



Notice Inviting Expression of Interest

For

Services to NSIC B2B Portal Members at Web Platform

ISSUED BY

**The National Small Industries Corporation Limited
NSIC Bhawan
(A Government of India Enterprise)
Okhla Industrial Estate, Phase – III,
New Delhi– 110 020**

Note: This document contains a total of 16 pages. No change in the document by the bidder is permissible

EXPRESSION OF INTEREST

NSIC invites Expression Interest for providing Services to NSIC B2B Portal Members at Web Platform on Non Commercial Terms

BACKGROUND

National Small Industries Corporation (NSIC), is an ISO 9001-2008 certified Government of India Enterprise under Ministry of Micro, Small and Medium Enterprises (MSME). NSIC has been working to promote aid and foster the growth of micro, small and medium enterprises in the country.

NSIC is providing B2B Services to its members since 2007. Currently more than 1 Lac members are registered with NSIC's B2B portal.

OBJECTIVES & SCOPE OF WORK

NSIC is in a process of revamping its existing Portal www.msmemart.com to render more B2B services to Micro, Small and Medium Enterprises. In this perspective, NSIC is looking forward for reputed B2B Service providers, preferably having experience in providing web services to large number of beneficiaries in the area of Sub-contracting Exchange, Buying / Selling of Old Machineries / Scarp (Metal & Non Metal), Online aggregation of Raw Material Demand, Online Exhibition Registration, Online Negotiation between SERVICE SEEKER & seller, Reverse Auction Facility, Global Business Matching Service at discounted price to the members of NSIC B2B portal through a web based platform.

NSIC will act as a facility provider and will offer an Intermediary web interface between SERVICE SEEKERS(NSIC B2B Members) and Service providers in line with the given features at mutually agreed rates. The Mutual transfer of the traffic between NSIC and Service Provider Portal will enhance the reach to MSEs of India.

In view of above NSIC is looking for the service providers for the following features who can share a web platform on NON – Commercial Terms for NSIC & Discounted pricing for B2B Portal Members:

EXPECTED OUT COME & BUSINESS MODEL

Web Platform will be based on the Co-Branding basis.

Mutual web traffic sharing for both the portal, to enhance the reach and expanding the horizons.

Reports through web service from the service provider for actual transactions held on their portal by NSIC B2B Members.

Increase in B2B Membership

Business Model between Service provider and SERVICE SEEKER

TRANSACTING ON THE PORTAL

All the Transactions entered into between the SERVICE PROVIDER and its respective SERVICE SEEKER on the “Web Platform” are governed by the specific Terms and Conditions of each Transaction (such as pre-qualification criteria, technical requirements, pricing, warranties, delivery, etc.) established between the SERVICE PROVIDER and their respective SERVICE SEEKER. The “Web Platform” is only a venue and a platform through which the SERVICE PROVIDER and their respective customers can transact. The power to make the decision of doing the business vests always and in all conditions with the SERVICE PROVIDER. NSIC is not a party to any of the transaction entered into upon the “Web Platform” between

the SERVICE PROVIDER and any of its SERVICE SEEKER. NSIC does not set nor endorse any of the terms and conditions of the sale effected on the "Web Platform" inclusive of but not limited to the price, contract terms, quality, safety, conformance or legality of the Products/Services advertised or offered for, the ability of SERVICE PROVIDER to provide services or the ability of its SERVICE SEEKER to avail services. NSIC cannot and does not control, in any situation, whether SERVICE PROVIDER will complete the services they offer or whether their SERVICE SEEKER will avail the services as they request for on the "Web Platform". NSIC is also not responsible with respect to payment or collection for orders made and bids placed on the "Web Platform".

NO WARRANTY

The SERVICE PROVIDER confirms and agrees that by assenting to these terms and conditions, it assume any and all responsibility and risk of use of the "Web Platform" and any products or services contained therein. NSIC provides the "Web Platform" and services thereto "as is" and "as available," without any warranty or condition of any kind, express, implied or statutory. NSIC expressly disclaim any warranties of any kind, inclusive of but not limited to:

- a. the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b. that service of the SERVICE PROVIDER will be continuous, uninterrupted and/or error-free;
- c. for replacement of any sort of goods which is sold on the Web Platform or services offered by the SERVICE PROVIDER to any of its SERVICE SEEKER.

- d. the assurance as to the quality, identity, functioning or reliability of any SERVICE SEEKER or SERVICE PROVIDER and guidance whether the SERVICE PROVIDER should do business with such SERVICE SEEKER; and

the assurance as to the accuracy of any information made available on or through the "Web Platform" by or on behalf of any SERVICE SEEKER.

Release The Parties agree that NSIC is not a party to any agreements between SERVICE PROVIDER and SERVICE SEEKER or any other parties for the transaction made on the "Web Platform", and further NSIC also has no control over the truth or accuracy of representations made by the aforesaid parties, or the ability of aforesaid parties to any such agreement to fulfil their part of any transaction. The SERVICE PROVIDER hereby releases and agrees to hold harmless NSIC inclusive of but not limited to its officers, directors, subcontractors (including without limitation technology providers) acting in their capacity of providing services to NSIC, and employees from any and all claims, demands, and damages of every kind and nature (including, without limitation to actual, special, incidental and consequential), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the use of the "Web Platform", or any agreement or transaction between any SERVICE PROVIDER, on the one hand, and any other Third Parties on the other hand.

The SERVICE PROVIDER further agrees that the function of NSIC is limited to providing access to a communication system over which information made available by SERVICE PROVIDER is temporarily stored and hosted. NSIC in any case does not initiate any transaction between the SERVICE PROVIDER and any of its SERVICE SEEKER or select the SERVICE SEEKER and neither NSIC has any control over the information contained on the "Web Platform"

GOOD FAITH AND FAIR DEALING

SERVICE PROVIDER hereby agrees to act in accordance with the principles of good faith and fair dealing when transacting on or through the "Web Platform". NSIC reserves the right to investigate any allegation or evidence of any SERVICE PROVIDER's failure to abide by the principles of good faith and fair dealing in connection with its use of the "Web Platform", and to fashion and enforce remedies, in its sole but reasonable discretion, in order to address any violation of such principles.

INFORMATION POSTED ON THE PORTAL

The "Web Platform" may contain news and information published by various third parties, some of which may contain facts, views, opinions, analyses and recommendations of individuals and organizations deemed of interest. NSIC does not guarantee the accuracy, completeness, or timeliness of, or otherwise endorse these views, opinions, analyses, or recommendations. SERVICE PROVIDER assumes sole responsibility and risk for use of such content.

The "Web Platform" may contain links to third party websites not under the control or operation of the NSIC. The Parties agree that NSIC provides links only as a convenience and does not endorse, and is not responsible for the contents of, any site linked to its "Web Platform". SERVICE PROVIDER assumes sole responsibility and risk for use of such third party links.

The Parties further agree that SERVICE PROVIDER postings to the Portal are the sole responsibility of the SERVICE PROVIDER and NSIC has no obligation to monitor Portal contents or third party links on such linked Third Party Websites and NSIC expressly disclaims any responsibility to filter any such content. However, NSIC reserves the right to take any action with respect to information

posted on the "Web Platform" that NSIC deems inappropriate in its sole discretion, including but not limited to the immediate removal of offensive or harmful content, or suspension or termination of SERVICE PROVIDER's rights of use of "Web Platform".

The SERVICE PROVIDER confirms that the SERVICE PROVIDER is solely responsible, which is inclusive but not limited to, for pricing and payment realization of the product posted on the "Web Platform", details, availability and quality of the products, replacement of the products which are defective or malfunctioning, deciding the mode of payment, Mode of delivery, delivery charges ,delivery time of the products posted on "Web Platform" , The SERVICE PROVIDER further confirm that all the information posted on the "Web Platform" by the SERVICE PROVIDER is complete, true, accurate and not misleading to best of its knowledge and the product description and their respective images are not deceptive. The SERVICE PROVIDER is solely responsible for any mismatch between product categories and quantity selected by any of its SERVICE SEEKER and the respective delivery made by the SERVICE PROVIDER, the Post delivery supports and installation, if any, for the products posted on the "Web Platform". The SERVICE PROVIDER is also solely responsible for any dispute with related to inclusive but not limited to product's quality, warranty etc. posted by him on the "Web Platform" and sold to the SERVICE SEEKER.

The SERVICE PROVIDER further agrees that it shall not post information on the "Web Platform" that is, or offer Products or services for sale that are:

- fraudulent or related to the sale of counterfeit or stolen items;
- infringing of any third party's rights, including but not limited to copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy or Intellectual Property Rights;
- transmitted anonymously or labelled under a false name;

- in violation of any applicable law, statute, rule or regulation (including without limitation those governing export control, consumer protection, unfair competition, cartelisation, government/public sector procurement, anti-discrimination or false advertising);
- obscene, indecent or pornographic;
- defamatory, trade libellous, threatening or harassing; or
- unsolicited or unauthorized advertisements, promotions, or other forms of solicitation.

In addition, SERVICE PROVIDER may not link directly or indirectly to, or include descriptions of, Products/ Services

- a. that are prohibited by this Usage Agreement or
- b. to which the SERVICE PROVIDER does not have the right to link or include.

SERVICE PROVIDER must obtain the NSIC's express permission to link "Web Platform" to their web sites. Furthermore, SERVICE PROVIDER should not sell through the Web Platform any Product or service that could cause NSIC to violate any applicable law, statute, ordinance, or regulation of any jurisdiction.

Protection of data provided by SERVICE PROVIDER

The SERVICE PROVIDER agrees that NSIC has no liability to protect any personal data or information provided by the SERVICE PROVIDER on the "Web Platform" or otherwise in any manner. The SERVICE PROVIDER also releases NSIC of the liability for security of any of the information provided by SERVICE PROVIDER which may cause Wrongful Loss or gain to any other third party and NSIC is not liable to pay any damages or compensation in any form to any person.

COMPLIANCE WITH LAWS

SERVICE PROVIDER shall comply with all applicable laws, statutes, ordinances and regulations regarding the use of the "Web Platform", bidding on or purchase of merchandise, and posting and retrieval of information (including without limitation those governing export control, unfair competition, antitrust, cartelisation, government/public sector procurement, or false advertising).

SYSTEM INTEGRITY

SERVICE PROVIDER hereby agrees not to tamper in any way with the software or functionality of the "Web Platform". Without limiting the foregoing, the SERVICE PROVIDER agrees not to put any computer programs, information or data into the "Web Platform" which contains any viruses, Trojan horses, worms, cancel bots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information.

LICENSE

Subject to the Terms and Conditions, NSIC hereby grants SERVICE PROVIDER a personal, non-transferable, non-exclusive, non-sub-licensable license to use the software and the user interface for viewing and otherwise using the "Web Platform" and its services in accordance with the Terms and Conditions, and for no other purpose. All rights, title and interest in and to the software, user interface and content made available from, on or through this "Web Platform" shall belong to NSIC including all modifications thereof and enhancements thereto. The software and user interface made available from, on or through this "Web Platform" may not be copied, modified or distributed by SERVICE PROVIDER, nor may derivative works be prepared there from. The license granted pursuant to the Terms and Conditions is solely for the internal use of SERVICE PROVIDER and may not be used for any time sharing or service bureau purposes outside of SERVICE PROVIDER's

organization. SERVICE PROVIDER shall not reverse engineer, decompile, or otherwise translate, in any way, the software and user interface made available from, on or through this "Web Platform". SERVICE PROVIDER shall have no right or claim of right to the software or any unique ideas found on this "Web Platform". No ownership rights are granted to SERVICE PROVIDER hereunder and no title is transferred hereby.

Relationship

NSIC and SERVICE PROVIDER are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Usage Agreement, or the Terms and Conditions.

Termination

In its sole discretion, NSIC may restrict or terminate SERVICE PROVIDER's usage of the "Web Platform" products or services, postings, or current bids immediately if the SERVICE PROVIDER breaches any of the Terms and Conditions, or if NSIC is unable to verify or authenticate any information provided by the SERVICE PROVIDER. Notice of termination must be provided in accordance with the requirements within 90 days. NSIC will give notice with regard to the aforesaid termination to the Service Provider and the agreement would stand terminated within 90 days of such notice given by NSIC to Service Provider.

SETTLEMENT OF DISPUTES

If any dispute or differences arise between NSIC and the Service Provider with regard to construction, meaning, interpretation or termination of this agreement, recovery of dues and effect of these present or any part thereof the same shall be referred by either party to the Chairman-Cum –Managing Director of the NSIC who shall refer the matter for adjudication to the sole arbitrator, who can be an employee serving or retired of the NISC. There shall be no objection to the said

appointment of the arbitrator. The award of the sole arbitrator so appointed shall be final and binding on the parties to the agreement.

The venue of the Arbitration shall be at Delhi or at any other place, at the discretion of the Chairman-cum-Managing Director of the NSIC and the Court at Delhi shall have exclusive jurisdiction to decide the matter relating to the Arbitration referred to the above

SERVICE OF NOTICE

Any notices request or other communications to be given or made under this Arrangement shall be in writing and shall either be delivered personally by hand or sent by courier, registered or certified mail or facsimile. Notices and other communications shall be addressed as follows:

(a) If to NSIC:

(b) If to SERVICE PROVIDER:

GOVERNING LAW AND JURISDICTION

This Usage Agreement and the relationship between SERVICE PROVIDER and NSIC shall be governed by and construed in accordance with the laws of India. NSIC makes no representation that material on the "Web Platform" is appropriate or available for use in other locations, or that the contents comply with local law. Those who choose to access this "Web Platform" from other locations do so on their own initiative and are responsible for compliance with local laws.

INDEMNIFICATION: Without limiting the generality or effect of other provisions of this Usage Agreement, as a condition of use, SERVICE PROVIDER agrees to indemnify, hold harmless, and defend NSIC against all costs, expenses, liabilities

and damages incurred by any Indemnified Party in connection with any third party claims arising out of:

- a. SERVICE PROVIDER's usage hereunder and/or engagement in transactions on the "Web Platform", including, but not limited to, failure of any Products to meet specifications or breach of warranty,
- b. SERVICE PROVIDER's failure to comply with any applicable laws and regulations (including without limitation those regarding the export/import of Products or technology) or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services,
- c. SERVICE PROVIDER's breach of any of its obligations set forth in the Terms and Conditions; and
- d. Infringement claims asserted against NSIC based on its use of SERVICE PROVIDER's intellectual and informational property; and
- e. SERVICE PROVIDER's agreements or transactions with Third Party Providers.

SERVICE PROVIDER shall not settle any such claim without the written consent of the applicable Indemnified Party, which such consent shall not be unreasonably withheld.

Limitation of liability

In no event shall NSIC, nor any officer, affiliate, director, shareholder, agent, subcontractor (including without limitation technology providers and Service Providers) acting in its capacity of providing services to NSIC, or employee be liable to any user or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof, resulting directly or

indirectly from, or otherwise arising (however arising, including negligence) out of: the use of the "Web Platform" by the SERVICE PROVIDER, including, but not limited to, damages resulting from or arising out of SERVICE PROVIDER's reliance on the "Web Platform", or the mistakes, omissions, interruptions, errors, defects, delays in operation, non-deliveries, misdeliveries, transmissions, eavesdropping by third parties, or any failure of performance of the "Web Platform"; any agreement entered into between SERVICE PROVIDER and any third party (or the negotiations or discussions conducted in anticipation of any such agreement), whether or not such third party is a third party provider as defined in this usage agreement; the termination or suspension of a SERVICE PROVIDER's id and password by NSIC pursuant to the terms and conditions; the failure, or alleged failure, of any product or service purchased or transferred pursuant to the "Web Platform" to conform to any specifications or terms, whether published on the portal or not; the breach, or alleged breach, of any warranty, express or implied, relating to any such product, service or shipment; or government restrictions, strikes, war, any natural disaster or force majeure, or any other condition beyond.

Miscellaneous Provisions

These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the SERVICE PROVIDER's use of the "Web Platform", and supersede and replace any and all prior written or verbal agreements. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between a SERVICE PROVIDER and NSIC nor trade practice shall act to modify any provision of the Terms and Conditions. If any particular provision of the Terms and Conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the Terms and Conditions which shall remain in full force and effect. In addition, if any provision contained in the Terms and Conditions shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. These Terms and Conditions may not be assigned

or transferred to third parties by SERVICE PROVIDER without prior written permission from NSIC. The SERVICE PROVIDER shall not be construed to be a third party beneficiary of any agreement between NSIC and any Service Provider to the NSIC.

TIMEFRAME

The arrangement will be for 1 Years from the date of arrangement which can be further extended after reviewing .

OWNERSHIP OF MATERIAL

Any Logo, studies, reports or other material, graphic, software or otherwise, prepared by the service provide for the NSIC under this arrangement order shall belong to and remain the property of the NSIC. Any breach in Intellectual Property Rights (IPR) during the project shall not be acceptable. All consequential losses on account of breach of IPR shall be responsibility of Service Provider(s).

LIQUIDATED DAMAGES

NSIC shall not be liable for the service provided in terms of quality or quantity by the service provider to the Member. NSIC shall only provide a platform for interaction between members and service provider and hence will not be responsible for any act from both ends.

FORCE MAJEURE

The Term "Force Majeure" shall include, without limitation, acts of nature, fire, explosion, storm, or other similar occurrence; order or acts of military or civil authority; national emergencies, insurrections, riots, wars, strikes, work stoppages, or other labour disputes, Service Provider failures, shortages, breach, delays or raw water resource not being available/ getting defunct / altered/ non usable.

SUBMISSION OF INTEREST

Interested firms may submit their expression of interest with the following documents:

- Company Profile with the work experience details
- Balance sheets of the firms (preferably of last 3 years)
- Details of the service(s) provided by the firm in line with the features mentioned on pg no 2
- List of existing clients (if any) for the same services.
- Proposed Project Plan on Non commercial Terms with NSIC and Mutually agreed rates for the members of B2B Portal
- Discount Proposed/ Tariff to NSIC B2B member, if applicable.
- Web address of the Service Provider

OTHER TERMS & CONDITIONS

The project information and project program is subject to change and can be annul any time.

TIME LINE

Expression of Interest to be submitted Latest by 1st January, 2018 latest by 2.30 (P.M) in CR section, NSIC Bhawan, Okhla Industrial Estate Phase – III, New Delhi- 110 020

CONTACT DETAILS

Address for Sending Expression of Interest	Chief General Manager (TISDC) National Small Industries Corporation Limited (A Government of India Enterprise) NSIC Bhawan, Okhla Industrial Estate Phase – III, New Delhi- 110 020
Contact Person for Queries	Smt. Anju Kapoor Manager (IT) National Small Industries Corporation Limited NSIC Bhawan, Okhla Industrial Estate Phase – III New Delhi – 110020 Tel. – 011-26926275 Email: anjukapoor@nsic.co.in