

NSIC's- MARKETING FACILITATION SCHEME

1. SCHEME

The scheme shall be called as “NSIC’s– Marketing Facilitation Scheme” (MFS).

2. OBJECTIVE OF THE SCHEME

To facilitate Micro and Small Enterprises to market their goods / services individually or collectively through ‘Consortium’.

3. SCOPE OF THE SCHEME

The scheme will cover only Micro & Small Enterprises registered with NSIC under its Single Point Registration Scheme (SPRS). Further, it would also cover Micro & Small Enterprises who apply to get themselves registered with NSIC under the SPRS along with all required documents in terms of the scheme and their factory is inspected before empanelment of unit under Marketing Facilitation Scheme.

NSIC offer facilitation services to:

- Central Governments & their Departments
- PSUs, and other relevant organizations
- State / UTs Governments & their Departments,
- Local bodies, Public / reputed Private Sector Companies.

The scheme shall not cover unit(s) engaging in ‘trading activities’ without value addition / packing / branding.

Role of NSIC as Facilitator:

NSIC’s role will be limited to recommending the L1 bidder (lowest bidder) to the buyer (As per DOE Manual)/any other manual/guidelines followed by NSIC, who will then be responsible for awarding the contract.

Facilitation-Based on the Premise, without involvement of Invoicing

Parties Involved:

- **Supplier (MSE):** The party providing the goods or services.
- **Buyer (Government bodies):** The party purchasing the goods or services.
- **Facilitator: (i.e. NSIC but not as an intermediary) The party arranging or facilitating the deal between the supplier and the buyer, receiving a commission/ facilitation fee for their services from the suppliers subject to Acceptance of buyer.**
- **Majorly Applicable scenario is that when NSIC is involved / approached by Buyer (Government Department). Vested with such responsibility on nomination basis.**
- **If NSIC is approached by seller (MSE units in form of a Cluster or Consortium with a minimum of two or more units)**
- **Both Buyer and Seller are mutually agreeable to NSIC's role.**

STATUS OF NSIC IN GOVERNMENT SUPPLIES

For facilitating promotion and development of Micro & Small Enterprises, the Government of India, Ministry of MSME vide Gazette Notification No. S.O. 581(E) dated 23rd March, 2012 has circulated the Public Procurement Order 2012 for MSME.

In the above Public Procurement Order, the Govt. of India has mentioned that “Annual goal of procurement also include sub-contracts to Micro and Small Enterprises by large enterprises and consortia of Micro and Small Enterprises formed by National Small Industries Corporation”.

Based on the above guidelines of the Government, NSIC facilitates the MSEs by the followings:-

NSIC’s role in this procurement framework is strictly facilitative, ensuring a streamlined and transparent process for the Buyer in identifying and engaging MSE suppliers.

i. BUYERS / SELLER:

Buyers means all Central / State / UTs Governments & their departments, PSUs, and other relevant organizations, Local bodies, Public / reputed Private Sector Companies.

Supplier means MSEs & their consortium.

ii. APPLICATION FORM:

The application form, in the prescribed format for Empanelment under the Marketing Facilitation Scheme is to be submitted by the applicant Micro & Small Enterprises (MSEs), duly signed by the authorized signatory i.e. Proprietor / Partner(s) / Director(s) of the firm / company / society.

iii. DOCUMENTS TO BE OBTAINED:

The documents of the applicant MSEs are already available in the SPRS file, the branches may not call the same documents again except in case the latest audited balance sheet, if not available, the same may be obtained from the unit. The following documents have to be obtained from the unit along with the application (Annexure-A) for empanelment under Marketing Facilitation Scheme:

- a) Self-attested copy of SPRS (Single Point Registration/Government Purchase (G.P.) Registration Certificate;
- b) A passport size photograph of the proprietor, each of the Partner/Director/Society’s Office Bearer(s) along with residential proof;
- c) Power of Attorney (Annexure – B) /Board Resolution (Annexure – C)/ Society Resolution (Annexure – H) authorizing the Partner / Director / Executive to deal with NSIC for enlistment / tender participation and consortium formation;
- d) Bank attested specimen signature of authorized persons;
- e) Latest Audited Balance sheet and profit and loss account of the unit duly certified by Chartered Accountants (Also at the time of renewal);

f) **Annual Fee Structure of Empanelment & Renewal under Marketing Facilitation Scheme**

S.No	Category	Annual / Renewal Fee
(i)	If Monetary Limit under SPRS is up to Rs.100 lacs	Rs. 1000+GST as applicable
(ii)	If Monetary Limit under SPRS is more Rs.100 lacs and up to Rs. 500 lacs	Rs. 2500+ GST as applicable
(iii)	If Monetary Limit under SPRS is above Rs. 500 lacs	Rs. 5000+ GST as applicable

(iv)	Units owned by SC/ST entrepreneurs are exempted from the enlistment fee
(v)	There will be no fee for the formation of new / renewal of Consortia. However, while at the time of participation in any enquiry by each consortia members, enlistment fee mentioned above will be applicable.

- g) Copy of sanction letter of the credit limit sanctioned by the Bank /Financial Institution to the unit(s).
- h) Acceptance Letter: Consent Letter from the unit to be obtained accepting all terms & conditions under MFS along with undertaking & Indemnity Bond.

On receipt of the application form together with the above documents, the same should be examined and evaluated within 3-working days (Max.). (Evaluation check list is Annexure –D)

Note:

The above documents would also suffice wherever the empaneled unit wants to participate in MFS the and /or form / join a consortium.

iv. **INSPECTION OF THE UNIT**

The inspection of the unit(s) should be conducted and report to be placed in file in the pro-forma prescribed in the scheme (Annexure – E). The inspection of the unit shall be carried out by a team of two officers one of whom would preferably be a representative from the Accounts Department. The inspection report must bear clear and unambiguous findings of the inspecting officials.

v. **FIXATION OF LIMIT FOR PARTICIPATION under MFS:**

- a. In respect of empaneled units willing to participate under MFS through NSIC, the branch office shall fix an overall limit up to which the unit can quote at any point of time. The limit shall be the higher of:
 - i. Last 3- financial year’s audited accounts, turnover **whichever is highest**, duly certified by the Chartered Accountant.
- b. The fixation of the limit shall be done by the committee consisting of the Branch Head, Accounts Head and Business head, if any, at the Branch. Appraisal and recommendation form is **(Annexure – F)**.
- c. The limit so fixed shall remain valid for a year and is subject to review/ renewal annually. In case unit don’t renew within 2-months of expiry, process of empanelment will be followed again as in case of fresh.
- d. While deciding the overall limit to be fixed for units operating as a consortium, the limits fixed in respect of individual unit as per procedure mentioned above, shall be clubbed. The limit so fixed for a consortium shall remain valid for a year and is subject to review/ renewal annually.

In case a consortium gets expanded (by the additions of a unit / units) and / or shrunk (by the withdrawal of a unit / units) then:

- i. On expansion of the consortium, the overall limit shall be enhanced after working out the limit in respect of the unit / units added by fixing their limits as per the procedure mentioned above.

- ii. On withdrawal of unit / units from a consortium, the overall limit shall stand reduced equivalent to the limit fixed in respect of such units.

However, the limit of the unit shall get vacated to the extent of the order already executed.

After completion of the above, in respect of units found fit for empanelment, an Empanelment Letter shall be issued by the branch.

Enquiry Submission:

NSIC's role will be limited to recommending the L1 bidder (lowest bidder) to the buyer (As identified through procedure given in DOE Manual)/ any other manual/guidelines followed by NSIC, who will then be responsible for awarding the contract.

Micro and Small Enterprises registered under Single Point Registration Scheme also expect NSIC to promote their products by circulating complete details about the unit with various Buyer Departments, informing such departments about the product, quality and the price at which the supplies can be made by such units. In addition these units also independently promote their products with the concerned Buyer Departments and often succeed in gathering details of the enquiry / requirement likely to be floated in the near future. On gathering such details they approach NSIC to facilitate them under MFS as and when the enquiry / requirements are received.

In case two or more units have quoted same rates (which are L1-also), attempt shall be made by branch to form consortium of units in the ratio assigned to units by Head of Consortium, depending on the manufacturing capacity of the units mentioned in NSIC enlistment certificate..

Further in case of disagreement between /among units, details of all the units (Including consortium, if any) will be informed to buyer deptt. for taking further decision in this regard.

Supplier Identification and Recommendation:

NSIC, following the due process as per DoE guidelines, identifies and recommends MSE suppliers. This recommendation is made in compliance with the Department of Expenditure (DoE) Manual/ any other manual/guidelines followed by NSIC, specifically adhering to the L1 (lowest price) criterion through a back-to-back tendering approach.

Execution Phases:

Back-to-Back Tendering:

- NSIC concerned branch will conduct back-to-back tendering or limited tender to select prospective suppliers, ensuring transparency and competitiveness on behalf of the Buyer in line with DOE guidelines/ any other manual/guidelines followed by NSIC or will take prior exemption from CVC if required.
- Quotations from bidders including NSIC Enlisted units under MFS as part of eligibility criteria apart from any other conditions.

However, in case no bidder is found suitable to supply against such enquiry, the same shall be informed to concerned buyer department.

Contract Award and Execution

Contract Award Process:

- The buyer may award the contract based on NSIC's recommendations to supplier(s). NSIC will only proceed for completion of formalities/documentation, after receiving written confirmation from the buyer regarding the selected contractor and the agreed contract value.
- The buyer will assume full responsibility for all contractual obligations, including quality, acceptance of goods, addressing any disputes, handling liquidated damages (LD), or conducting re-tendering in case of contractor failure.

Invoicing Process:

In case work is awarded by buyer department, concerned supplier/consortium will raise invoice on the buyer department under intimation to NSIC.

NSIC's Involvement: NSIC shall not issue invoices to the Buyer for the transaction under any circumstances.

Payment and Billing:

Payment Flow:

- Payments to suppliers will be made directly by the buyer.
- **NSIC will charge 5% (inclusive of GST) of the award towards facilitation fees/commission charges.** NSIC will receive its facilitation charges in phases, linked to project milestones: 50% upon reaching the first milestone (on acceptance of award of contract), followed by 25% at the second milestone (total execution of award), and the remaining 25% upon completion of the final milestone (receipt of payment). NSIC concerned Branch official will maintain contact with buyer department.
- **Advance Payment:** To mitigate financial risks, NSIC can chose, if required, for an advance payment of 10% of the facilitation fee before initiating activities, with subsequent payments tied to specific milestones as mentioned above. Buyer/Seller to keep NSIC informed about the progress of the project.
- NSIC will not be liable for any direct financial transactions with suppliers, ensuring that all billing from suppliers will be handled exclusively by the buyer.
- NSIC's facilitation charges will be paid by the Supplier only.
- NSIC's liability will be limited to as a facilitator in identifying the prospective supplier to the Buyer. NSIC shall not be responsible for delay in payment, delivery, quality, quantity, non-compliance issues etc. and for any reasons whatsoever.
- If a supplier fails to pay the fees to NSIC in accordance with the Agreed payment terms, necessary action shall be taken against supplier/consortium by concerned branch with approval of Zonal Head of NSIC. Also, he will be blacklisted for the future tenders/RFP under the MFS scheme.

- **No Supplier Billing Clause:** NSIC will not be liable for any financial obligations to suppliers. The contract will explicitly state that the buyer is solely responsible for payments to contractors or suppliers, which would be duly accepted by Suppliers before commencement or placement of order.

Tripartite Agreement:

- A tripartite agreement shall be executed where NSIC acts as the facilitator between the buyer and the supplier (Annexure-I).
- The agreement will clearly define the relationships between the supplier, the buyer, and the facilitator. The supplier will issue invoices directly to the buyer, who will be responsible for all payments and contractual obligations. The facilitator's role will also be clearly outlined in relation to both parties.
- In the event if buyer is not comfortable/acceptable with tripartite Agreement, can have an arrangement in the nature of letter of acceptance or understanding. This letter should include all the key terms and conditions outlined in the agreement, and should also cover the suppliers involved in the agreement and role of NSIC only as a facilitator to identify the prospective supplier(s).
- In the event of buyer is ***not comfortable/acceptable with tripartite Agreement***, can get letter of acceptance or understanding, which will include all the key terms and conditions outlined in the agreement, and will also cover the suppliers involved in the agreement and role of NSIC only as a facilitator to identify the prospective supplier(s).

However, in case of any such deviation from standard Tri-Partite agreement the action will be taken by the branch strictly on the basis of approval obtained from the Zonal Head on the recommendations of the Branch Head duly justifying the proposal and certifying that the revised agreement safeguards the financial interest of NSIC by inserting the appropriate clause as vetted by the law officer.

Termination and Liability:

- The agreement includes a termination clause, specifying conditions under which any party may exit the agreement.

Facilitator's Role and Responsibilities

- It is reiterated that NSIC's role is confined to assisting in negotiations between the buyer and the supplier, ensuring fair and transparent processes in pricing, delivery timelines, and other critical contract terms. Additionally, NSIC will act as a co-applicant with the supplier in matters brought before the MSFC council, with all associated legal expenses shall be borne by the supplier only.

Risk and Liability Management

Liability Limitation:

- NSIC's liability will be strictly limited to its role as a facilitator. Any delays or quality & other issues resulting from supplier actions or external factors will remain the responsibility of the buyer and NSIC will not be responsible for the same under any circumstances, whatsoever.
- Branch Office must ensure the followings:
 - That the items for which the unit is enlisted under SPRS will only be recommended. Where the item is not covered under the G.P certificate the unit may apply for addition for the same to become eligible for participation. The unit(s) possesses the capacity to execute the order, keeping in view the orders in hand, execution/applied for etc.
 - The unit(s) at any stage in the past failed to comply with any of the enquiry conditions wherein it had participated earlier or has been debarred by any buying department. An undertaking to this effect must be obtained from the party, and
 - Where a complaint against the unit(s) is being examined, recommendation of such unit(s) shall be withheld till the final disposal of the complaint.
 - The unit(s), if registered with a different branch, credentials w.r.t. having made supplies satisfactorily is to be verified.
 - Approval for facilitation in MFS is accorded as per sub-delegation of powers granted under the earlier CTMS or change from time to time.

Order Placement:

The Buyer shall place the purchase order on the selected MSE supplier(s)/ consortium recognizing NSIC's facilitation role in identifying the prospective supplier(s).

Payment:

The Buyer shall be responsible for making direct payments to the supplier(s), as specified in the terms of the purchase order. NSIC holds no involvement or liability in the financial transactions between the Buyer and supplier(s).

Unit(s) for which empanelment letter has been issued under MFS, prescribed documents including agreement has been executed, for forwarding the details of the unit to Buyer deptt.

Value limit will be decided after executing agreement (Annexure – J). In case of unit(s) coming together as a consortium, their agreement as a consortium (Annexure – K) must be executed before recommending to the buyer.

PRICE NEGOTIATION BY THE BUYING DEPARTMENT

On opening of the price bids if the buying department calls for negotiation either on the price or on the quantity or both or any other factor, the decision on any of these parameters can be taken by Buyer as NSIC office may facilitate MSEs for the same subject to receipt of directions from the buyer in this regard.

After supply of material by the MSE/supplier, buyer department & supplier should keep informed NSIC about the progress of successfully execution of order and are in accordance with the specifications of the supply order so that milestone payments could be given by the supplier(s) to NSIC.

FEATURES OF CONSORTIUM MARKETING

CONSORTIUM FORMATION

Units making similar and /or complimentary products and willing to collectively market the same as a 'Consortium' through NSIC can be enlisted if they are eligible as per above mentioned conditions.

WHO IS ELIGIBLE FOR COVERAGE UNDER 'CONSORTIUM'

The following would be eligible for coverage under 'Consortium':

- (i) MSEs registered or having applied for registration under Single Point Registration Scheme, and
- (ii) Having valid empanelment certificate under MFS, and
- (iii) Making similar and / or complementary products, and
- (iv) Having executed agreement under the MFS.

PROCESS OF 'CONSORTIUM' FORMATION

The process of 'Consortium Formation' would comprise of the following:

- i. Identification of units which are making similar / complimentary products.
- ii. Creating awareness about the benefits of collective marketing
- iii. Units mobilized and / or directly approaching for formation of 'Consortium' shall enter into agreement with the respective branch both in the individual capacity and also as a consortium member.
- iv. The minimum size of 'Consortium' shall be two or more units

CONSORTIUM LEADER

To facilitate smoothness in the routine operation between NSIC and the 'Consortium', the member units of the consortium shall elect a leader. Representative of each unit in the consortium should stand empowered by a Board Resolution / Power of Attorney of the respective unit authorizing it to become member of the consortium and also authorized to:

- a) Become the 'Consortium Leader' or
- b) Elect any representative of other units to be the 'Consortium Leader'

The 'Consortium Leader' so elected would be empowered to interact with the NSIC branch office for participation in enquiries and related matters. The consortium leader

must be empowered to accept the terms and conditions of NSIC on their behalf as well as acceptance of purchase orders and any other related documents.

For participation in the enquiries the consortium leader shall approach the Corporation and complete the formalities as required under the MFS under his signature. The commitment so made by the consortium leader shall be binding on all consortium members as per the agreement.

Validity of Consortia

It is clarified that the Consortium Agreement entered between the Corporation and the consortium shall be valid till officially liquidated by all members and the intimation being served on the respective branch that they (consortium) do not want to continue as a consortium member. However, in case of inclusion of new member(s) or member(s) leaving the consortia or change in constitution of any member, fresh agreement may be obtained. In order to ascertain the change in the constitution or addition / deletion of the members, a declaration to the effect is to be taken from consortia members that their consortium is alive and there is no change.

DISTRIBUTION OF ORDER AMONG CONSORTIUM MEMBERS

On participation in any of the enquires on behalf of consortium and award of order, Consortia Leader shall pass on the order to the members of the consortium as per the decision taken at the time of participation by the member units or their elected leader, specifying quantities to be executed by individual member on award of tender.

Otherwise, the member units either collectively or through their leader can convey the allocation of quantities amongst themselves out of the order received which shall be supplied / executed by them respectively. However, in case of any disagreement, the decision of NSIC with regard to distribution of the order to different units shall be final notwithstanding the capacity of the unit.

However where the member unit(s) is unable to decide about the allocation of quantities to be supplied / executed by them, the respective branch office shall decide the same while keeping in view their G.P.'s Turnover/ monetary limit.

SHARING OF RESPONSIBILITIES AND LIABILITIES

Each member of the consortium shall be jointly and severally responsible to execute the order. In case of failure of any of the member of the consortium to execute its part of order, the other members of consortium shall have to take over the responsibility to execute the order for the failing unit.

In case any penalty or damages are levied by the buyer which can be identified for the products supplied by the specific member the same shall be passed on to such member. However, where such identification is not possible, the penalty / damages divided amongst all member units in the ratio of the quantities allocated amongst them to supply the order quantities or in the ratio of as mutually decided by them.

In case of any legal action against NSIC, the legal expenses (as per agreement) including all incidental charges will be borne by the supplier(s)/Consortia.

REVOCAION OF ENLISTMENT CERTIFICATE

The enlistment certificate under the MFS can be revoked in the following circumstances:

- a) The unit backs out after submission of rate participation in the enquiry;
- b) The unit fails to comply with any of the terms and conditions of the supply order including specification, size, quantity, quality and/or wrong delivery, non-delivery, short-delivery, delayed delivery, defective delivery etc. of goods/services;
- c) The unit fails to meet the conditions related to after sale services/ annual maintenance/ guarantee/ warranty conditions;
- d) The unit breaches of any of the terms and conditions of the agreement;
- e) Any complaint received from the buyer department, NSIC reserve its right to reconsider/re-examine SPRS registration Certificate issued to party.

In the above case, pursue the unit to complete the deficiency/comply with terms and conditions of the tender/agreement. Failure to redress the issue to the satisfaction of the purchasing authority/NSIC reserve right to reconsider/review/action for revocation of NSIC's SPRS Registration may be initiated.

In the following cases, the empanelment of the unit shall be revoked with immediate effect:

- a) The unit indulges in any kind of misconduct, fraud, forgery, cheating, unfair trade practices, or willfully acts against the interest of the Corporation/ consortium or does any act which invites action under criminal laws.
- b) The unit is blacklisted by any other department;
- c) The unit's G.P enlistment certificate has become invalid due to any reason;

In any of the above circumstances as mentioned above, a committee at the Branch comprising of the Branch Head, Business Development Head and the Head of Accounts, shall record in writing the reasons for revocation and seek approval of the Zonal Head. The Zonal Head after perusing the reasons for revocation / suspension of the empanelment of the unit also provide an opportunity to the concerned unit to explain its case within 15 days. On getting satisfied about the reasons for revocation / suspension, the Zonal Head shall convey his decision on the same to the Branch Office for further action thereon.

In case(s) where revocation / suspension is approved by the Zonal Head, consequent action for revocation / suspension of the enlistment certificate for Tender Marketing as well as GP Registration Certificate under SPRS shall automatically take place by the branch having issued the same. Such unit(s) shall also stand debarred for any further participation in any of the enquire(s) on their behalf.

In cases where the unit stands debarred for further execution of the order and all liabilities having arisen and / or likely to arise in future, they shall be borne by the unit in terms of the agreement executed under the scheme.

Dated.....

The Senior Branch Manager
The National Small Industries Corporation Limited
Branch Office

Sub.: Application for Empanelment under Marketing Facilitation Scheme.(MFS)

Dear Sir,

I/We are engaged in manufacturing/ providing service of..... I/We request you to kindly empanel our unit under the **Marketing Facilitation Scheme.(MFS)** of the NSIC/Corporation for facilitating in Govt. /private enquiries on my/our behalf. I/We gone through the contents of the scheme and shall abide by the existing terms and conditions of the Scheme or as applicable from time to time.

I/We am/are enclosing the following documents along with application for empanelment Marketing Facilitation Scheme for your examination and consideration.

1. A passport size photograph of the proprietor, partner/Director/ society office bears along with residential proof.
2. Self-attested copy of SPRS/G.P. Registration Certificate issued by NSIC.
3. Power of attorney/Board Resolution in favour of the Partner/Executive/Director duly authorized to deal with Corporation for enlistment/ consortium.
4. Bank attested specimen signature of authorized persons.
5. Latest Audited Balance sheet and profit and loss account of the unit and sister/associate concern.
6. Copy of sanction letter for credit limit sanctioned by the Bank and/or financial institutions.
7. Copies of recent supply orders.
8. Processing fee As applicable, for empanelment.

Kindly process our case and empanel as an Associate unit for participation/facilitation in the queries and execution thereof by us.

Thanking you,
Yours faithfully,

(Authorized Signatory)
(Full Name & Designation)

(On stamp paper as per the local Act)

(Power of attorney to be given by the partners for empanelment under MFS)

We,

1. S/o.Shri..... R/o.....
2. S/o.Shri..... R/o.....
3.S/o.Shri.....R/o.....

Partners of _____ do hereby appoint Sh S/o Shri.....
R/o....., a partner of the firm as our sole and lawful attorney to apply
to the National Small Industries Corporation Limited, Branch Office for
empanelment under Marketing Facilitation Scheme on our behalf and in the name of the
firm individually or as Member of Consortium under its Consortia and for that purpose the
firm do hereby authorize Sh..... S/o Sh.....,
partner of the firm to execute agreement/s, furnish documents/instruments/
security/guarantee and to do whatsoever in furtherance of the said objectives as may be
required by the National Small Industries Corporation Limited on behalf of the firm.
Sh..... is further authorized to be the leader of the Consortium or to
nominate any other authorized person of any member of the Consortium as leader to
represent the firm for all purposes in relation to the facilitation in any of the enquiry under
Marketing Facilitation Scheme through Consortium.

We hereby agree to ratify all such *acts* application, documents, deeds, and correspondence
signed by the said attorney on behalf of the firm and all such documents, agreements and
correspondence etc. shall be binding on us as partner/s of the said firm.

First Partner
(Signature)

Second Partner
(Signature)

Third Partner
(Signature)

Accepted

Power of Attorney
(Signature)

Witnesses: 1.

2.

Date:

Place:

Ref.:

Dated:-

(On Letter Head of the unit with common seal of the company)

(Specimen of Board Resolution to be passed by the Board of Directors in case of application by the Company)

Extracts of the Minutes of the Board Resolution dated _____ held at _____

Resolved that the Company shall apply to National Small Industries Corporation Limited..... (Address) for empanelment under Marketing Facilitation Scheme for any of the enquires on behalf and in the name of the company individually or as Member of Consortium under its Marketing Facilitation Scheme and for that purpose the company do hereby authorize Sh..... S/o Sh....., a director of the company to execute agreement/s, furnish documents/instruments/ security/guarantee and to do other things whatsoever on behalf of the company as may be required by the National Small Industries Corporation Limited for said enquiries. Sh..... is further authorized to be the leader of the Consortium or to nominate any other authorized person of any member of the Consortium as leader to represent the company for all purposes in relation to the participation and execution under Marketing Facilitation Scheme /order(s) through consortium.

(Authorized Signatory)

(With common seal of the company)

Annexure - D

1. Particulars for the applicant unit:

Name	Constitution	Udyam Regn. No.	GST Regn. No.	Yr. of Est.	Address & Tel. No. & E-mail	
					Factory	Regd. Office

2. Details of Banker:

Name of Bank	Address	Telephone No.	Account No.

3.

Whether unit belongs to SC/ST/Women Entrepreneur / PH/Ex-Servicemen/Technocrat	
Whether unit is located in a backward area/ Hilly region/others	

4. Particulars of Proprietor/Partners/Directors/Executives:

Name	Father's/ Husband Name	Address	Qualification	Business Exp. (yrs.)	Tel & Mobile	E-mail address	Net worth (Rs. In lacs)

5. Name & address of Sister Concerns:

Name and address of the concern	Name of the common Proprietor/Partners/ Directors

6. Line of activity:

Nature of project	Name of products being manufactured

7. i) Have you applied earlier to NSIC : Yes / No
 ii) Details of assistance sanctioned earlier :

Name of the Scheme	Amount of assistance (Rs.)	Reference No. and date of sanction letter	Re-payment position	Amount of default/ over dues, if any

8. Manufacturing Capacity:

Name of Machine	Installed capacity	Operational capacity	Present work load

9. Any other relevant Information:

Signature of Authorized Person
(With official stamp)

FORMAT FOR INSPECTION REPORT

1. Name of the unit :

Registered Address:

Factory address:

2. Constitution of the unit:

3. Name of the Directors/Executives/Partners/nominated partners/Proprietor/Karta :

Name	Age	Address	Phone & Email Address

4. Address of the godown and its construction position/Design etc.

5. Name of items being manufactured/ assembled

6.

Manufactured	Assembled	Outsourced

Method of production : (Manual and / or with automatic machines)

7. No. of Employees : a) Professionally Qualified :

b) Technical :

c) Secretarial :

8. Investment:

i) Land Building value, if owned :

ii) Machinery & Equipment :

Name of the Machinery	Value (Rs.)	Owned or financed	Installed capacity

9. Name of the Banker :

10. Details of the Bank limits, if any:

11. Turnover Qtrly / yearly:

12. Marketing arrangements:

i) Sales out lets Nos.

ii) Sales (Qtrly/yearly).

13. Status of execution of orders in hand:

14. Recommendations of the inspecting Officers:

(Official from Finance)

(Official from Executive)

1. Appraisal and Recommendation Form

1	Enquiry No. & date	
2	Due on (last Date for submission)	
3	Material/ Stores Description/Work/service	
4	Address of Deptt.(Tender Floated by)	
5.	Name & Address of unit/Consortium units	
6.	Status of units participating in Enquiry (Whether participating first Time. If participating earlier also, please give a line about past performance)	
7.	Enquiry Validity Days/months (Pl. specify)	
8.	Unit(s) Conformity to technical specification, as per enquiry	
9.	Limit under MFS Gross turnover of the unit(s) for the last three Years	
10.	Production / Operating Capacity of the unit (s) with major orders in hand (value)	
11.	GP certificates No. and items registered.	
12.	Recommendation(s) with regard to technical & financial ability of the supplier	

Head (Accounts)

Head (BD/Marketing)

Branch Head

Annexure- G

Ref No: NSIC:BO

Date

To

The Unit

Sub: Empanelment under NSICs Marketing Facilitation Scheme.

Dear Sir,

Please refer to your application dt..... for empanelment under our Marketing Facilitation Scheme for participating in any of the enquiries as received from Central Govt./State Govt./Public Sector Undertakings/local bodies/reputed private companies willing to buy from Indian Micro and Small Enterprises. We are pleased to empanel you as an associate unit under the above said scheme for participation in enquiries through NSIC on the following conditions.

1. Execution of agreement by duly authorized person on a non-judicial stamp paper of appropriate value.
2. Empanelment Charges will be as applicable from time to time
3. Terms of Enquiry shall be applicable to the unit on back to back basis.
4. This enlistment is valid for one year only.

Kindly get the agreement executed by the authorized signatory. We shall consider in any of the enquiries on your accepting the above terms & conditions.

Thanking you,

Yours faithfully,

(Authorized Signatory)
(Full Name & Designation)

(On Letter Head of the unit)

(Specimen of Resolution to be passed by the Executive Members of Society)

Extract of Resolution of the Executive Members of Society dated _____ passed in its meeting held at _____

Resolved that the Society shall apply to National Small Industries Corporation Limited..... (address) for empanelment for any of the enquiries on behalf and in the name of the Society individually or as Member of Consortium under its Consortia and Marketing Facilitation Scheme and for that purpose the Society do hereby authorize Sh..... S/o Sh....., an Executive of the Society to execute agreement/s, furnish documents/instruments/security/ guarantee and to do other things whatsoever on behalf of the Society as may be required by the National Small Industries Corporation Limited for said purposes. Sh..... is further authorized to be the leader of the Consortium or to nominate any other authorized person of any member of the Consortium as leader to represent the Society for all purposes in relation to the participation and execution of any of enquiries/order(s) through consortium.

(Signature of all Executive Members)

Annexure-I

AGREEMENT FOR NSIC

Draft Tripartite Agreement

This AGREEMENT on Third Party Sampling (TPS) is meant for providing assistance under Marketing Facility Scheme to the Micro & Small Enterprises enlisted with NSIC under its Single Point Registration Scheme to supply their Goods/Services to the Central/State/UTs and their Departments, Central/State Public Sectors.

This AGREEMENT is made and entered into on this ___ day of 2024 (___day of __ *Two Thousand Twenty Four*) between National Small Industries Corporation Limited, a Government Company incorporated under the Companies Act 1913 (Act VII of 1913) having its registered office at NSIC Bhavan, Okhla Industrial Estate, New Delhi – 110020 and also having one of its Branch Office at _____ (Full address of concerned office) hereinafter called as 'the Corporation', which expression shall include its successors and assigns;

AND

Shri _____ S/o _____ Shri
_____ R/o _____ and carrying
business under the name and style of M/s. _____ at
_____ (full address) as Proprietor (hereinafter
called as 'unit', which expression shall include his/her heirs,
executors, administrators, successors, legal representative
and assigns); (In case of Prop. concern)

OR

M/s. _____ (Name of the firm with full address) a Partnership firm carrying on business in co-partnership and acting through Shri _____ S/o _____ R/o _____ holding power of attorney / authority dated _____ from all the partners of the firm, to sign this agreement on behalf of the firm, hereinafter called as ` the unit`, which expression shall include each partner or partners for the time being of the said firm and their respective heirs, executors, administrators and legal representatives. (In case of Partnership concern)

OR

M/s. _____ (Name of the Company /Co-operative Society), a Company duly registered under the Companies Act, 1913/1956, Co-operative Societies Act having its registered office at _____ and acting through Shri _____ S/o _____ R/o _____ a Director/executive of the Company/society authorized vide a resolution dated _____ passed by its Board of Directors/executive body in the meeting held on _____ to sign this agreement on behalf of the Company / Co-operative Society hereinafter called as `unit`, which expression shall include its successors and assigns. (In case of Co. / Co-op. Society)

AND

(Name of the Central Govt./State Govt., Public Sector Undertakings, local bodies, private companies) _____, _____, an eminent Institution of national repute registered under _____, having its registered office at _____ (Hereinafter called as "Third Party" Which

expression shall wherever the context so admit includes its Successors and permitted assigns) of the Third part.

PREAMBLE

Whereas the Corporation is operating a Marketing Facilitation Scheme for providing marketing support to individual unit or a group/consortium of units of micro and small scale enterprises;

Whereas the Corporation facilitates micro and small enterprises to pass on the enquiries received by the Corporation to supply their goods/materials/services/ machinery/ technology/turnkey projects (hereinafter referred to as 'goods and services') to the Central Govt./State Govt., Public Sector Undertakings, local bodies, private companies, hereinafter called as the 'Buyer';

AND whereas the unit after going through the contents of the Marketing Facilitation Scheme approached the Corporation to provide marketing facilitation support to participate in the enquiries

NOW THIS AGREEMENT WITNESSES AS UNDER:

AND has expressed his desire for such purpose before both the First Party and the Third Party.

And whereas it was decided by Corporation that a panel of Third Party Name of the Central Govt./State Govt., Public Sector Undertakings, local bodies, private companies) _____, supplier should be made available to the, through Corporation undertaking to provide the facilitation work to MSEs to supply goods/services as required by them.

And whereas expression of willingness to take up the said job has been received from Third Party.

And whereas after understanding the job description in detail, Third Party has assured the first party about its ability, willingness, expertise and infrastructure to undertake the job of Corporation and has agreed to undertake on being appointed, the MSE suppliers as per the scope of work in this AGREEMENT (hereinafter called the "ACTIVITY").

And whereas, on negotiation between aforesaid parties, it has been agreed to enter into this AGREEMENT on the following terms and conditions.

And whereas, this AGREEMENT will become an integral part of agreement(s) *signed* / to be signed between Corporation and its Branch Offices on PAN India basis through Marketing Facilitation Scheme, wherever applicable.

SCOPE OF AGREEMENT

This AGREEMENT details the terms and conditions, responsibilities and obligation of Corporation (first party), the Unit (second party) and Third Party.

Third Party will float the tender enquiry for their own requirement of Goods/Services of different Offices in terms of this AGREEMENT and Third Party, Coal companies and the consumers shall respectively and faithfully abide by and subject themselves to the terms and conditions and stipulations of this AGREEMENT.

A tripartite agreement shall be executed where NSIC acts as the facilitator between the buyer and the supplier, which will clearly define the relationships between the supplier, the buyer, and the facilitator. The supplier will issue invoices directly to the buyer, who will be responsible for all payments and contractual obligations. NSIC's facilitator's role will also be clearly outlined in relation to both parties.

In the event if buyer is not comfortable/acceptable with tripartite Agreement, can have an arrangement in the nature of letter of acceptance or understanding & include all the key terms and conditions outlined in the agreement, and should also cover the suppliers involved in the agreement.

In the event of buyer is not comfortable/acceptable with tripartite Agreement, can get letter of acceptance or understanding, which will include all the key terms and conditions outlined in the agreement, and will also cover the suppliers involved in the agreement.

Termination and Liability:

The agreement includes a termination clause, specifying conditions under which any party may exit the agreement.

Facilitator's Role and Responsibilities

It is reiterated that NSIC's role is confined to assisting in negotiations between the buyer and the supplier, ensuring fair and transparent processes in pricing, delivery timelines, and other critical contract terms. Additionally, NSIC will act as a co-applicant with the supplier in matters brought before the MSFC council, with all associated legal expenses shall be borne by the supplier only.

Coordination and Communication:

NSIC will act as a coordinator/facilitator between the buyer and supplier, ensuring smooth communication and aligning both parties on key project milestones and delivery expectations.

Complaints & Disputes NSIC's liability will be strictly limited to its role as a facilitator. Any delays or quality & other issues resulting from supplier actions or external factors will remain the responsibility of the buyer and NSIC will not be responsible for the same under any circumstances, whatsoever.

The unit(s) at any stage in the past failed to comply with any of the enquiry conditions wherein it had participated earlier or has been debarred by any buying department. An undertaking to this effect must be obtained from the party, and

Where a complaint against the unit(s) is being examined, recommendation of such unit(s) shall be withheld till the final disposal of the complaint.

The unit(s), if registered with a different branch, credentials w.r.t. having made supplies satisfactorily is to be verified.

Approval for facilitation in MFS is accorded as per sub-delegation of powers granted under the scheme or change from time to time.

SCOPE OF WORK

FORCE MAJEURE

Neither Corporation, Unit or Third Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events.

The affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months the parties shall then mutually decide about the future course of action.

EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

This Agreement shall be valid w.e.f. ____,2024 or the date of signing of the Agreement as the case may be & shall remain in force for a period of 5 (five) years with provision to extend another 05 (five) years by mutual consent, *subject to the provisions contained under the heading " Schedule Period " herein above.*

During the tenure of the Agreement parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a two months' notice in writing to the other party. Failure of either of the parties to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate.

CONFIDENTIALITY

During the tenure of Agreement and thereafter, all parties undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure of any/ all information & data exchanged I generated pertaining to work under this Agreement for any purposes other than in accordance with this Agreement. Coal companies and Third Party duly undertake to sign Pre- Contract Integrity Pact as per Proforma provided by the First Party.

NOTICES

All notices and communications required to be served on Coal Company and consumer shall be considered to be duly served if the same has been posted through any recorded mode of delivery to Coal Company and consumer at its last known address of business. Similarly, any notice to be given to Third Party shall be considered as duly served if the same has been posted through any recorded mode of delivery at its address.

AMENDMENTS TO THE AGREEMENT

No amendment or modification of this Agreement shall be valid unless the same is made in writing by all the three parties and their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/ changes shall be effective from the date on which it is made I executed unless otherwise agreed to.

ASSIGNMENT OF THE AGREEMENT

Any rights and/or liabilities arising to any party on account of this Agreement shall not be assigned except with the written consent of other parties and subject to such terms and conditions as may be mutually agreed upon.

DISPUTE RESOLUTION

In the event, parties herein fails to resolve the dispute/ difference arising under the Agreement or in connection therewith (except as to matters the decision of which is specially provided under this Agreement) the same shall be guided under the Indian Arbitration & Conciliation Act, 1996. The venue shall be ___ as agreed by the parties. The place of jurisdiction of court shall be ___.

SEAL OF PARTIES

In witness whereof the parties hereto have signed this Agreement on the _____ day of _of year 2024 mentioned hereinbefore.

Signature 1st Party

Signature 2nd Party

Signature 3rd Party

Name, Signature & addresses of Witnesses 1. 2.

Agreement under NSICs Marketing Facilitation Scheme

This agreement is made and executed on this ____day of----- Two thousand_____ between National Small Industries Corporation Limited, a Government Company incorporated under the Companies Act 1913 (Act VII of 1913) having its registered office at NSIC Bhavan, Okhla Industrial Estate, New Delhi – 110020 and also having one of its Branch Office at _____ (Full address of concerned office) hereinafter called as '**the NSIC/Corporation**', which expression shall include its successors and assigns;

AND

Shri _____ S/o Shri _____ R/o _____ and carrying business under the name and style of M/s. _____ at _____ (full address) as Proprietor (hereinafter called as '**unit**', which expression shall include his/her heirs, executors, administrators, successors, legal representative and permitted assigns); (In case of Prop. concern)

OR

M/s. _____ (Name of the firm with full address) a Partnership firm carrying on business in co-partnership and acting through Shri _____ S/o _____ R/o _____ holding power of attorney / authority dated _____ from all the partners of the firm, to sign this agreement on behalf of the firm, hereinafter called as '**the unit**', which expression shall include each partner or partners for the time being of the said firm and their respective heirs, executors, administrators and legal representatives. (In case of Partnership concern)

OR

M/s. _____ (Name of the Company /Limited Liability Partnership/Co-operative Society/Multi State Co-operative Society), a Company duly registered under the Companies Act, 1913/1956, Co-operative Societies Act having its registered office at _____ and acting through Shri _____ S/o _____ R/o _____ a Director/executive of the Company/society authorized vide a resolution dated _____ passed by its Board of Directors/executive body in the meeting held on _____ to sign this agreement on behalf of the Company / Co-operative Society hereinafter called as '**unit**', which expression shall include its successors and assigns. (In case of Co. / Co-op. Society)

Whereas the Corporation is operating a Marketing Facilitation Scheme for providing marketing support to individual unit or a group/consortium of units of micro and small scale enterprises;

Whereas the Corporation facilitates Micro and Small Enterprises (MSEs) by passing on the enquiries received by the Corporation to supply their goods/materials/services/ machinery/ technology/turnkey projects (hereinafter referred to as '**goods and services**') to the Central Govt./State Govt., Public Sector Undertakings, local bodies, private companies, hereinafter called as the '**Buyer**';

AND whereas the Unit after going through the contents of the Marketing Facilitation Scheme approached the Corporation to provide marketing facilitation support to participate in the enquiries

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. Role of NSIC as Facilitator:

- (i) NSIC being Facilitator will recommend the L1 bidder (lowest bidder) to the Buyer (As per DOE Manual), who will then be responsible for awarding the contract to such L1 bidder Or pass on the enquiries received by the Corporation to supply their goods/services to the Unit.
- (ii) NSIC's role shall be confined to assisting in negotiations between the Buyer and the supplier/unit, ensuring fair and transparent processes in pricing, delivery timelines, and other critical contract terms.
- (iii) **Coordination and Communication:** NSIC/Corporation will act as a coordinator/facilitator between the Buyer and supplier/unit, ensuring smooth communication and aligning both parties on key project milestones and delivery expectations.

2. Facilitation /Service Charges

- (i) **NSIC/Corporation will charge 5% (inclusive of GST) of the award value towards facilitation fees/commission charges.**
- (ii) In case of any project, supplier/unit shall be liable to pay the facilitation charges in phases, linked to project milestones: 50% upon reaching the first milestone (on acceptance of award of contract by the supplier unit), followed by 25% at the second milestone (total execution of award), and the remaining 25% upon completion of the final milestone (receipt of payment from the Buyer).
- (iii) Supplier/unit agrees to keep NSIC/Corporation informed about the progress of the project from time to time.
- (iv) NSIC/Corporation will not be liable for any direct financial transactions between buyer and the supplier/unit. The supplier/ Unit shall raise bills exclusively in the name of the 'Buyer' who shall directly make all the payment as per the contract to the supplier/ unit. NSIC/Corporation shall not be responsible for any delayed or short payment made by the Buyer or delivery, quality, quantity issues etc. and for any reasons whatsoever.
- (v) NSIC's facilitation charges will be paid by the unit/Supplier within the time schedule stated above.

- (vi) Payments to Suppliers/unit will be made directly by the Buyer.
- (vii) The Supplier/Unit agrees to comply with all the terms and conditions laid down in tender/NIT documents published/floated by the Buyer during the tender period or its extended period. The Supplier/Unit further agrees that NSIC shall not be liable for payment of any penalty imposed by the Buyer for violating terms and conditions of the award of the contract (made between the Supplier/Unit and Buyer) or for delayed or defective delivery of goods or services.
- (viii) If a supplier/Unit fails to pay the fees to NSIC in accordance with the Agreed payment terms, Corporation shall take appropriate action against such supplier/unit/Consortium.

3. Tripartite Agreement:

The supplier unit agrees that a tripartite agreement shall be executed among the NSIC the facilitator, the Buyer and the supplier/unit, incorporating the terms and conditions agreed amongst the parties.

4. Complaints & Disputes

NSIC's responsibility will be strictly limited to its role as a facilitator. Any delays or quality/quantity & other issues resulting from suppliers/Unit's actions or external factors will remain the responsibility of the supplier/unit and NSIC will not be responsible for the same under any circumstances, whatsoever.

NSIC/Corporation shall not be a party to any complaint / disputes with regard to delayed/short payment, defective/ delayed supply, quality / quantity or any other issues regarding the award of contract between Buyer and supplier/unit.

5. REVOCATION OF ENLISTMENT CERTIFICATE

The enlistment certificate under the MFS can be revoked by the NSIC in the following circumstances:

- (i) The unit backs out after submission of rate participation in the enquiry;
- (ii) The unit fails to comply with any of the terms and conditions of the supply order including specification, size, quantity, quality and/or wrong delivery, non-delivery, short-delivery, delayed delivery, defective delivery etc. of goods/services;
- (iii) The supplier/unit fails to meet the conditions related to after sale services/ annual maintenance/ guarantee/ warranty conditions;
- (iv) The supplier/unit breaches of any of the terms and conditions of the agreement;
- (v)** On receipt of any complaint from the Buyer department, NSIC/Corporation reserve its right to reconsider/re-examine SPRS registration Certificate issued to Supplier unit
- (v) Any other conduct of the unit which in the opinion of the NSIC/Corporation warrants revocation of the enlistment certificate.

6. Termination of Agreement

This agreement can be terminated with the mutual consent of both the parties i.e. supplier/unit and the NSIC/Corporation subject to clearance of all the dues including statutory dues, if any, obligations etc. by the supplier/ unit. In case the NSIC does not approve the termination, the supplier shall remain bound by the terms and conditions of the agreement until all contractual obligations are completed by the supplier/ unit.

7. **Order Placement:**

The Buyer shall place the Supply Order on the selected MSE supplier/unit/ consortium recognizing NSIC's/Corporation's facilitation role.

8. **Payment:**

The Supplier/Unit agrees that Buyer shall be responsible for making direct payments to the supplier/unit as specified in the terms of the purchase order. NSIC/Corporation shall not be involved or have any liability in the financial transactions made between the Buyer and supplier/unit.

9. Indemnity

(i) The Supplier/Unit hereby indemnifies the NSIC/Corporation and keep it harmless from any claim, demand, damages, action, cost, suit or proceedings and other charges, including legal charges if any, to which the NSIC/Corporation may become subject or which it may have to pay or held liable.

(ii) The Supplier/Unit agrees that this indemnity shall remain valid, enforceable and irrevocable until the settlement of all the claims of the NSIC arising under this agreement.

10. PRICE NEGOTIATION BY THE BUYER DEPARTMENT

On opening of the price bids if the buyer department calls for negotiation either on the price or on the quantity or both or any other factor, the decision on any of these parameters can be taken by Buyer. However, NSIC/Corporation may facilitate in negotiations with the Buyer at the request of the supplier/unit.

After supply of material by the supplier/unit, it will keep NSIC/Corporation informed about the progress of execution of order/award and confirm that goods and/or services are in accordance with the specifications of the supply order.

11. DISTRIBUTION OF ORDER AMONG CONSORTIUM MEMBERS

On participation in any of the enquires on behalf of consortium of the supplier(s)/unit(s) and award of order, Consortia Leader shall pass on the order to the members of the consortium as per the decision taken at the time of participation by the member supplier/unit or their elected leader, specifying quantities to be executed by individual member supplier/unit on award of tender.

Otherwise, the member suppliers/ units either collectively or through their leader can convey the allocation of quantities amongst themselves out of the order received which shall be supplied / executed by them respectively. However, the decision of NSIC/Corporation with regard to distribution of the order to different member suppliers/units shall be final notwithstanding the capacity of the supplier/unit.

12. IMMEDIATE RECOVATION OF ENLISTMENT CERTIFICATE

In the following cases, the empanelment of the unit shall be revoked with immediate effect:

- a) The supplier/unit indulges in any kind of misconduct, fraud, forgery, cheating, unfair trade practices, or willfully acts against the interest of the NSIC/Corporation/ or does any act which invites action under criminal laws.
- b) The supplier/unit is blacklisted by any other department;
- c) The unit's SPRS enlistment certificate has become invalid due to any reason;

In cases where the supplier/unit stands debarred for further execution of the order and all liabilities having arisen and / or likely to arise in future, they shall be borne by the supplier/unit as per the terms & conditions of this agreement executed under the scheme

13. Jurisdiction

The Court atalone shall have exclusive jurisdiction in respect of any dispute arising out of this agreement

1.

2.

(Prop./Partner/Director/Authorized signatory)
(Full Name & Designation)

Witnesses:

1.

National Small Industries Corpn. Ltd.

2.

AUTHORISED SIGNATORY

CONSORTIUM AGREEMENT

This AGREEMENT is made and executed on this ____ day of Two thousand _____
BETWEEN National Small Industries Corporation Limited, a Government Company incorporated under the Companies Act 1913 (Act VII of 1913) having its registered office at NSIC Bhavan, Near Okhla Industrial Estate, New Delhi – 110020 and also having one of its Branch Office at _____ (Full address of concerned office) hereinafter called as '**the NSIC/Corporation**', which expression shall include its successors and assigns;

AND

1. Shri _____ S/o Shri _____ R/o _____ and carrying business under the name and style of M/s. _____ at _____ (full address) as Proprietor (herein after called as '**unit/Consortium Member**', which expression shall include his heirs, executors, administrators, successors, legal representative and permitted assigns); (In case of Proprietary concern)

OR

M/s. _____ (Name of the firm with full address) a Partnership firm carrying on business in co-partnership and acting through Shri _____ S/O. _____ R/O. _____ holding power of attorney / authority dated _____ from all the partner of the firm, to sign this agreement on behalf of the firm, hereinafter called as '**unit/Consortium Member**', which expression shall include each partner or partners for the time being of the said firm and their respective heirs, executors, administrators and legal representatives. (If Partnership concern)

OR

M/s ----- (Name with full address) , an HuF firm carrying on the business for the benefit of Hindu Undivided Family consisting of its coparceners namely Sh.....S/o Smt.....W/O (Please mention names of all the coparceners of HUF) and acting through its Karta Sh..... S/o..... (name of Karta) holding power of attorney /authority letter dt.....from all the Coparceners of the HUF firm to sign this agreement on behalf of the HUF firm, hereinafter called as the unit/Consortium Member, which expression shall include each Coparcener for the time being of the said HUF firm and their respective heirs, successors, assigns, executors, administrators and legal representatives (For HUF)

OR

M/s. _____ (Name of the Company /LLP/Co-operative Society), a Company duly registered under the Companies Act. 1913/1956/ Co-operative Societies Act having its registered office at _____ and acting through Shri _____ S/O. _____ R/o. _____ a Director of the Company authorized vide a Resolution dated _____ Passed by its Board of Director in the meeting held on _____ to sign this agreement on behalf of the Company / Co-operative Society hereinafter called as '**unit/Consortium Member**', which expression shall include its successors and assigns. (In case of Company/ Co-operative Society)

AND

2.....(particulars of proprietor or partnership or company or society as given above)

AND

3.....(particulars of proprietor or partnership or company or society as given above)

Whereas the Corporation is operating Marketing Facilitation Scheme for providing marketing support to individual unit or a group/consortium of units of micro and small scale enterprises;

Whereas the Corporation facilitate Micro and Small Enterprises (MSEs) for participate in enquiries for supplying their goods/materials/services/ machinery/technology/ turnkey projects (hereinafter referred to as 'goods and services') to the Central Govt./State Govt., Public Sector Undertakings, local bodies, private companies, hereinafter called as the '**Buyer**'.

Whereas the units/Consortium Members, engaged in supply of goods and services, after having decided to form a consortium of themselves, approached the Corporation to avail marketing facilitation support under the above said scheme for quoting in the enquiries on behalf of the Members of this Consortium and agreed to pay NSIC facilitation charges. A separate agreement has already been executed by the Unit/ Consortium Member with the Corporation;

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. That the unit/Consortium Member authorizes the Corporation as its facilitator to pass on the enquiries received by the corporation to consortium members so as to enter into contract with the 'Buyer'.
2. The unit/ Consortium member hereby acknowledge execution of the agreement individually under the Marketing Facilitation Scheme of the Corporation and agrees to abide by the terms and conditions of the same and the same shall form an integral part of the enquiry and shall continue to be enforceable till the 'Buyer' discharges the unit/Consortium.
3. The units/Consortium Members hereby agree to nominate Shri.....
S/o.....R/o.....and Proprietor/Partner/Nominated
partner/Director/Karta/authorized representative of M/s..... as the Leader
Member, who shall represent the units/Consortium Members for all intents and purpose for dealing with the Corporation for recommending name of consortium of units. The commitment made by the Lead Member shall be binding on all the units/Consortium Members.
4. If the consortium or individual MSE received the order from the Buyer, the same shall be acceptable to all the consortium members as per decision as per the decision of their elected leader. If the member unit(s) is unable to decide about the allocation of quantities to be supplied / executed by them, the Corporation shall decide the same while keeping in view the monetary limit and the same shall be binding on the consortium units.
5. It shall be the responsibility of the unit/Consortium Member jointly and severally to supply/ provide the goods/services delivered fully and completely at their cost as per supply order including technical guarantees at their cost as per the supply order. In case of failure of any of the member of the consortium to execute its part of order, the other members of consortium shall be responsible to execute the order for the failing unit

6. In case any penalty or damages are levied by the buyer which can be identified for the products supplied by the specific member the same shall be passed on to such member. Where such identification is not possible, the penalty / damages shall be divided amongst all member units in the ratio of the quantities allocated *amongst* them or in the ratio as mutually decided by them.
7. The Supplier/Unit/Consortium agrees to comply with all the terms and conditions laid down in tender NIT documents published/floated by the buyer during the tender period. The Supplier/Unit further agrees that NSIC shall not be liable for payment of any penalty imposed by the Buyer for violating terms and conditions of the award of the contract (made between the Supplier/Unit and Buyer) or for delayed or defective delivery of goods or services.
- 8.
9. The Corporation reserves its right to expel any member for misconduct, unfair trade practices, undue pressure, if it works against the interest of the Corporation and/or Consortium or if it jeopardizes the execution of the enquiry as received from byer in any manner.
10. Any change in the constitution of the unit, addition of unit or withdrawal/non-participation of a unit in the enquiry shall not absolve any unit of its liabilities and contractual obligations.
11. The unit/consortium members agree and authorize the Corporation to enter into any supplementary agreement for the addition, if any, of new members/units in the consortium with the same terms and conditions.
12. This agreement is not intended to constitute, create, give effect to or recognize a joint venture, partnership or business entity of any kind having any legal claim on each other in case of breach of any of the terms.

Jurisdiction

The Court atalone shall have exclusive jurisdiction in respect of any dispute arising out of this agreement

Signed by the Parties to this agreement on the day first above written.

Consortium Member
Authorised Signatory

Consortium Member
Authorised Signatory

Consortium Member
Authorised Signatory

For National Small Industries Corp. Ltd.

Witnesses:

1.

2.

(Authorize Signatory)

