NSIC/HO/BD/DIC/26

Expression of Interest (EOI)

For

Empanelment of Service Providers to Empower MSMEs through NSIC's One-Stop Digital Portal MSMEmart.com

Issued by

The National Small Industries Corporation Limited

NSIC Bhawan

Okhla Industrial Estate

New Delhi – 110020

May, 2026

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1. EOI Notice

The National Small Industries Corporation Limited
NSIC Bhawan, Okhla Industrial Estate
New Delhi – 110020

Dated. 14-07-2026

The National Small Industries Corporation Limited (NSIC), under the Ministry of MSME, invites **Expressions of Interest (EOI)** from reputed service providers relevant to the MSME sector.

Through this EOI, NSIC seeks to empanel reputed service providers offering **plug-and-play, off-the-shelf solutions** available at **pre-decided prices** across technology, compliance, finance, productivity, and market access. By aggregating diverse services under one transparent platform, NSIC will deliver higher value propositions, foster competitiveness and enable sustainable growth for MSMEs.

Service providers meeting the eligibility criteria may submit their proposals by completing the online form available at https://eoi.nsic.co.in/. Only eligible applications will be considered, and no communication will be entertained for ineligible submissions. This is an open EOI; further announcements will be made exclusively on NSIC's official portals — www.nsic.co.in and www.msmemart.com.

The EOI document, containing details of qualification criteria, submission requirements, objectives, scope of work, and evaluation methodology, has been uploaded on the NSIC portals.

2. Executive Summary

NSIC is committed to empowering India's 70 million MSMEs by accelerating their digital transformation. Recognizing the challenges faced by MSMEs in adopting cost-effective business applications, NSIC has positioned **MSMEmart.com** as the nation's trusted single-window digital marketplace.

The collaboration will operate on a **commercial revenue-sharing model**, ensuring affordable access for MSMEs while leveraging NSIC's nationwide outreach and convening strengths. Empaneled providers will benefit from aggregated demand, brand association, and extensive promotional support, while MSMEs gain reliable, scalable solutions at subsidized rates.

This initiative reflects NSIC's vision of building a digitally empowered MSME ecosystem — one that integrates innovation, compliance and efficiency to strengthen India's entrepreneurial backbone.

3. Critical Information

Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

S. No.	Information	Details
1	EOI No. and Date	NSIC/HO/BD/DIC/26 – April, 2026
2	Last date for submission of EOI proposal	Open
3	Expected Empanelment Date	Ongoing with monthly empanelment, starting July'26.
4	Address at which proposal in response to EOI is to be submitted	Sr. General Manager – DIC The National Small Industries Corporation Limited (A Government of India Enterprise) NSIC Bhawan, Okhla Industrial Estate, New Delhi– 110 020
6	Contact Person for Queries	Mr. Sudeep Kumar- Chief Manager/ Mr. Vaibhav Pathak- Manager- DIC The National Small Industries Corporation Limited, (A Government of India Enterprise) NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 Tel. – 011-26926275 Email:sudeepkumar@nsic.co.in, vaibhavpathak@nsic.co.in

4. Introduction

Micro, Small and Medium Enterprises (MSMEs) are the backbone of India's economy, driving financial inclusion, employment generation, and entrepreneurship across urban and rural areas. Their growth is critical to building globally competitive businesses and strengthening national resilience.

With rapid technological advancements, enterprises worldwide are adopting digital solutions to streamline production, design, analytics, marketing, and compliance. These tools save time, reduce costs, and enhance productivity. However, many Indian MSMEs still rely on manual processes, as the high cost of business applications remains a barrier to adoption.

To bridge this gap, NSIC aims to position MSMEmart.com as India's trusted single-window digital marketplace for MSMEs — offering affordable, reliable, and plug-and-play solutions across technology, compliance, finance, and market access.

Through this Expression of Interest (EOI), NSIC invites reputed service providers to collaborate in delivering well-established, industry-accepted solutions with demonstrable value for MSMEs. Providers are expected to substantiate the relevance of their offerings and align with NSIC's vision of fostering competitiveness, transparency, and sustainable growth in the MSME sector.

5. Scope

To accelerate technology adoption, enhance business efficiency, automation, and compliance among MSMEs, NSIC intends to onboard reputed service providers under this EOI. These providers will offer standardized, plug-and-play solutions on a commercial model with special pricing for MSMEs.

NSIC will act as an **aggregator**, ensuring transparent and affordable access to diverse services through MSMEmart.com. MSMEs will be the buyers, while empaneled providers will be the sellers. A non-exclusive commercial MoU will be signed with each selected Service provider.

Only **off-the-shelf solutions** available at **pre-decided prices** with **plug-and-play** services available at **pre decided prices** will be considered. Given the large volumes expected under this aggregation model, MSMEs will benefit from offers with higher value propositions compared to prevailing market rates. Orders will be promoted online via MSMEmart.com and offline through NSIC's nationwide offices. NSIC will levy a facilitation service fee, while providers will retain responsibility for delivery, warranties, and after-sales support directly to MSMEs.

6. Categories of Services

The following categories, among others, will be considered under this EOI:

1. **Digital Infrastructure & Cloud**
   - ICT-enabled digital services (software, mobile apps, e-commerce platforms)
   - Cloud services (SaaS, PaaS, IaaS)
   - ERP solutions for accounting, taxation, compliance
   - Fin-Ops & cloud cost optimization
2. **Business Growth & Market Access**
   - Digital marketing & CRM tools
   - E-commerce enablement solutions
   - Export facilitation & documentation tools
   - Supply chain & logistics solutions
3. **Productivity Improvement Services**
   - Lean manufacturing & process optimization (Kaizen, Six Sigma)
   - Energy efficiency & resource management
   - Workplace automation (IoT, robotics, smart factory tools)
   - Skill development & training modules
   - Quality & standards improvement (ISO support, benchmarking)
   - Health, safety & ergonomics solutions
4. **Compliance & Governance**
   - Legal & regulatory compliance platforms
   - Cybersecurity & data protection solutions
   - Managed CFO services
   - Fin-Tech & digital payments
   - Banking & credit facilitation
   - Financial advisory, debt/equity planning, credit rating
5. **Human Capital & Productivity**
   - HR services & payroll automation
   - Digital skilling & learning management systems
6. **Innovation & Emerging Tech**
   - Artificial Intelligence & automation tools
   - Industry 4.0 & IoT solutions
   - Green-Tech & ESG compliance tools
   - Innovative digital solutions for MSME growth

F. **Any other off the shelf"** & **"Plug & Play"** service **relevant for MSME sector,** available at **a pre-decided price, which can be listed & offered through online portal** will be covered under this EOI & will be considered for empanelment.

7. Commercial Model

NSIC, leveraging its nationwide outreach and convening strengths, will act as a **facilitator and aggregator** to deliver trusted services to over 70 million MSMEs across India. Service providers empaneled under this EOI will be responsible for ensuring the quality, delivery, and after-sales support of their offerings, while NSIC will provide the integrated platform and promotional ecosystem through **MSMEmart.com** and its field offices.

Collaboration will be formalized through a **non-exclusive MoU** with each qualified service provider, defining responsibilities, service standards, and governance safeguards.

The commercial arrangement will operate on a **revenue-sharing model**, structured as follows:

- **Special Pricing for MSMEs**: Providers will extend subsidized rates, factoring in expected volume benefits, to make solutions affordable and attractive.
- **NSIC Service Fee**: NSIC will charge a fixed percentage facilitation fee from providers for its role as aggregator and promoter.
- **Discount Pass-Through**: Remaining benefits from negotiated discounts may be passed on to MSMEs to encourage adoption.
- **Transparent Transactions**: Orders will be routed through NSIC, with billing and payments managed in a clear, auditable manner.
- **Value Proposition**: MSMEs will gain access to higher-value deals compared to prevailing market offers, ensuring competitiveness and sustainability.

This model ensures that MSMEs receive **cost-effective, plug-and-play solutions**, while service provider’s benefit from NSIC’s trusted brand, extensive reach, and aggregated demand.

8. Eligibility & Evaluation Framework

To ensure credibility and quality, applicants must meet the following eligibility requirements. Relaxations may apply for DPIIT-registered Startups and large investor-backed companies, recognizing their innovation potential.

S. No.	Eligibility Criteria Requirements	Supporting Document required
1	The entity shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Certificate of Incorporation and Partnership Deed, if any

S. No.	Eligibility Criteria Requirements	Supporting Document required
2	The entity should have been in operation for at least 03 years as on date of EOI. In case the current Applicant is the result of a merger/acquisition, at least one of the merging companies should have been in operation for at least 03 years.	Certificate by Company Secretary of the Applicant's organization
3	Entity should have minimum turnover of Rs. 5 Crore in at-least one year in last three financial Years	Audited Financial Statements for last three years Or Certificate from the chartered accountant
4	The applicant must demonstrate financial stability & Credibility to ensure long-term delivery of quality services to MSMEs	Audited financials for last 3 years OR CA certificate confirming adequate net worth/liquidity; evidence of sustained operations/investor backing/positive cash flow
5	The entity should have been providing Services being offered to MSME Sector from at least 01 years	Documentary Evidence of Service billing
6	The Entity should not have been blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies in India as on the date of the EOI	Self-Declaration certified by authorized signatory
7	PAN No. & GST Certificate / Udyam Number (if MSME)	Copy of Certificate to be enclosed.
8	Should have a customer care support system in place where a complaint could be logged by end user	Details of customer support number/ online chat url/ email id etc.
9	Should have PAN India / Strong Regional coverage (Should be able to provide customer support through reseller/ distributors/ partners/ vendors/ service providers on PAN India / Reginal basis)	List of offices with electricity bill/ landline bill/ Lease agreement/ as address proof
10	Minimum 20 employees in India	Self- certifications

***Relaxation Clause:** Above criteria may be relaxed for DPIIT-registered Startups or large investor-backed companies, subject to NSIC's discretion.

8.1 Evaluation Process

- **Proposal Evaluation Committee (PEC):** NSIC will constitute a PEC to assess all responses.
- **Assessment Parameters:**
  - Compliance with eligibility criteria
  - Quality and relevance of proposed services
  - Demonstrated MSME impact (case studies, pilots, adoption potential)
  - Financial viability and pricing model
  - Customer support and delivery capability
- **Supporting Documentation:** Incomplete or missing documents may lead to rejection.
- **Final Decision:** The PEC's evaluation will be binding, and no correspondence will be entertained outside the process.

9. Collaboration Framework

Following evaluation of proposals, shortlisted entities may be invited for discussions or demonstrations to explore collaboration opportunities. Empanelment will be formalized through a **non-exclusive MoU** between NSIC and each qualified service provider, clearly defining roles, responsibilities, modus operandi, and commercial arrangements.

9.1 Roles & Responsibilities

NSIC

- Act as facilitator and aggregator through MSMEmart.com and its nationwide offices.
- Promote adoption of empaneled services via communications, seminars, and outreach programs.
- Provide MSMEs with access to subsidized solutions at transparent, pre-decided prices.
- Retain an agreed facilitation service fee and pass remaining discount benefits to MSMEs.
- Issue communications and process notes to MSMEs and field offices announcing tie-ups and facilitating adoption.

Service Providers

- Deliver services at special pricing, ensuring quality, timely delivery, and after-sales support.
- Provide training, customer care, and warranty/guarantee directly to MSMEs.
- Submit monthly adoption and performance reports to NSIC for joint review.
- Designate a single point of contact for coordination with NSIC.

- Extend services to NSIC's 2 lakh+ existing members and other MSMEs routed through NSIC.

Joint Promotion & Awareness Responsibilities

- NSIC and service providers will jointly promote adoption of solutions through communications, seminars, outreach programs, and digital campaigns.
- Conduct promotional and knowledge dissemination programs across India to build awareness and encourage adoption.
- Collaborate to address MSMEs' business automation and compliance needs.
- Ensure smooth operations through coordinated efforts between NSIC's regional offices and providers' teams.
- Publish and promote exclusive offers jointly on MSMEmart.com and through outreach initiatives.

9.2 Modus Operandi

1. **Order Placement & Processing**

   - MSMEs will place orders with NSIC using prescribed application forms, along with full advance payment.
   - NSIC will validate and forward orders to service providers.

2. **Pricing & Billing**

   - Service providers will extend special subsidized pricing to NSIC competitive with open market rate.
   - Providers or authorized resellers will bill NSIC at discounted rates.
   - NSIC will retain its agreed facilitation fee and pass remaining discount benefits to MSMEs during billing.

3. **Eligibility**

   - Only MSMEs routing purchases through NSIC will be eligible for subsidized benefits.
   - MSMEs purchasing similar services directly from the open market will not qualify under this scheme.

4. **Renewal**

   - MSMEs may continue to avail the Services/Products of the Service provider through renewal of existing or multi-year contracts at per the prices agreed as per the signed MOU

- All renewal cases shall mandatorily be routed through NSIC FOs and shall continue to be governed by the terms and conditions of the signed MOU.
- The service provider shall recognize and process such renewals as NSIC-facilitated business and extend all applicable benefits, support, service levels, and commercials under the prevailing terms of the signed MOU.

5. Operational Coordination

- NSIC will introduce regional office teams to providers' teams for joint promotion and execution.
- Both parties will designate officers as single points of contact for day-to-day coordination.

6. Monitoring & Reporting

- Service providers will submit monthly adoption and activity reports (zone-wise) to NSIC.
- Reports will be jointly reviewed to plan future activities and assess impact.

10. Governance & Safeguards

To ensure transparency and protect MSMEs' interests, the formal MoU with empaneled service providers will incorporate clear provisions on:

- **Confidentiality & Non-Disclosure** – Safeguards to protect sensitive information exchanged during collaboration.
- **Data Ownership & Protection** – All MSME data generated or processed will remain the property of NSIC and/or the respective MSMEs, with strict controls on permitted use and compliance with applicable data protection laws.
- **Service Quality & Compliance** – Providers must adhere to agreed standards of delivery, security, and statutory compliance.
- **Performance Monitoring** – Regular reporting and joint reviews will track adoption, service quality, and impact.
- **Exit/Termination Conditions** – NSIC reserves the right to disengage in cases of poor service quality, breach of compliance, or violation of agreed terms, with appropriate notice provisions.
- **Penal Provisions** – Breach of MoU terms, including misuse of data or failure to meet service obligations, may attract financial penalties, blacklisting, or other remedial measures as deemed appropriate by NSIC.

11. Disclaimer

This Expression of Interest (EOI) is issued solely to invite proposals from interested service providers. Submission of a response is voluntary and does not create any binding obligation on NSIC.

NSIC reserves the right, at its sole discretion, to accept or reject any or all proposals, modify the terms of this EOI, or cancel the process entirely without assigning any reason. Respondents shall bear all costs associated with the preparation and submission of their proposals; NSIC will not be liable for any such expenditure.

Empanelment under this EOI shall not constitute a guarantee of business for any service provider. NSIC’s role will remain strictly that of a facilitator and aggregator through MSMEmart.com and its nationwide offices. All contractual obligations, warranties, guarantees, and after-sales support shall rest solely with the respective service providers. NSIC will not assume responsibility for disputes, liabilities, or obligations arising between MSMEs and service providers.

12. Formats for submission

FORMAT – 1

APPLICANT'S EXPRESSION OF INTEREST

To,

The Sr. General Manager – DIC
The National Small Industries Corporation Limited
(A Government of India Enterprise)
NSIC Bhawan, Okhla Industrial Estate,
New Delhi– 110 020

Subject: Submission of Expression of Interest (EOI) for providing the Services to MSMEs through NSIC.

Dear,

In response to the Invitation for Expressions of Interest (EOI) published at NSIC website (www.nsic.co.in) for the above purpose, we would like to express interest to join NSIC for facilitating MSMEs. As instructed, we have enclosed the Expression of Interest in prescribed format containing all relevant documents as per EOI:

Sincerely Yours,
Signature of the applicant
[Full name of applicant]
Stamp.......................
Date…………………

Note: This is to be furnished on the letter head of the organization.

FORMAT – 2

ELIGIBILITY CRITERIA REQUIREMENT

S. No	Organizational Contact Details	
1.	Name of Organization	
2.	Main areas of business	
3.	The Entity shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	
4.	The entity should have been in operation for at least 03 years as on date of EOI. In case the current applicant is the result of a merger /acquisition, at least one of the merging companies should have been in operation for at least 03 years.	
5.	Financial Stability & Credibility – Audited financials for last 3 years OR CA certificate confirming adequate net worth/liquidity; evidence of sustained operations/investor backing/positive cash flow	
6.	Entity should have minimum turnover of Rs. 5 Crore in at-least one year in last three financial Years.	
7.	The entity should have been providing Services being offered to MSME Sector from at least 01 years	
8.	The Entity should not have been blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies in India as on the date of the EOI	
9.	PAN No. / GST Certificate / Udyam Number	
10.	Should have a customer care support system in place where a complaint could be logged by end user	

S. No	Organizational Contact Details	
11.	Should have PAN India / Strong Regional coverage (Should be able to provide customer support through reseller/ distributors/ partners/ vendors/ service providers on PAN India / Reginal basis)	
12.	Minimum 20 employees in India	
13.	Address of registered office with telephone no. & fax	
14.	Address of other offices	
15.	Contact Person with telephone no. & e-mail ID	

Enclosed: -

1. As per the above

Signature of the applicant

Full name of the Applicant

Stamp & Date

FORMAT -3

REQUIREMENT FOR UNDERSTANDING OF PROPOSED SOLUTION

In response to this Expression of Interest, following information may be furnished by the interested Services Providers, as applicable:

1. Executive Summary (2 pages max): Providers should concisely explain their value proposition.
2. Case Studies Annexure: Showcase MSME success stories or pilots.
3. Services that are proposed to be offered to MSMEs.
4. Features of Services offered along with brochure /flyer
5. Customer support process
6. Cost of Services including terms and conditions if any.
7. Implementation & training support
8. Terms of operation and maintenance including AMC
9. Payment terms and billing cycle
10. Features deliberating Security and Privacy of data
11. Service Charge / Offerings for NSIC (Financials)
12. Warranty/ Guarantee of the Services
13. Return Policy for the Services

Enclosed: -

1. As per the above

Signature of the applicant

Full name of the Applicant

Stamp & Date

FORMAT - 4

DECLARATION
We hereby confirm that we are interested in competing for the EOI for Facilitation of Services to MSMEs through NSIC at Special rates. All the information provided herewith is genuine and accurate. Authorized Person's Signature. Name and Designation: Date of Signature: Note: The declaration is to be furnished on the letter head of the organization.

End of the document

MEMORANDUM OF UNDERSTANDING

Between

The National Small Industries Corporation Limited (NSIC)

&

Date – ______________-

This MEMORANDUM OF UNDERSTANDING (MOU) is made on this__Day of ______2026 at New Delhi, India.

BETWEEN

The National Small Industries Corporation Ltd. (NSIC), an ISO 9001-2015 certified Government of India Enterprise under Ministry of Micro, Small and Medium Enterprises (MSME), a Company incorporated under Companies Act 1956 having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 herein after referred to as "NSIC" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its Authorized Representatives, Successors and Assigns) being Party of the **FIRST PART**.

NSIC has been working to promote, aid and foster the growth of Micro, small and medium enterprises in the country. NSIC operates through a countrywide network of offices and Technical Centres in the Country.

AND

________________ (Hereinafter referred to as "__" a company incorporated under the Companies Act, 1956 bearing CIN ________ and having its registered office at ____________________________________(which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its Authorized Representatives Successors and its Assigns), Party of the **SECOND PART.**

AND WHEREAS NSIC's objective & mission is to promote and support Micro, Small & Medium Enterprises (MSMEs) Sector" by providing integrated support services encompassing Marketing, Technology, Finance and other services.

AND WHEREAS ___________and _______company, is a_________

Both shall hereinafter be collectively referred to as the "Parties" and individually be referred to as the "Party".

WHEREAS the aforesaid Parties have discussed and analyzed the proposal submitted by _______against the online EOI (Expression of Interest) published by NSIC and in principle agreed to by NSIC to recommend & promote, on non-exclusive basis, adoption of _____________services across MSMEs in India in order to support them in their Business Automation and _______________.

AND WHEREAS the Parties aforementioned are desirous of entering into an MOU, on a non-exclusive basis, setting out the terms and conditions therein.

NOW IT IS HEREBY MUTUALLY AGREED TO BY AND BETWEEN THE AFOREMENTIONED PARTIES HERETO AS FOLLOWS:

1. The term of MOU shall be valid for a period of 05 (Five) years from the date of execution of this MOU unless earlier terminated by the Parties in accordance with the provisions of this MOU. The MOU shall be subject to modification and / or renewal from time to time as may be agreed to by and between both the Parties.

2. ________& NSIC both will depute an officer as single point of contact to coordinate on day-to-day operations and to ensure success of this MOU as per the Terms of Trade (ToT) placed at **Annexure "A**" to this MOU.

3. Modus operandi document of MOU between NSIC and Service Provider (SP) is placed at **Annexure "B"**

4. NSIC to share its monthly, quarterly or annual program calendar with ______and ………… may assign its representative to participate in these programs for promotion of products/services_____________as per ToT.

5. NSIC to issue a communication/Process Note to all its field offices for the promotion of this MOU and introduce its field office teams with ____________'s field level teams to jointly work for the promotion of this MOU.

6. Any MSME directly purchasing services listed in the ToT from open market will not be eligible for the benefits of this MOU. Only those MSMEs who are routed through NSIC will get this benefit.

7. _____________will publish monthly/quarterly report for NSIC on adoption of services of product listed in the TOT, activities conducted & participants attended at various locations. This report will help NSIC & ___________ both to plan future activities accordingly.

8. NSIC will publish this exclusive offer on its B2B Portal www.msmemart.com for general awareness of MSMEs. ___________ can also support this initiative of NSIC through various promotional programs.

9. All the Intellectual Property Rights belonging to __________or of which _________is or maybe a registered user shall remain the property of __________and at no time during thecontinuation or after the termination shall NSIC or MSME entity be entitled to claim any right or interest on any Intellectual Property Rights belonging to _________.

10. Non-Poaching: __________ will not directly or indirectly solicit business from anyclient "Served" through NSIC and with whom they have been engaged with the previous 12-month period. ___________is expected to take utmost care in this regard.

11. This MOU may be terminated by either Party for breach of terms & conditions upon serving 30 days' advance written notice to the other without assigning any reason.

12. **Roles & Responsibilities**

NSIC -

NSIC will appoint/depute a project Head & Project Managers at Branch/NTSCs level who will drive this MOU in the field and work with ___________Team.

NSIC (Roles & Responsibility):

a. Head of Department (Digital Initiative Cell) at Head Office of NSIC in New Delhi will lead the Project.
b. Assigned/Identified managers based out of each NSIC Zonal/ Branch offices will closely work with _____________Zonal & Regional Teams to ensure success of this MOU.
c. NSIC may publish & promote this tie-up on its website, news- letter or magazine or in any publicity material for general awareness of availability of this offer to MSMEs through NSIC.
d. NSIC may organize Awareness Camps across the regions for MSMEs on the benefits which may be derived by them.
e. NSIC may involve ______________in its periodic events and jointly promote this offer to MSMEs.

Service Provider Name (Roles & Responsibility):

a. A designated _______representative will lead the project & coordinate with NSIC officials & will act as a one-point contact for the project.
b. __________will participate in NSIC periodic events and utilize the platform to create awareness on technology adoption.
c. _________will provide subject experts as speakers for awareness camps & seminars wherever needed & possible
d. _______ will run a direct contact program in specific geographies in the country to garner support of MSMEs for this program.
e. ___________will share project progress report with NSIC every quarter
f. Dedicated phone numbers, email addresses and chat support are available for after sales support on services provided. However, any onsite service visits if required for support or additional work would be handled by ____________partner & will be chargeable and shall be paid by MSME to ________'s partner based on the effort needed to resolve the issue.
g. __________'s customer care is available for general support, however, any onsite service visits if required for support or additional work would be handled by _______'s Certified partner & will be chargeable as per mutually agreed terms between MSME & the said partner.

h. ________ will share document/s/ process flow document with NSIC, which provides detailed modus operandi with respect to execution of order starting from Lead/Service Lead generation to delivery of license /s.
i. ___________will assist NSIC by creating a service lead using the portal (with NSIC's written consent).

13. Notwithstanding anything contained in any law for the time being in force, it is clarified that this arrangement is on Principal-to-Principal basis

14. Promotion by NSIC field offices: Parties agree to collaborate on the creation and dissemination of mutually beneficial promotional materials. These materials shall include, but are not limited to, posters, handbills, banners, and audiovisual presentations of up to one minute in duration.

15. Neither Party shall be liable to the other Party for any damages including indirect, special, incidental, consequential or punitive damages, in connection with or arising out of this MOU or the termination thereof, under any theory of law, including damages for loss of profits, business opportunities or for personal injury.

16. **Renewal clause**

a. MSMEs may continue to avail the Services/Products of the Service Provider through renewal of existing or multi-year contracts at the prices agreed under this MoU.
b. All renewal cases shall mandatorily be routed through NSIC Field Offices and shall continue to be governed by the terms and conditions of this MoU.
c. The Service Provider shall recognize and process such renewals as NSIC-facilitated business and extend all applicable benefits, support, service levels, and commercials under the prevailing terms of this MoU.

17. **Force Majeure**

a. Neither party shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence such as any (a) Act of God, (b) fire, flood, earthquake, epidemic (c) , , , call up of a comparable scope, Govt. regulations, lockdowns, which has been notified and/or which is beyond the reasonable commercial control and without the fault or negligence of the either Party affected and which, by the exercise of reasonable diligence, the said Party is unable to provide against.

b. In the event of a force majeure occurrence, the Party that is or may be delayed in performing the MOU shall notify the other Party without delay giving the full thereof and shall use reasonable endeavors to remedy the situation without delay.

18. **Confidentiality & Non-Disclosure**

The Parties agree to maintain confidentiality and ensure that their personnel maintain confidentiality of this MOU, its contents and any information disclosed to it by the other Party under or in connection with the MOU (the "Confidential Information"). The Parties further undertake to ensure that the Confidential Information is protected by security measures and a degree of care that would apply to its/ their own business secrets or information of a similar nature. The confidentiality obligations imposed by this clause shall continue even after the expiry or termination of the MoU.

19. **Limitation of Liability**

In no event, shall either Party, its Directors, Officers, employees or affiliates, be liable for any consequential, incidental, direct, indirect or special damages, however caused, whether under theory of contract, tort or otherwise and liability if any, will be settled amicably.

20. **Indemnification**

a. …. shall defend, indemnify and hold harmless the NSIC and each of its Affiliates, officers, directors, employees, representatives, successors and assigns , from and against all losses, claims, costs and expenses and liabilities suffered by the NSIC arising directly on account of any wrongful actions of the Indemnifying Party or its employees, agents and representatives or out of a breach of this MOU; violation of any applicable law; negligence, willful misconduct, or wrongful act or omissions in connection with the services; or any third party's allegation that any intellectual property or products provided by the Indemnifying Party and used in relation to the services infringe or misappropriate any copyright, patent, trade Secret, trademark, trade name or other proprietary rights of such third party.

b. Liability of either Party under this MOU is restricted to the transaction value which is maximum sale price of the product except in cases involving
   - Fraud
   - Gross Negligence,
   - Willful Misconduct, or
   - Breach of Confidentiality Obligations

21. **Safeguards & Legal Provisions**

Data Protection

Each Party shall comply with applicable Digital Personal Data Protection Act, 2023, including the Information Technology Amendment Act, 2008 and rules thereunder. MSME data shall remain the exclusive property of NSIC and/or the respective MSMEs. The Service Provider shall use such data solely for service delivery under this MOU and shall implement adequate technical and organizational safeguards to prevent unauthorized access, disclosure, or misuse.

Penal Provision for Breach

In the event of breach of any material term or condition of this MOU, including but not limited to confidentiality, data protection, or non-poaching obligations, the defaulting Party shall be liable to pay damages equivalent to the transaction value of the affected services, subject to a penalty**.** NSIC reserves the right to terminate the MOU forthwith and blacklist the Service Provider from future empanelment.

22. **Miscellaneous**

a. This MOU shall enter into force from the date of signature of this MOU.

b. Each Party hereto agrees that it shall comply with respective applicable laws including the data privacy laws, in performing its obligations hereunder.

c. The execution of this MOU does not violate any covenant stipulation/condition of any agreement/deed entered into by the Parties with any third party.

d. Any publication/ press release regarding the arrangement which includes the other Party's name or trademark shall be subject to prior consent and written approval of such Party.

e. Intellectual Property: Parties hereby acknowledge that the other Party is the holder and/or user of certain patents, trademarks, distinctive signs and registered trade names. By virtue of the foregoing, the Parties agree not to use in any manner such patents, trademarks, distinctive signs, trade names and, in general, the industrial property rights of the other Party or any abbreviation or variation thereof, or any trademark, distinctive sign or trade name similar to a degree of confusion to the foregoing. Parties shall not use each other's materials, content, logos, websites and other media, without the other Party's prior written approval. Any publication/ press release regarding the arrangement which includes other Party's name or trademark shall be subject to prior written approval of such Party.

f. Any notice approval, consent, request or other communication required or permitted to be given or made under this MOU will be in writing in the English language and will be served or delivered to the office address of individual Party as placed in this MOU either through personal delivery, courier , registered post, email to the receiving Party's addressed set out below as may be notified by the parties to each other from time to time :

First Party	Second Party
NSIC Name ______________________ Address ______________________ ______________________ Email ______________________ ______________________	………… Name ______________________ Address ______________________ ______________________ Email ______________________ ______________________

g. Neither Party shall make, or authorize any third party to make, any public announcement concerning this MOU without the prior written consent of the other Party.

h. Save as may be expressly stated herein, nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, nor authorize either Party to make or enter into any commitments for or on behalf of the other Party.

i. Each Party shall meet its own costs, expenses in connection with the assessment, negotiation, preparation, execution and implementation of this MOU.

j. Each Party may request changes to this MOU. Any revisions which are mutually agreed upon by the Parties to this MOU shall be incorporated in a written instrument. The amended agreement shall take effect when executed and signed by all the Parties to this MOU. Documents containing such addition, deletion, and / or alterations and signed by all the Parties shall form part of this MOU.

k. Failure of either Party to enforce at any time the provisions of this MOU shall not be construed as a waiver of any provision of the MOU or of the right of such Party thereafter to enforce each and every provision of this MOU.

l. Parties interests, rights and obligations in this MOU, may not be assigned or otherwise transferred by either Party, in whole or in part, without the prior written consent of the other Party.

m. If any provision of this MOU is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

19. This MOU shall not constitute the appointment of either Party as the legal representative of agent of the other Party. No party to this MOU shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party to this MOU and except as specifically and expressly provided in this MOU.

20. Nothing in this MOU is intended to create or (shall be construed as creating) an exclusive arrangement between the Parties

21. **<u>Governing Law & Dispute Resolution Mechanism</u>**

This MOU shall be governed by, construed and enforced in accordance with the laws of India.

Any controversy, dispute, claim, question or difference arising out of, relating to or in connection with, the MOU (a “Dispute”) shall be resolved through mediation / joint discussion of the authorized representatives of both the parties. However, if the Disputes are not resolved by such mediation / joint discussion within a period of 30 days under the Mediation Act 2023 then the same shall be referred to the Court at Delhi.

The courts at Delhi shall have the exclusive jurisdiction on all matters arising out of this MOU

This MOU may be executed in two or more counterparts but shall not be effective until each Party has executed at least one counterpart. All counterparts hereto shall constitute one MOU

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

The Parties herein through their authorized representatives have agreed to the terms & conditions and signed this MOU on this…........................., 2026 as under as per above clauses.

SIGNED AND DELIVERED

ENCL: Annexure (Terms of Trade)

For and on Behalf of

Witness: 1.

The National Small Industries Corporation

Authorized Signatory

Witness: 2.

For and on Behalf of

……………………………………………………………...

Authorized Signatory

Annexure A

Terms of Trade (ToT) as part of MOU signed between NSIC and _______ dated___________

Both parties agree to collaborate for promotion, marketing, facilitation, and delivery of the products/services offered by the Service Provider to MSMEs across India under the below Terms of Trade (ToT) framework.

The Service Provider shall make available the identified products/services to MSMEs through NSIC at mutually agreed commercial terms, including discounts on MRP, billing arrangements, service fees payable to NSIC, applicable taxes, and defined activation timelines, as specified in the table below :-

Sr. No.	Product	MRP (₹) + GST	Service provider Billing to NSIC	NSIC Billing Price to MSME	NSIC Service Fee (%)	Activation Timeline
I		₹_____+ 18 % GST	___% less than MRP	____% less than MRP	____% of billing value	Within ___days of order confirmation
II		₹_____+ 18 % GST	___% less than MRP	____% less than MRP	____% of billing value	Within _____days
III		₹_____+ 18 % GST	___% less than MRP	____% less than MRP	____% of billing value	Within _____days
IV		₹_____+ 18 % GST	___% less than MRP	____% less than MRP	____% of billing value	Within _____days
V		₹_____+ 18 % GST	___% less than MRP	____% less than MRP	____% of billing value	Within _____days

Note:

- MRP may be revised by the Service Provider from time to time and shall be duly notified to NSIC.
- Revised MRP shall be effective after 72 hours of receipt of such notification by NSIC.
- NSIC Service Fee represents its facilitation charge for aggregating and promoting services to MSMEs

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Annexure B

Modus Operandi Document of MOU between NSIC and Service Provider (SP)

1. Pricing, Order Placement and Processing

- SP will extend special subsidized pricing to NSIC competitive with open market rate.
- MSMEs express interest through NSIC Field offices (FOs) or make the purchase through NSIC B2B portal (MSME Global Mart).
- MSMEs will place orders with NSIC using prescribed applications forms through NSIC field offices or through NSIC B2B portal (MSME Global Mart) against 100% advance payment inclusive of GST as per PnP list of products.
- NSIC will retain its agreed facilitation fee and pass remaining discount benefits to MSMEs during the billing.
- NSIC collects payments, validate and forwards order details to the Service Provider (SP).
- The SP upon receipt of order details will arrange the order fulfilment of the MSME unit.
- Service Provider's raises monthly invoices to NSIC at discounted prices plus GST.
- NSIC FOs consolidates payments to the Service Provider on a **monthly** basis.

2. License Delivery, Installation, Training & Activation

- SP delivers the product/ service directly to MSMEs.
- Activation timelines are as per Annexure A.
- SP or its partner/s to provide installation and training support (online/offline).
- Training sessions conducted for MSMEs to ensure effective adoption.
- Any onsite visits required may be chargeable to MSMEs as per mutually agreed terms between the SP and MSME. NSIC is no party to the same.
- SP to provide confirmation of activation status, service delivery, order fulfillment confirmation to NSIC FO's.
- All the renewal cases will be routed through NSIC FOs or through NSIC B2B portal (MSME Global Mart).

3. Renewal cases

- MSMEs may continue to avail the Services/Products of the Service Provider through renewal of existing or multi-year contracts at the prices agreed under this MoU.
- All renewal cases shall mandatorily be routed through NSIC Field Offices and shall continue to be governed by the terms and conditions of this MoU.
- The Service Provider shall recognize and process such renewals as NSIC-facilitated business and extend all applicable benefits, support, service levels, and commercials under the prevailing terms of this MoU.

4. After Sales Support

- Dedicated phone numbers, email IDs, and chat support provided by the SP.
- Escalation matrix utilized for unresolved issues.

5. Reporting and Monitoring

- Quarterly reports submitted by SP to NSIC should cover
  - Name of the MSME/Company
  - Month
  - Name of the Branch office
  - Name of the Product
  - Order Value
- NSIC reviews reports and jointly plans future activities with SP

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