

Terms of Use

Disclaimer

- 1. The Sites http://mmd.airindia.co.in and https://ismart.airindia.in are official websites of Materials Management Department of NACIL. https://ismart.airindia.co.in is the site where information about Materials Management department of NACIL and details about tenders are available. The site https://ismart.airindia.in , hereinafter referred as iSMART, facilitates and provides online tendering services. The terms and conditions set forth hereinafter are applicable to all visitors/subscribers or users of the sites.
- 2. The Sites are designed, updated and maintained and hosted by NACIL and as such the name, design and the model are exclusive property of NACIL. and any copy, and reproduction in any form and/or unauthorized access to any data forming part of the site will amount to infringement of copyright laws and international treaty provisions
- 3. NACIL reserves the rights to modify, add, delete and/or change the contents and classification and presentation of the information at any time as it may in its absolute discretion without intimation or prior notice, find to be expedient and without giving any notice. It is the user's responsibility to refer to the terms and conditions and/or any change or addition to the same while accessing the sites.
- 4. The Sites offer no warranty that the contents of the site are free from viruses or any other infection, which has contaminating or destructive properties.
- 5. Provision is made to enlist subscribers to the site and all such subscribers are bound by the general terms & conditions mentioned hereinbefore and by the subscription agreement set forth hereinafter and special terms contracted therein.
- 6. The Site accepts advertising material sent by third parties for display on the site. Advertisers are responsible for ensuring that the material submitted by them complies with national and international law. The Site at its absolute discretion reserves the right to change, suspend or omit any advertisement.

Subscription Agreement

This SUBSCRIPTION AGREEMENT made between iSMART, NACIL (which expression shall unless otherwise excluded by or repugnant to the context shall be deemed to include NACIL and The Subscriber (individual or entity) to The Site, hereinafter referred to as the subscriber (which expression shall unless otherwise excluded by or repugnant to the context shall be deemed to include the agents, the employees and/or the management of such subscriber).

- 1. Neither The Site nor anyone else involved in creating, producing or delivering iSMART shall be liable for any indirect, special or consequential damage or loss of profits arising out of or related to the use or inability to use the services provided by the site.
 - The iSMART service, content, software and documentation are provided on an "as is" basis, without any warranties of any kind, including, but not limited to any implied warranties of merchantability or fitness for any particular purpose. The subscriber claims the entire responsibility for the selection and use of the service and neither The Site nor any of its information providers, licensers, employees or agents shall have any liability for any errors, malfunctions, defects, loss of data, resulting from the use or inability to use the service.
 - The subscriber acknowledges The Site's representation that Copyright Laws and International



Treaty provisions protect The Site 's service and it's content.

2. Therefore, the subscriber shall not disclose or make available the service, the content, software or any portion thereof to any third parties without prior written permission from The Site. By using The Site the subscriber acknowledges that he has read and understood the terms and conditions set out in the agreement hereinabove and agrees to abide by such terms and conditions.

Acceptance of Terms & Conditions

- 1. The use of The Site subscription service is subject to the Terms and Conditions mentioned hereunder. By clicking on the "Submit" button, you are agreeing to use the Service with these terms and conditions under all applicable laws and regulations.
- 2. There is no subscription fee for this service.
- 3. All subscribers of this site will be required to buy Class3 Company Type digital certificates before they can bid online.
- 4. You acknowledge and agree that The Site will commence the service only after a valid digital signature is procured and updated in the system.
- 5. While The Site will make every effort to provide you the service, it is understood and agreed by you that due to technical or any other reasons, it may not be possible for The Site to provide you with the service. The Site will not be liable for any loss or damage arising out of such a delay.
- 6. You agree and confirm that The Site may, at it's sole discretion, may change the terms of use at any time without prior intimation.
- 7. The violation of the terms & conditions will result in cancellation of services/subscription.
- You represent and warrant the content you provide to The Site does not infringe on intellectual property or proprietary rights or rights of publicity or privacy of The Site or of any third party.;
 - a. does not violate any law, statute, ordinance or regulation;
 - b. is not defamatory, trade libelous, pornographic or obscene; or
 - c. does not contain viruses or other similar harmful or deleterious programming routines. If you violate this provision you will be penalised up to and including termination of your rights to use the service and any other remedies available to The Site by law.
- 9. The Site will not monitor, edit, or disclose the contents of the information provided by you to us except that User agrees and understands that The Site may do so:
 - a. as required by law;
 - b. to comply with legal process;
 - c. if necessary to enforce The Site's Terms and Conditions;
 - d. to respond to claims that such contents violate the rights of third parties;
 - e. to protect the rights or property of The Site or others; and
 - f. to identify or resolve technical problems or respond to complaints about the service.
- 10. You acknowledge your right to use the Service is personal to you. You are entirely responsible for maintaining the confidentiality of your password and account. You shall be fully liable for all use of your account, including any unauthorized use of your account by any third-party
- 11. In consideration for using The Site subscription service, you agree to provide us current, complete, and accurate registration information as prompted to do so by The Site and to maintain and update this information as required to keep it current, complete and accurate
- 12. The information from or through this service is provided on "AS IS" basis, and all warranties, expressed or implied of any kind, regarding any matter pertaining to any goods, service or channel, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed and excluded.
- 13. NACIL and their parent, affiliates and associates and subsidiaries shall not be liable, at any time for



damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Service, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Service or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorised access to, alteration of, or use of information contained on the service. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation. You agree that The Site subscription service has no responsibility or liability including but not limiting to the deletion, corruption, loss or failure to store any messages or content / data maintained or transmitted by any iSMART service. You acknowledge and agree that no compensation shall be payable whatsoever with respect to the aforesaid by The Site iSMART SERVICE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. The Site neither endorses in any way nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity, availability of any of the goods or services or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visiting and transacting on these services.

- 14. You agree to indemnify and hold harmless The Site, its parent, affiliates and associates, subsidiaries, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit or as a result of any transaction done on or through this site. You agree that your obligations to indemnify under "Indemnity" in the The Site's Terms & Conditions any claim or demand associated with your subscription service.
- 15. The Agreement shall be governed by the Laws of India. The Courts of law at New Delhi/Mumbai shall have exclusive jurisdiction over any disputes arising under this agreement
- 16. These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 17. We reserve the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. This Site reserves the right to modify, suspend/cancel, or discontinue any or all channels, or service at any time without notice, make modifications and alterations in any or all of the content, products and services contained on the site without prior notice
