



Invitation for Submitting EoI for Licensing Agreement to Utilize ‘Gramin E-Bazar Software’

1.0 Background

CSIR-Central Institute of Mining and Fuel Research (CSIR-CIMFR) has developed a ‘Gramin E-Bazar software’ and applied for copyright through CSIR. ‘Gramin E-Bazar’ Portal and App provide an E-Commerce ecosystem for rural people to connect with domestic and overseas buyers so that they can sell out their products. ‘Gramin E-Bazar’ portal facilitates sale and purchase of products, vendor (seller) registration, customer (buyer) registration, vendor (seller) management, customer (buyer) order management, real-time support for sellers and buyers. The ‘Gramin E-Bazar’ portal allows users to register as a seller (vendor) or as a customer (buyer), once the user registers as a seller (vendor) or customer (buyer) both will get an individual dashboard for their respective accounts. Vendors can add, modify, delete the product, and see order history along with sales report generation, order shipment tracking, product sales commission report as well as customer’s feedback. Once the order is placed by the customer (buyer), the vendor (seller) can easily track the movement of the product on every step. Block diagram of different modules of ‘Gramin E-Bazar’ software is depicted in Fig. 1.

The developed ‘Gramin E-Bazar’ Portal and App facilitate marketing of products and enabling direct link between the sellers (i.e. farmers, handicraft makers, etc.) and buyers through the portal by networking with delivery and logistic facilitators. It enables rural people to sell their village products, namely handicraft items, home decorative items, domestic products, local herbs, food products, seeds, ornaments, furniture, show pieces, cloths, silk products etc. for increasing their income.

2.0 Requirement

CSIR-CIMFR requires a party for utilization of ‘Gramin E-Bazar’ software to facilitate rural people to sell the village products and other indigenous products so that villagers, farmers, artisans, craftsmen and others can earn their livelihood. Therefore, Expression of Interest (EoI) is invited from different firms for licensing of the ‘Gramin E-Bazar’ software platform to utilize it for the said purpose on non-exclusive basis.



Fig. 1: Block diagram of different modules of 'Gramin E-Bazar' software

3.0 Roles and Responsibility for the Selected Party

- (i) The party shall operate the 'Gramin E-Bazar' portal and facilitate vendors for registration, selling of village products and others, and manage all financial matters including selling and purchase transactions.
- (ii) The party shall register vendors along with the products and maintain their accounts with the required confidentiality.
- (iii) The party shall verify the product details and its quality while registering and uploading in the portal, and ensure that only good quality products are being sold using the 'Gramin E-Bazar' portal.
- (iv) The party shall open only one bank account in a nationalized bank in the name of the party for all transactions related to 'Gramin E-Bazar' portal.
- (v) The party shall collect payment from the buyers and reimburse to the sellers after the successful delivery through a nationalized bank account.



- (vi) The party shall make all the financial transactions through a nationalized bank account.
- (vii) The party shall promote the 'Gramin E-Bazar' platform in social media, print media and others for linking the maximum number of sellers and buyers as well as establish a supply chain throughout the country.
- (viii) The party shall maintain warehouses with stock of products as per the requirement at the cost of the party.
- (ix) The party shall arrange a logistic facility by the Indian Postal Department or any other private logistic service provider as per the requirement.
- (x) The party shall provide single window solutions for all sales and purchase related activities, capacity building, query resolutions, input availability, operation and post sell-purchase issues.
- (xi) The party shall ensure data collection, maintenance, supervision of the entire value chain, operation of data in the predefined modules to ensure monitoring, checking product flow, various quality assurance systems, and product flow traceability.
- (xii) The party shall provide the quarterly selling and transaction information to CSIR-CIMFR as per the format to be given by CSIR-CIMFR.
- (xiii) The party shall pay royalty to CSIR-CIMFR on a half-yearly basis as per the rate to be finalized through the EoI process. The minimum royalty rate shall be 4% of the selling price of all the products (excluding taxes) using the 'Gramin E-Bazar' platform and its GST. The party shall pay royalty for all the sales from the 'Gramin E-Bazar' platform as well as warehouse and other outlets, if any.
- (xiv) The party shall initially submit the security bank guarantee of Rs. 10.00 lakh within 60 days from the date of signing the licensing agreement with a validity period of 17 months. Subsequently, at the beginning of each financial year (within 60 days, i.e. on or before May month), the party shall submit the security bank guarantee to CSIR-CIMFR equivalent to the last financial year total selling amount using the 'Gramin E-Bazar' platform with a validity period of 17 months. Previous bank guarantee shall be returned to the party after submitting the bank guarantee to CSIR-CIMFR for the current financial year.
- (xv) The party shall submit the audited statement of accounts to CSIR-CIMFR within 60 days of the next financial year (i.e. on or before May month) after completing the respective financial year.
- (xvi) The party shall maintain a register of accounts, and allow the CSIR-CIMFR authority to inspect the account of books and warehouses as and when required by CSIR-CIMFR.
- (xvii) The party shall take all legal clearances for the E-business and CSIR-CIMFR



shall be free from any legal aspect.

- (xviii) The party shall pay GST and other applicable government fees on a regular basis.
- (xix) The party shall be entitled to use the 'Gramin E-Bazar' platform on non-exclusive basis. The party shall not sublet it to any other third party.

4.0 Roles and Responsibility for CSIR-CIMFR

- (i) CSIR-CIMFR shall provide the 'Gramin E-Bazar' platform to the selected party for E-Business purpose.
- (ii) CSIR-CIMFR will upgrade, maintain and monitor the 'Gramin E-Bazar' platform as per the requirement.
- (iii) CSIR-CIMFR shall maintain the domain hosting of 'Gramin E-Bazar' portal along with its security testing as and when required.
- (iv) CSIR-CIMFR shall also promote the 'Gramin E-Bazar' platform amongst all stakeholders.
- (v) CSIR-CIMFR shall impart training to the concerned staffs of the selected party to operate the 'Gramin E-Bazar' portal.
- (vi) CSIR-CIMFR shall provide vendor registration form, software operating procedure and technical guidance during the licensing period.

4.0 Eligibility Criteria

- (i) The party should be registered and have valid GST and PAN number.
- (ii) MSME, Start-up, and Make in India parties are also invited to submit the EoI.

5.0 Terms and Conditions

- (i) The selected party shall have to sign a licensing agreement with CSIR-CIMFR which shall be finalized as per the CSIR Technology Transfer Guidelines.
- (ii) Licensing agreement shall be valid for 10 years on non-exclusive basis and which may be renewed based on mutual consent.
- (iii) The fixed lump sum licensing fee of Rs. 10.00 lakh plus GST has to be paid by the selected party before signing the licensing agreement for licensing of the software platform.
- (iv) Royalty to be paid by the selected parties based on percentage of selling price of the system during commercialization period. It should be a minimum of 4% of the selling price of all the products (excluding taxes) using the 'Gramin E-Bazar' platform and its GST.



- (v) The qualified parties offering the highest royalty rate will be selected for licensing agreement.

6.0 Expression of Interest

The interested parties should submit their EoI in two bids (Technical and Financial Bids) separately with all necessary information and documents.

(i) Technical Bid:

Technical bid should include following supporting document and acceptance by the party on its Letter head:

| Requirement | Acceptance to be given by the party |
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| a) Company profile and Registration details of the company, like Company registration certificate copy, PAN copy, GST certificate copy, etc. | Provide information and enclose supporting document |
| b) Acceptance of the party to sign licensing agreement with CSIR-CIMFR for 10 years period on non-exclusive basis and which may be renewed based on mutual consent. | The party should accept it. |
| c) During 10 years tenure of the agreement and thereafter the selected party shall undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to work under the agreement for any purposes other than in accordance with the agreement. | The party should accept it. |
| d) The party shall accept all the roles and responsibility as mentioned in Section “3.0 Roles and Responsibility for the Selected Party” of the EoI document | The party should accept it. |
| e) Arbitration: In the Event of any disputes relating to or arising out of this agreement, such disputes shall be resolved amicably by mutual discussions and negotiations in good faith. Failing the above, the disputes shall be referred to and finally resolved by Delhi International Arbitration Centre (DIAC) under Arbitration and Conciliation Act. 1996 and the rules framed there under for the time being in force. <ul style="list-style-type: none"> • The seat of Arbitration shall be New Delhi. • The language of arbitration proceedings shall be English only. • Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator | The party should accept it. |



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| <p>otherwise decides in the Award.</p> <ul style="list-style-type: none"> The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or is terminated or revoked or declared unlawful. | |
| <p>f) Jurisdiction and applicable laws: The agreement including all matters shall be governed by Indian Laws both substantive and procedural for the time being in force and subject to the exclusive jurisdiction of Courts at New Delhi</p> | <p>The party should accept it.</p> |

(ii) Financial Bid:

Financial bid should include the fixed licensing fee of Rs. 10.00 lakh plus GST and rate of royalty to be paid to CSIR-CIMFR by the party for the licensing of ‘Gramin E-Bazar’ platform:

| Requirement | Confirmation by the party for payment of fixed lump sum fee and Rate of royalty to be paid |
|--|--|
| <p>a) Fixed lump sum license fee of Rs. 10.00 lakh plus GST to be paid by the party to CSIR-CIMFR before signing the Licensing Agreement.</p> | <p>Party shall confirm it.</p> |
| <p>b) Royalty rate to be paid by the party based on percentage of selling price of all the products using the ‘Gramin E-Bazar’ platform. It shall be a minimum of 4% of selling price of all the products (excluding taxes) using the ‘Gramin E-Bazar’ platform plus GST as per the prevailing rate.</p> | <p>Part shall mention the royalty rate to be paid by the firm</p> |

6.0 Submission of EoI

The interested parties are requested to submit their EoI bids on-line through NIC eProcurement System/Portal on or before the due date of submission.