# The National Small Industries Corporation Ltd. "NSIC Bhawan" Okhla Industrial Estate New Delhi-110020

#### **CORRIGENDUM for**

# **Request for Proposal**

### For

# Conducting study for Market Mapping for opportunities under E-Commerce

With reference to tender Ref. No. NSIC/HO/TISDC/Study-Ecommerce/2015-16, dated: 10.08.2015 in respect to Conducting study for Market Mapping for opportunities under E-Commerce. The last for submission of Bids has been extended. The Dates shall be read as:-

- 1. Last date & Time for Receipt of Bids : 24-08-2015 at 1500 Hrs
- 2. Opening of technical Bids : 24-08-2015 at 1530 Hrs

For any queries may contact <a href="mailto:dpu@nsic.co.in">dpu@nsic.co.in</a>.

**GM-SG(TISDC)** 

# The National Small Industries Corporation Ltd. "NSIC Bhawan" Okhla Industrial Estate New Delhi-110020

**CORRIGENDUM** for

**Request for Proposal** 

For

# Conducting study for Market Mapping for opportunities under E-Commerce

With reference to tender Ref. No. NSIC/HO/TISDC/Study-Ecommerce/2015-16, dated: 10.08.2015 in respect to Conducting study for Market Mapping for opportunities under E-Commerce. The page no 6 and 7 may be read as under:-

#### Page - 6

recommend improvement in NSIC Shopping portal to position in a better place in the Mapping outcome.

#### 2. Methodology for the Proposed Market Mapping:

- 2.1 Preparation of standard questionnaire in consultation with NSIC.
- 2.2 To identify top five states which are E-commerce centric and volume of the sale being carried out.
- 2.3 To study those top five states which are E-commerce centric with a sample data of 100 units per state preferably retailer, buyers and MSMEs.
- 2.4 Every sample size of data collection in one state should not be less than 80 in equal proportionate, in the category of Retailers, Buyers and MSMEs.
- 2.5 The data population shall comprise of significant stake holders of popular, fast moving online products
- 2.6 Data to be collected mainly through questionnaire, interview methods and through Electronic media.
- 2.7 Distribution of questionnaire to 1000 units on a Pan-India basis on a sampling method.
- 2.8 Obtaining of questionnaire duly filled in from at least 400 units.
- 2.9 Personal discussion and interviews with a sample of at least 200 units rated.
- 2.10 Analyzing the data so received and evaluating the same in terms of objectives of the scheme as mentioned above.
- 2.11 Market Mapping of various E-commerce Portals.
- 2.12 Positioning of NSIC's Shopping Portal aggressively in the Market Map by suggesting improvement.
- 2.13 Preparation and submission of the draft report.
- 2.14 Incorporation of views from NSIC.
- 2.15 Presentation by the consultant / agency and discussion on the report.
- 2.16 Submission of final report. (5 copies in printed form and soft copy)

# 3. Reports and Time Schedule:

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

	to.												
S.	Project Activity	1	2	3	4	5	6	7	8	9	10	11	12
No.													
1(a)	Desk Research Preparation of standard questionnaire in consultation with NSIC.												
1(b)	To identify top five states which are E-commerce centric and volume of the sale being carried out.												
1(c)	To study those top five states which are E-commerce centric with a sample data of 100 units per state preferably retailer, buyers and MSMEs. (To be read with 2.4 & 2.5)												
	Field Survey / Analysis of data												
Z(a)	Data collection mainly through questionnaire, interview methods and through Electronic media.												
2(b)	Distribution of questionnaire to 1000 units on a Pan-India basis on a sampling method.												
2(c)	Obtaining of questionnaire duly filled in from at least 400 units.												
` '	Personal discussion and interviews with a sample of at least 200 units rated.												
2(e)	Analyzing the data so received and evaluating the same in terms of												
2(f)	objectives of the scheme Market Mapping of various E-commerce Portals.												
2(g)	Positioning of NSIC's Shopping Portal aggressively in the Market Map by suggesting improvement.												
	Submission of Draft Report												
	Incorporation of views from NSIC.												
	Submission of final Reports & PPT												
	Presentation by the consultant / agency and discussion on the report.												
3(b)	Submission of final report.												

# The National Small Industries Corporation Ltd. "NSIC Bhawan" Okhla Industrial Estate New Delhi-110020

# **Request for Proposal**

# For

# Conducting study for conducting Market Mapping for opportunities under E-Commerce

Last date of receipt of tender : 17.08.2015

(Latest by 15:00 hrs)

Date of opening of Technical Bid: 17.08.2015

(15:00 hrs)

Date of opening of Price Bid : 24.08.2015

(16:00 hrs)

The National Small Industries Corporation Ltd.
(A Government of India Enterprise)
"NSIC Bhawan" Okhla Industrial Estate
New Delhi-110020

# **INDEX OF TENDER DOCUMENTS**

S.No.	DESCRIPTION	PAGE NO
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## The National Small Industries Corporation Ltd. "NSIC Bhawan", Okhla Industrial Estate New Delhi-110020

No. NSIC/HO/TISDC/Study-Ecommerce/2015-16	Dated:
M/s	

Sub: Invitation for Conducting "Market Mapping for opportunities under E-Commerce"

- 1. National Small Industries Corporation Ltd (NSIC) is a Government of India Enterprise, under the administrative control of Ministry of MSME, working for the promotion of Micro, Small & Medium Enterprises (MSMEs) in the country.
- 2. NSIC intends to **conduct Market Mapping for opportunities under E-Commerce** as stated in <u>Terms of Reference</u> (TOR). A copy of the Terms of Reference (Refer Annexure I) along with following documents is attached for your reference:
  - (i) Standard form of certificates (i.e. Annexure A, B, B1) to be included in the <u>technical proposal</u> and Annexure C in the <u>financial proposal</u>.
  - (ii) Standard form of agreement to be executed with the agency to which the <u>work will be</u> <u>awarded</u> (Annexure D).

In this regard, sealed quotations are invited on two bid system (i.e. Technical proposal and financial proposal) from Government / Semi-Government / Autonomous Bodies / reputed professional agencies / Institutions having experience of conducting studies / surveys.

#### 3. Eligibility Criteria:

- (a) Bidder must have an experience of 5 years in the similar nature of work.
- (b) Bidder must submit the proof that he has earned minimum revenue of Rs. 50 lacs each year in the last 3 years from the studies / research/consultancy.
- (c) Bidder must have successfully conducted at least five similar type of studies, one for PSUs/ Govt Depts. in the last three years. Studies carried out on indirect order, subcontracting or subletting basis shall not be accounted in eligibility criteria.
- (d) Attested copies of service tax registration number and PAN No.
- (e) Copies of Income Tax Return filed for the last two financial years.

- (f) The applicant should furnish an undertaking to the effect that the firm has not been blacklisted in India or abroad by any government department / agency in the attached Performa at Annexure -E
- 4. Earnest Money Deposit (EMD) of Rs 25,000/- will have to be submitted by the participating agency in the form of Demand Draft favouring "National Small Industries Corporation Limited" payable at New Delhi and will only be returned after selection of final bidder. However, units registered with NSIC under Single Point Registration Scheme will be exempted from payment of EMD.
- 5. Security Deposit In case of EMD exemption claimed by the successful bidder, bidder must make a security deposit of Rs. 25000/- within 7 days from the receipt of the work order. The said security deposit would be refunded or adjusted with final payment after successful completion of work in all respect.
- **6.** Request for Proposal (RFP) should contain quotations in two separate sealed envelopes (marked as 'Technical Proposal' and 'Financial Proposal') and should be addressed to the General Manager-SG (TISDC), superscribing as 'Quotation to conduct **Market Mapping for opportunities under E-Commerce.**
- 7. Technically qualified bidders shall be eligible for consideration in financial bid. Final selection of bidder shall be done purely on cost basis.
- 8. The quotation must reach the following address on <u>17.08.2015 by 15.00 hrs</u>:

General Manager –SG (TISDC)

The National Small Industries Corporation Ltd.
(A Govt. of India Enterprise)

NSIC Bhawan, Okhla Industrial Estate-III,

New Delhi-110020

Tel. No. 011-26926275, Fax-011-26927502

NSIC reserves the right to accept or reject any or all of the quotations received in response to the above referred invitation, without assigning any reason.

## **Terms of Reference (TOR)**

#### **Conducting Market Mapping for opportunities under E-Commerce**

#### **Background**

National Small Industries Corporation Ltd. (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 fulfill its mission of promoting, aiding and fostering the growth of small industries and industry related micro, small and medium enterprises in the country. Over a period of five decades of transition, growth and development, NSIC has proved its strength within the country and abroad by promoting modernization, upgradation of technology, quality consciousness, strengthening linkages with large medium enterprises and enhancing exports - projects and products from small enterprises.

NSIC carries forward its mission to assist small enterprises with a set of specially tailored schemes designed to put them in a competitive and advantageous position. The schemes comprise of facilitating marketing support, credit support, technology support and other support services.

Marketing, a strategic tool for business development, is critical to the growth and survival of small enterprises in today's intensely competitive market. NSIC acts as a facilitator to promote small industries products and running E-commerce Portals viz. msmemart.com(B2B) and msmeshopping.com(B2C) to support small enterprises in their marketing efforts.

#### 1. Objective of the Study: -

Capture the primary data and access the demand and supply side and determine the demand supply gap in various E-Commerce Portal.

To assess role of E-Commerce in promoting and scaling up of Micro and Small Enterprises to next level.

To identify every E-commerce partner (logistic, payment etc.) in selected portal and do a comparative study.

Collection of secondary data and carry out desk research.

Use statistical and software Market Mapping Tools to prepare market mapping reports explaining relative position of existing E-Commerce Portals and

recommend improvement in NSIC Shopping portal to position in a better place in the Mapping outcome.

#### 2. Methodology for the Proposed Market Mapping:

- Preparation of standard questionnaire in consultation with NSIC.
- To identify top five states which are E-commerce centric and volume of the sale being carried out.
- To study those top five states which are E-commerce centric with a sample data of 100 units per state preferably retailer, buyers and MSMEs.
- Every sample size of data collection in one state should not be less than 80 in equal proportionate, in the category of Retailers, Buyers and MSMEs.
- The data population shall comprise of significant stake holders of popular, fast moving online products
- > Data to be collected mainly through questionnaire, interview methods and through Electronic media.
- Distribution of questionnaire to 1000 units on a Pan-India basis on a sampling method.
- Obtaining of questionnaire duly filled in from at least 400 units.
- Personal discussion and interviews with a sample of at least 200 units rated.
- Analyzing the data so received and evaluating the same in terms of objectives of the scheme as mentioned above.
- Market Mapping of various E-commerce Portals.
- Positioning of NSIC's Shopping Portal aggressively in the Market Map by suggesting improvement.
- Incorporation of views from NSIC.
- Preparation and submission of the draft report.
- Presentation by the consultant / agency and discussion on the report.
- Submission of final report. (5 copies in printed form and soft copy)

### 3. Reports and Time Schedule:

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

	may be adhered to.	Ī	1	1			Т	Т	-	-	1	1	
S.	Project Activity	1	2	3	4	5	6	7	8	9	10	11	12
No.													
1(a)	<b>Desk Research</b> Preparation of standard questionnaire in consultation with NSIC.												
1(b)	To identify top five states which are E-commerce centric and volume of the sale being carried out.												
1(c)	To study those top five states which are E-commerce centric with a sample data of 100 units per state preferably retailer, buyers and MSMEs.												
	Field Survey												
2(a)	Data collection mainly through questionnaire, interview methods and through Electronic media.												
2(b)	Distribution of questionnaire to 1000 units on a Pan-India basis on a sampling method.												
2(c)	Obtaining of questionnaire duly filled in from at least 400 units.												
2(d)	Personal discussion and interviews with a sample of at least 200 units rated.												
2(e)	Market Mapping of various E- commerce Portals.												
2(f)	Positioning of NSIC's Shopping Portal aggressively in the Market Map by suggesting improvement.												
2(g)	Submission of Draft Report												
3.	Incorporation of views from NSIC.												
	Submission of final Reports & PPT												
4(a)	Presentation by the consultant /												
4(b)	agency and discussion on the report. Submission of final report. ( 5 copies in printed form and soft copy)												

#### 3.1 Time schedule:

The assignment is to be completed in 3 stages as described below:

Phase I: (0-2 weeks): Desk research in Conducting Market Mapping for opportunities under E-Commerce and preparation of Questionnaire.

Phase II (3-10 weeks): During this phase, Field survey by way of interaction through personal visits, interviews, meetings with the stakeholders is to be made. Feedback is to be obtain through structured feedback by way of Questionnaire as approved by NSIC. The analysis of the data is also to be completed in terms of the objectives of the study and accordingly draft report is to be prepared and submitted to NSIC for its comments.

Phase III (11-12 weeks): On the basis of comments of NSIC on the draft report the final report is to be prepared and submitted. A Power Point Presentation also needs to be submitted /made to NSIC/Ministry.

#### 4. Deliverables:

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

#### 5. Penalty:

Any delay in meeting timelines as mentioned in para 3 above by the agency (unless a written permission is accorded by NSIC), will attract a penalty of 5% of the contract value per week subject to a maximum of 25% of the amount of the contract.

#### 6 Payment Terms

- 20% of the payment will be made to the agency on submission of first draft report.
- > 30% of the contract value shall be paid upon submission of draft of final report.
- Balance 50% payment will be released to the agency on acceptance of final report by the Competent Authority and submission of complete invoice in duplicate to NSIC.

#### 7 Other Terms & Conditions

- i. The assignment should be completed within the stipulated time mentioned in the award letter. Delay in submission of the report beyond the stipulated time will attract penalty as mentioned at SI. No. 5 above. For factors beyond the control of the agency, suitable extension in time may, however, be granted at the written request of the agency. However, the decision of NSIC shall be final and binding on the agency.
- ii. The total fee for the study to be quoted by the agency will include service tax and other taxes, if any and all other expenses (including data collection and travelling cost of Consultants) to be incurred during the course of conducting the survey. The liability of payment of the tax shall be of the agency conducting the study.
- iii. The draft/ final reports and the contents thereof would be the property of NSIC with all Rights reserved and would not be published by the concerned agency without prior approval of NSIC.
- iv. If the performance of the agency during the conduct of the study is not found to be satisfactory, the award of the assignment can be terminated and the amount already paid to the agency shall be recovered.
- v. The raw data/ processed data/ findings should not be disclosed by the agency to any third party without prior approval of NSIC.
- vi. Earnest Money Deposit (EMD) of Rs. 25,000/- in the form of Demand Draft in favour of NSIC will have to be submitted by each tender participating agency along with technical bid. However, unit registered with NSIC under Single Point Registration Scheme are EM-II will be exempted from EMD.

- vii. The validity of the quotations including charges for the study must be for atleast six months from the date of tender opening.
- viii. The agency should not sub let the complete assignment or part thereof to any other agency. The sub letting of complete assignment or part thereof would liable to cancel the contract and forfeiture of EMD.

# ix. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement at above.
- Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion, litigation history or financial failure etc.
- Their business banned by any central / state govt., departments / public sector undertakings or enterprises of central / state govt.
- Not submitted all the supporting documents or not furnish the relevant details as per the prescribed format.
- Conceal any information required to be furnished as per the offer conditions or make misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- No condition / deviation which is either additional or in modification of the offer conditions shall be included in the offer. If the offer contains any such condition or deviation from proposed condition, the offer is liable to be rejected.
- Record of adverse performance of the bidder such as termination of contract awarded to him and completion of balance works at his risk and cost / banning of business with the bidder by any of the central / state govt., departments / public sector undertakings or enterprises of central / state govt. will weigh against the qualification of the bidder for the award of the contract and may lead to rejection of the offer.
- NSIC does not bind itself to accept lowest or any other offer and reserves the right to reject lowest or any or all offers without assigning any reasons whatsoever. Decision of NSIC shall be final and binding on all the bidder.
- NSIC further reserves the right to cancel the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders on account of NSIC's such action.

#### **Annexure A**

#### **CONSULTANT'S ORGANISATION AND EXPERIENCE**

#### A – Consultant's Organisation

[Provide here a brief (note more than two pages) description of the background and organization of your entity and each associate, if any, for this assignment.]

#### **B - Consultant's Experience**

[Using the format below, provide information on each assignment for which your entity, and each associate for this assignment, was contracted for carrying out consulting services similar to the one requested under this assignment.]

#### 1. Assignment name:

value of the contract (in Rs.)

- I. Name of associated Consultants, if any Country:
- II. Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader Location within country:
- III. Narrative description of Project
- IV. Description of actual service provided within the assignment

#### 2. Assignment name:

value of the contract (in Rs.)

- I. Name of associated Consultants, if any Country:
- II. Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader Location within country:
- III. Narrative description of Project
- IV. Description of actual service provided within the assignment

#### 3. Assignment name:

value of the contract (in Rs.)

- I. Name of associated Consultants, if any Country:
- II. Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader Location within country:
- III. Narrative description of Project
- IV. Description of actual service provided within the assignment

#### 4. Assignment name:

value of the contract (in Rs.)

- I. Name of associated Consultants, if any Country:
- II. Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader Location within country:
- III. Narrative description of Project
- IV. Description of actual service provided within the assignment

#### 5. Assignment name:

value of the contract (in Rs.)

- I. Name of associated Consultants, if any Country:
- II. Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader Location within country:
- III. Narrative description of Project
- IV. Description of actual service provided within the assignment

#### Annexure B

# I General Description of Team

Sr. No. Name of Team Leader & Staff **Position** Input (Staff-months) 1.

- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

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

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

Proposed Position [only one candidate shall be nominated for each position]:-							
2. Name of Entity [Insert name of entity proposing the staff]:							
3. Name of Staff [Insert full name]:							
4.Date of Birth: Nationality:							
<b>5. Education:</b> [Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:							
6. Membership of Professional Associations:							
7. Publications (Indicate books, research papers and other articles published in reputed journals).							
8. Other Training(s): [Indicate significant training since degrees under 5 – Education were obtained]:							
9. Countries of Work Experience: [List countries where staff has worked in the last ten years]:							
10. Employment Record: Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (set format here below): dates of employment, name of employing organization, position held]:  From [Year]:To [Year]:							
Employer: Positions held:							

### 11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

# 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability
to handle the tasks listed under point 10].
Name of assignment or project
Year
Location
Client
Main project features:
Positions held:
Activities performed:
13. Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV
correctly describes myself, my qualifications, and my experience. I understand
that any willful misstatement described herein may lead to my disqualification
or dismissal, if engaged.
Date:
Signature of staff member or authorized representative of the
staff] Day/Month/Year
Full name of authorized representative:

# **Annexure C**

#### **CONSULTANT'S FINANCIAL PROPOSAL**

(A)	Cost of the Study/Survey/Research Paper: Rs (based on team and staff inputs and all necessary activities as per ToR including travelling cost	Rs.
(B)	Service Tax	Rs.
(C)	Total Cost (a+b)	Rs.

Rupees in words:	
Trupees III Words.	

Note: No separate payment towards overheads, equipment, accommodation, procurement of primary and /or secondary date, necessary travel (if any), etc. shall be allowed.

#### FORMAT FOR AGREEMENT

#### **AGREEMENT**

THIS AG	REE	MENT	is ent	ered	into this	s betv	veen	the	Natior	nal Sma	all Indus	tries
Corporation	on L	td. (NSI	IC) (a	Gove	rnment o	of India En	terpri	ise) h	aving	its princ	ipal plac	e of
business	at	NSIC	Bhav	van,	Okhla	Industrial	Esta	ate,	New	Delhi-1	10020	and
			.("the	Con	sultant")	having	its	prin	cipal	office	located	at
			acting	g thro	ugh Shri	i						
				_	_							

WHEREAS, the NSIC wishes to have the Consultant perform the Assignment hereinafter referred to, and

AND WHEREAS, the Consultant is willing to perform this Assignment,

NOW, THEREFORE, THE PARTIES hereby agree as follows:

- 1. **Services** (i) The Consultant shall perform the assignment specified in "Terms of Reference" which is an integral part of this Agreement (the "Assignment").
  - (ii) The Consultant shall provide the details of personnel listed in Annex
  - B, "Consultant's Personnel," to perform the Assignment.
  - (iii) The Consultant shall submit to the NSIC the reports in the form and Numbers and within the time periods specified in clause no. 3 & 4 of TOR.
- 2. **Term** The Consultant shall perform the Assignment within twelve weeks from the date of award of assignment], or any other period as may be subsequently agreed by the parties in writing, subject to liquidated damages for the delay attributable to the Consultant as indicated in clause 12 of this agreement.

#### 3. Payment

#### A. Ceiling

For the Assignment, the NSIC shall pay the Consultant the sum of [insert amount]. This amount includes all of the Consultant's costs and deliverables as well as any tax obligation that may be imposed on the Consultant.

#### B. Schedule of Payments: The schedule of payments is specified below

- ➤ 20% of the payment will be made to the agency on submission of first draft report.
- ➤ 30% of the contract value shall be paid upon submission of draft of final report.
- ➤ Balance 50% payment will be released to the agency on acceptance of final report by the Competent Authority and submission of complete invoice in duplicate to NSIC

#### **C. Payment Conditions**

Final payment shall be made not later than 6 weeks, following submission by the Consultant of complete invoices in duplicate to the NSIC whichever is later.

#### 4. Project Administration

#### 5. Performance Standards

The Consultant undertakes to perform the Assignment with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly but not later than \_\_\_ days replace any employees assigned under this Contract that the NSIC considers unsatisfactory.

#### 6. Confidentiality

The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the NSIC's business or operations without the prior written consent of the NSIC.

#### 7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the NSIC under the Agreement shall belong to and remain the property of the NSIC. The Consultant may retain a copy of such documents and software for the purpose of this Agreement. Any breach in IPR during the Market Mapping shall not be acceptable under all consequential losses on account of breach of IPR shall be responsibility of Consultant(s).

#### 8. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage at its own cost.

#### 9. Re-Assignment

The Consultant shall not re-assign this Agreement or sub-contract any portion of it without the NSIC's prior written consent.

#### 10. Dispute Resolution

Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred for arbitration to an arbitrator nominated by the Chairman cum Managing Director, NSIC Provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. Courts in Delhi shall have jurisdiction in the matter.

#### 11. Events of Default

- (i) Delay in furnishing of any report within the period mentioned for in clause no 3 & 4 of TOR. Provided that there shall not be default for the period of Force Majure and delays solely attributable to the NSIC.
- (ii) Any report being non-acceptable to the NSIC for lack of professional quality.
- (iii) Breach of any of the terms of this Agreement.

#### 12. Consequences of Default

- (i) On the occurrence of any of the event of default on the part of Consultant, the NSIC may terminate this Agreement and claim refund of any money paid and refuse to make any more payment. Security Deposit /EMD will be forfeited.
- (ii) In case of default being limited to delay only not exceeding 5 weeks, the NSIC, may in the alternative, claim the agreed liquidated damages @ 5% of the amount of contract for every week of delay, not exceeding in any case 25% of the amount of contract. The amount of liquidated damages shall be withheld and/or recovered from the payment to be made to the Consultant.

#### 13. Force Majeure

The Parties shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the contract by an event of Force Majeure. A party claiming relief on this account shall immediately on becoming aware of Force Majeure event give notice to the other party disclosing the manner in and the period during which performance of its obligation is likely to be affected.

For the purpose of the Agreement Force Majeure means Acts of God, wars or similar action affecting India Civil Commotions or general strike (excluding by its own employees) lying beyond the reasonable control of the affected Party.

#### 14. Notice

The address of the Parties for all communication is:

NSIC: National Small Industries Corporation Ltd.

NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020

All notices with the aforesaid address sent by pre-paid registered-post or speed post or sent by fax with confirmation of its delivery or email shall be deemed to have been served and received by the addressee within the time they should have been delivered/received at the addressee's end.

Any change of address will not be valid unless acknowledged by the other party.

IN WITNESS WHEREOF, the representatives of the Parties to this Agreement being	g
duly authorized have hereunto set their hands and have executed those present this _	_
day of	

For and on behalf of the	For and on behalf of the
The National Small Industries Corporation Ltd.	
Signed by	Signed by
Designation:	Designation:
In presence of	_ In presence of

#### FORMAT FOR SUBMISSION OF UNDERTAKING BY BIDDER

(To be submitted by the bidder on their letter head)

To,
General Manager-SG (TISDC)
National Small Industries Corporation Ltd.,
(A Govt. of India Enterprises)
NSIC Bhawan, Okhla Industrial Estate-III,
New Delhi – 110020

# Subject :-Submission of bid for the Expression of Interest (EOI) invited for conducting Market Mapping for opportunities under E-Commerce

Sir,

The undersigned having read and examined in details all the terms and conditions as specified in Terms of Reference (TOR) for engaging agency / consultants for the Conducting study for conducting market mapping for opportunities under E-Commerce.

- 1. and hereby confirm with acceptance to comply without any deviation.
- I/we the undersigned, certify that I/we confirm that consent of acceptance to the contents of agreement as placed at **Annexure - D** of EOI document and agreed to sign on demand.
- 3. It is further certified that our firm has not been blacklisted by any agency in India or abroad.
- 4. After having gone through the clauses and terms and conditions of the EOI on the subject cited above, we agree to abide by the terms and conditions, contained in the EOI document and enclosing herewith EMD of Rs. 25,000/- in the shape of Bank Draft bearing No.\_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ (Bank) in favour "National Small Industries Corporation Limited" payable at New Delhi.
- 5. The Complete details of my office is placed under for your record to exchange of communications pertaining to above assignment:
  - a) Name of the Consultancy Agency:
  - b) Address, telephone/Fax (with STD), Email details etc.
  - c) Name, Designation and Address of the contact person to whom all references shall be made regarding this EOI.
  - d) Telephone / Fax (with STD code), Mobile No., E-mail of the contact person.
- 6. Confirm myself is authorized to sign and submit the document(s) on behalf of my organization.

Dated:

SIGNATURE OF THE TENDERER WITH SEAL

NAME OF THE TENDERER WITH ADDRESS.