature of the Tenderer with stamp

Name: .....

Designation: .....

Date: .....



**Annexure - `F`**

**Non-Disclosure Agreement (NDA)**

**Third Party Non-Disclosure Agreement**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_(Name of Company), acknowledge that the information (Oral or Written) received or generated, directly or indirectly, while working with NSIC on contract is confidential and that the nature of the business of the NSIC is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the NSIC or its members. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: systems, techniques, computer programs/data.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return the copies thereof relating in any way to NSIC business, or in any way obtained by me during the course of contract. I further agree that I, or any others personnel employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion /termination of the contract also. I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the NSIC, and are reasonable given the nature of the business carried on by the NSIC. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of, 20\_\_\_\_\_.

Signature of the Tenderer with stamp

Name: .....

Designation: .....

Date: .....



**Annexure –`G`**

**Self-Declaration for Human Capital Strength**

(To be submitted on the letter head of the Tenderer)

To,

DEPUTY GENERAL MANAGER(C & P CELL),  
The National Small Industries Corporation Limited  
(A Government of India Enterprise)  
NSIC Bhawan, Okhla Industrial Estate, Phase-III  
New Delhi- 110 020

Sir,

With reference to the Tender No. HO-42/23/2022-  
DSF-HO-NSIC\_HO,

We.....  
hereby confirm that we have at-least 25 experienced and qualified  
professionals permanently employed on our Payroll.

Signature of the Tenderer with stamp

Name: .....

Designation: .....

Date: .....



## Annexure - 'H'

### Checklist

Sl. No.	Particulars	Please tick against the Supporting documents furnished
<b>A</b>	<b>Qualification Document</b>	
1	Tender document signed and stamped	<input type="checkbox"/>
2	PAN/GST Copy, 3years experience	<input type="checkbox"/>
3	Details of Earnest Money Deposit submitted	<input type="checkbox"/>
4	Similar 3projects P.O. copy	<input type="checkbox"/>
<b>B</b>	<b>Tenderer's Organization &amp; Experience Proof</b>	
1	Company Incorporation Certificate, Proprietary Firm Registration Certificate, partnership registration certificate, Affidavit for Proprietorship.	<input type="checkbox"/>
2	Human capital strength, minimum 25numbers	<input type="checkbox"/>
3	Audited Annual Accounts/ CA Certificate of last 3 years / Audited Balance Sheet	<input type="checkbox"/>
<b>C</b>	<b>Annexures to be Enclosed</b>	
1	Annexure 'A' Technical tender	<input type="checkbox"/>
2	Annexure 'B' Financial tender (in separate envelope)	<input type="checkbox"/>
3	Annexure 'C' Authorization certificate	<input type="checkbox"/>
4	Annexure 'D' Declaration of not Blacklisted	<input type="checkbox"/>
5	Annexure 'E' Details of Project executed in 3yrs	<input type="checkbox"/>
6	Annexure 'F' Non-disclosure Agreement	<input type="checkbox"/>
7	Annexure 'G' Human capital Strength	<input type="checkbox"/>

**End of the document**