

**T E N D E R**

**FOR**

**LETTING OUT ADVERTISEMENT RIGHTS ON  
UNIPOLES ALONG THE BOUNDARY OF NSIC  
COMPLEX AT OKHLA INDUSTRIAL ESTATE,  
NEW DELHI**



**ISO 9001 : 2000**

**NATIONAL SMALL INDUSTRIES CORPORATION LTD.**

*(A Government of India Enterprise)*

NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 (India)

Tel : 26311109, 26926275, 26382030

Fax : 26910229

E.Mail : [works@nsic.co.in](mailto:works@nsic.co.in)

Website : <http://www.nsic.co.in>

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.  
( A GOVERNMENT OF INDIA ENTERPRISE )  
NSIC BHAWAN, OKHLA, NEW DELHI - 110 020**

Ref. No. : SIC/HO/EXHB/MCD PREM./5 (734)/06

Dated : 28.01.2009

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBJECT : Letting Out Advertisement Rights On Unipoles Along The Boundary Of  
NSIC Complex At Okhla Industrial Estate, New Delhi**

Dear Sir,

Tender documents in respect of the above mentioned work containing 27 pages as detailed on page 2 (Index) are forwarded herewith. Please note that sealed tender duly filled will be received in the office of Chief General Manager (Works) on or before 12.02.2009 upto 15.00 Hrs.

The tender should be signed, dated and witnessed in all pages wherever provided for in the document and also all other pages should be initialed.

The tender, if submitted on behalf of firm, must be signed either by all the partners or a person holding a valid power of attorney from the partners of the firm or the proprietor as the case may be.

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a certified copy of the power of attorney duly executed in his favour by person or all the partners of the firm and must state specifically that he is authorized to sign such tenders for and on behalf of other person or firm as the case may be, all such matters pertaining to the contract including arbitration clause.

The Corporation reserves the rights to cancel the tender in part or full at any time without assigning any reason whatsoever. Corporation also reserves the right to split the work among one or more tenderers.

This letter shall form part of the "CONTRACT" and must be signed and returned alongwith the tender document.

Yours truly,

**Chief General Manager (Works)**

Encl :- 27 Pages

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.  
( A GOVERNMENT OF INDIA ENTERPRISE )  
NSIC BHAWAN, OKHLA, NEW DELHI - 20**

**I N D E X**

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## NOTICE INVITING TENDER

The National Small Industries Corporation Ltd. (NSIC), a Government of India Enterprise intends to let out advertising rights to eligible and experienced advertising agency for display of international quality advertisements along the boundary wall of NSIC campus at Okhla Industrial Estate, New Delhi in accordance with MCD/ local body guidelines.

Sealed item rate tenders are hereby invited under two bids system (Technical Bid & Price Bid) from eligible and experienced agencies so as to reach the office of Chief General Manager (Works) New Delhi upto **1500 hrs. on 12.02.2009.**

<b>A</b>	<b>Name of work</b>	:	Letting Out Advertisement Rights On Unipoles Along The Boundary Of NSIC Complex At Okhla Industrial Estate, New Delhi
<b>B</b>	<b>Earnest Money</b>	:	Rs. 1,00,000/- (Rupees One lac Only) by demand draft in favour of "The National Small Industries Corporation Ltd." payable on New Delhi.
<b>C</b>	<b>Cost of Tender (Non-refundable)</b>	:	Rs. 1,000/- (payable in cash or DD draft in favour of "The National Small Industries Corporation Ltd." payable on New Delhi.)
<b>D</b>	<b>Duration of contract</b>	:	3 years
<b>E</b>	<b>Last date of submission of completed tender document</b>	:	<b>12.02.2009</b> up to 03.00 P.M.
<b>F</b>	<b>Date of Opening (Technical Bid Only)</b>	:	<b>12.02.2009</b> at 3.30 P.M.

1. The Blank Tender documents (non transferable) will be issued from **28<sup>th</sup> January'2009 – 11<sup>th</sup> February'2009** from 10.00 A.M. to 5.00 P.M. on working days from the office of Chief General Manager (Works).
2. While applying for tender documents, the intending tenderer shall furnish to the tender Issuing Authority proof of two running contracts of minimum value of at least Rs.25.00 lacs each in Delhi/NCR Region.
3. The tender Issuing Authority reserves the right to refuse or issue the tender documents to any party without assigning any reason thereof.
4. The other terms and conditions applicable to this tender have been incorporated in the tender document.

5. Interested tenderers may also download the tender document from NSIC website. However tender fee should be deposited in the form of DD in addition to EMD while submitting their documents.
6. The tender not accompanied by earnest money in the prescribed form shall be summarily rejected.
7. The Corporation reserves the rights to reject any or all tenders wholly or partly without assigning any reason whatsoever.
8. The Corporation reserves the right to split the work among one or more tenderers.

**FOR NATIONAL SMALL INDUSTRIES CORPORATION LTD.**

**CHIEF GENERAL MANAGER (WORKS)**

## **INSTRUCTION TO TENDERER**

1. The tender shall be submitted in accordance with these instructions. Any tender not conforming thereto is liable to be rejected. These Instructions shall form part of the Tender and the contract.
2. The tender documents will be issued to each tenderer comprising of these instructions, form of Tender with Appendix, Terms & Conditions, Schedule of Quantities etc., of the above tender document.
3. Before submitting the tender, the tenderer, if required shall visit the site work, and in any case shall be deemed to have done so in order to acquaint himself with the nature of the site and the conditions in which the works are to be executed, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require etc. and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No reduction in license fee quoted consequent to any misunderstanding or otherwise shall be allowed.
4. The Tender shall be filled in, signed with all particulars complete and submitted by the one duly authorised to do so. The Tenderer shall satisfy the Corporation that he is competent and authorised to submit the tender and/or to enter into a legally binding contract with the Corporation by furnishing documentary evidence in that respect.
5. The Tender shall be completed with all the documents set out in para 2 above and other documents set out in these instructions and else where in the tender documents.

### 6. **EARNEST MONEY**

- 6.1 The tender document will have to be submitted along with a Demand Draft of **Rs. 1 lac (Rupees One lac only)**. Demand Draft will be drawn on any scheduled commercial bank in favour of “The National Small Industries Corporation Ltd” payable at New Delhi. Tenders without or with less earnest money may be summarily rejected.
- 6.2 Earnest money will be returned to unsuccessful tenders within 45 days of issue of letter of award. **However, the same will be forfeited in case of a successful tenderer fails to honour the offer made to the NSIC as per tender submitted by him.**
- 6.3 The earnest money of the successful tenderer will be adjusted against the interest free security money.

## 7.1 CRITERIA FOR TECHNICALLY QUALIFYING THE TENDERER

- a) The tenderer should have a valid registration certificate as advertising agency from MCD.
- b) The tenderer should have at least two running outdoor publicity contracts having value not less than Rs.25.00 lac each in the Delhi/NCR region.
- c) The firm of the tenderer should be a profit (net) making firm and shall not have incurred losses in any two financial years including the year preceding the date of submission of tender out of last three financial years.

## 7.2 CRITERIA FOR AWARD OF LICENSE

The license shall be awarded to the tenderer quoting the highest license fee per sqm of display area in the price bid subject to having qualified in the technical qualification criteria. Decision of the corporation in this regard shall be final and binding upon all the tenderers.

## 8. SUBMISSION OF TENDER

The tender shall be submitted in **TWO** separate sealed covers, superscribed with the name of work, due date of submission, in the following manner :-

### 8.1 “Envelope -I- Technical Bid”

Technical Bids in one sealed cover containing the forwarding letter of tender and the enclosures as follows.

#### **Check list of enclosures to be submitted with the technical bid**

The tenderer should enclose the following documents along with the technical bid.

- (i) Copy of the valid registration certificate as advertising agency from MCD
- (ii) Copies of at least two running outdoor publicity contracts/works orders having value not less than Rs.25.00 lac each in the Delhi/NCR region.
- (iii) Copies of two licenses/ contracts of similar nature with DMRC/ other Govt. departments in Delhi each of value at least Rs.10.00 lacs executed by the agency within the last three years.
- (iv) Copy of the duly audited balance sheet & profit & loss a/c. for the last three financial years.
- (v) Demand Draft for Rs.1.00 lac towards EMD in favour of “The National Small Industries Corporation Ltd.” payable at New Delhi.
- (vi) Demand Draft for Rs.1,000.00 towards the cost of tender document in favour of “The National Small Industries Corporation Ltd.” payable at New Delhi (**applicable in case of downloaded tender document**).

## 8.2 **“Envelope-II- Price Bid”**

One sealed cover containing the complete tender document including the priced Schedule of Quantities.

9. The technical bid of all tenderers shall be opened on the specified date as mentioned in NIT, in the presence of the authorized representatives of the tenderers who choose to be present.
10. Price bids of technically qualified tenderers, shall be opened at a later date to be intimated separately to the qualified tenderers.
11. In the event of discrepancy in the rates written in words and the figures, rates quoted in words will be considered.
12. No alternations shall be made in any of the tender documents supplied/ downloaded from the website. Tenderer by submission of this tender shall be deemed to have accepted the terms and conditions contained in the tender document.
13. This is an item rate measurement contract based on priced Schedule of Quantities. The items rates shall be valid for the entire duration of the contract (including maintenance or defect liability period). Tenderer shall note that the price and rates inserted in the Schedule of Quantities, are for the completed items of work as per description of the item and relevant technical specifications and inclusive of all cost and expenses whatsoever which may be required in and for the completion of the works described whether specifically mentioned or not, together with all general risks liabilities and obligations set forth or implied in the documents on which the tender is based. The Corporation will not be responsible or pay for any expenses or losses which may be incurred by any tenderer in the preparation and submission of the tender, or in any activity connected therewith.
14. The rates quoted by the tenderer shall be exclusive of all the existing taxes, duties, royalties, payment / any amount to be paid to MCD or any other statutory body. Any taxes/ duties/ royalties, any additional sharing of revenue with statutory body etc. to be incurred by them/him in future due to enactment of any new law, act etc. shall be borne by the licensee.
15. The tender shall be accompanied by Earnest Money of Rs. 1,00,000/- (Rs. One Lac only) by Demand Draft in favour of The National Small Industries Corporation Ltd. payable at New Delhi. This Earnest Money will be converted in to the Security Deposit for performance of the contract. In case the tenderer does not accept the offer, the Earnest Money deposited shall stand forfeited.
16. Any tenderer who may be in doubt about the meaning of any part of the tender documents shall at once notify the Chief General Manager (Works) requesting for



written clarification thereof. Such clarification to the tender document shall be issued to each tenderer who has purchased the tender document and such agenda shall become a part of the tender documents and be incorporated and returned with it.

17. All documents submitted with the tender shall be in the English Language. All dimensions shall be in metric units.
18. The tender shall remain valid for 120 days from the date of submission unless otherwise stipulated. Any tenderer withdrawing or amending his tender within this period shall have to forfeit his earnest money to the corporation.
19. Telegraphic or Tele fax Tenders will not be considered.
20. It will be obligatory on the part of the tenderer to sign documents for all the components and parts; and after the work is awarded, he will have to enter into an agreement at his own cost for work awarded, on Rs. 100/- ( Rupees One Hundred Only ) non-judicial stamp paper at his own cost within ten days from date of receipt of letter of award or before the work is to be undertaken, as per proforma to be prescribed by the NSIC.
21. Successful tenderer will be provided a layout plan of the display area utilizing for display of products, plant and machinery, planning and arranging display before starting the work. who shall co ordinate with the nominated architect of NSIC for execution and keep NSIC inform from time to time.
22. **Any tender wherein the tenderer has given conditional offer, shall be rejected outright and earnest money will be forfeited.**

For and Behalf of NSIC Ltd.,

Chief General Manager (Works)

**SIGNATURE OF THE TENDERER**

## **FORM OF TENDER**

The Chief General Manager (Works)  
National Small Industries Corporation Ltd.,  
NSIC Bhawan, Okhla IndL.,Estate,  
New Delhi – 110 020.

**SUBJECT :            Letting Out Advertisement Rights On Unipoles Along The Boundary Of  
NSIC Complex At Okhla Industrial Estate, New Delhi**

Dear Sir,

### **HAVING EXAMINED AND PERUSED THIS COMPLETE TENDER DOCUMENT AND**

1. That a sum of Rs.1,00,000/- (Rupees One lac only) forwarded as earnest money shall be retained by the corporation on account of the part of Security Deposit, to execute the works completely as referred to in the said documents and hand over the same in complete shape.
2. Unless and until a formal agreement is prepared and executed this tender together with the letter of award thereof shall constitute the binding contract between us and The National Small Industries Corporation Ltd.
3. In the event of our failure to commence the works, stated above you shall be at liberty to forfeit our Earnest Money and Performance Guarantee.
4. Earnest Money will be refunded to us without any interest thereof if our tender is not accepted.
5. I/We have perused the terms and conditions governing the tender for letting out advertisement rights on the locations mentioned in the subject above and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money.
6. I/we shall indicate the locations of advertising panel i.e. unipoles, design of advertising panel i.e. unipoles and submit the plans of proposed advertising panel i.e. unipoles, including its fixing arrangements for NSIC's approval within 15 days from date of issue of letter of Award for utilization of space up to 144 Sqm as one lot. Piece meal submissions will not be accepted. NSIC reserves the sole right to reject any of the said proposals/submissions without assigning any reasons whatsoever. NSIC has also the right to indicate alternate locations. The Licensee agrees to comply with the directives of NSIC regarding alternative sites/locations,

and designs as may be specified by NSIC. The Licensee is required to ensure that all clearances, approvals etc for all submissions are taken within this period. The license period will start seven (7) days from the date of issue of approvals by NSIC and billing will start for the whole 144 Sqm irrespective of whether space for advertisement is fully utilized or not. No extension on any count, pretext or excuse including non receipt of approvals will be considered by NSIC. The licensee agrees voluntarily and unequivocally to not seek any claim, compensation, damages or any other consideration whatsoever on this account.

7. The annual license fee quoted shall be for a minimum of 144 Sqm space at locations to be approved by NSIC, as mentioned above, and full license fee for this quantity shall be payable even if not fully utilized. The cost of construction/fabrication and installation of the advertising panel i.e. unipoles will be borne solely by us/me. I/We will also do the maintenance of all advertisement panel i.e. unipoles so fabricated and installed by me/us. I/We shall also keep all the unipoles covered under this tender free from defacement of any nature including that by sticking of poster and pamphlets and keep the space neat and clean as per the requirements/ directives of NSIC.
8. All advertising panel i.e. unipoles constructed/fabricated, installed and commissioned will become the sole property of NSIC at the end of the license period i.e. three (3) years, starting seven (7) days from date of approval of locations submitted as one lot or upon premature termination of agreement. All electrical installations including wiring, meters etc. will also become the sole property of NSIC at the end of the license period or upon premature termination of agreement.
9. I/We shall submit as **one lot**, plans of all locations identified for installations along with the details of the unipoles, including structural details, fixing, installation and commissioning arrangements **within fifteen (15) days** from the date of issue of letter of award for approval of NSIC. .
10. The **license will commence 7 days from the date of approvals issued by NSIC**. No extension, on any pretext or excuse whatsoever including non approval of certain sites by NSIC, will be considered and I/We agree voluntarily and unequivocally not to seek any claim compensation, damages or any other consideration whatsoever on account of this including non clearance of sites etc. **The Licensee will submit alternatives to all sites** in order of preference so as to speed up the process of evaluation and approval by NSIC. **All sites directly facing the line of traffic should be strictly avoided as the same will be rejected outright.**
11. The **License fees and the interest free security deposit** shall be increased @ 15% per year on compounding basis.
12. **Any additional advertisement area** i.e. area over and above 144 Sq.m. required by me/us, shall be subject to the feasibility and approval of NSIC. The charges payable for such additional spaces shall be extra and in addition to the annual license fees and shall be calculated as:  
**(Rate per Sq.m per year quoted) x (additional area)**

**The License for these additional spaces approved, will be co-terminus with the main license.**

Place \_\_\_\_\_  
Dated \_\_\_\_\_

**TENDERER'S SIGNATURE  
With Seal**

Enclosures:

1. Copy of the valid certification of registration as advertiser from MCD.
2. Copies of at least two running outdoor publicity contracts/works orders having value not less than Rs.25.00 lac each in the Delhi/NCR region.
3. Copy of the duly audited balance sheet & profit & loss a/c. for the last three financial years.
4. Demand Draft for Rs.1.00 lac towards EMD in favour of "The National Small Industries Corporation Ltd." payable at New Delhi.
5. Demand Draft for Rs.1,000.00 towards the cost of tender document in favour of "The National Small Industries Corporation Ltd." payable at New Delhi (applicable in case of downloaded tender document).

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.  
( A GOVERNMENT OF INDIA ENTERPRISE )  
N.S.I.C.BHAWAN OKHLA INDUSTRIAL ESTATE  
NEW DELHI - 110 020**

**DEFINITIONS:**

- (i) The "Contract" or "License" means the documents forming the tender and acceptance thereof and the formal agreement executed between the CMD or his Nominee and Licensee, together with the documents referred to therein including these conditions, the specifications designs, drawings, and instruction issued from time to time by the "Officer-in-charge" and all these documents taken together shall be complementary.
- (ii) The "Site" shall mean the land and/or other places on, into or through which work is being executed under the contract or any adjacent land, path or street which be allotted or used for the purpose of carrying out the contract.
- (iii) The "Licensee" shall mean the individual or firm or company, whether cooperated or not, undertaking the works and shall include the legal personal representative or such individual or the person comprising such firm of company and the permitted assignee of such individual or firm or company.
- (iv) The CMD means the Chairman-cum-Managing Director of the National Small Industries Corporation Limited, N.S.I.C. Bhawan, Okhla Industrial Estate, New Delhi -20, and his successors.
- (v) The "Officer-in-charge" means the officer of the National Small Industries Corporation Ltd., as the case may be who shall supervise and be the In-charge of the works.
- (vi) The Chief General Manager (Works) means the officer who holds the charge of that post during the currency of this agreement, to act on behalf of the Chairman of the National Small Industries Corporation Ltd.
- (vii) "Corporation" means the National Small Industries Corporation Ltd., New Delhi (NSIC).
- (viii) The "License Fee" means the sum accepted, or the sum calculated in accordance with the prices accepted in the tender and/or the license fee as payable by the licensee to NSIC.

### **CONTRACT DOCUMENTS:**

- (a) The contract is confidential and must be strictly confined to the Licensee's own use (except so far as confined disclosure to sub-licensees or suppliers is necessary) and to the purpose of the contract.
- (b) One copy of the signed/accepted contract document shall be provided to the licensee free of cost. The licensee shall keep one copy of such document on the site and the Officer-in-Charge or his representative shall at all reasonable times, have access to them.
- (c) All documents, copies thereof and extracts therefore furnished to the licensee shall be returned to the Officer-in-Charge on termination of the Contract.

### **INSTRUCTIONS AND NOTICES**

- (i) Subject to as otherwise provided in this contract, all instructions & notices to be given on behalf of the Corporation and all other actions to be taken on his behalf may be given or taken by the Officer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Officer-in-Charge.
- (ii) All instructions, notices and communications, etc. under the contract shall be given in writing and if communicated by registered post to the last known place of business of the licensee shall be deemed to have been served on the date when in the ordinary course of post that would have been delivered to him.
- (iii) The Officer-in-charge shall communicate or confirm his instructions to the licensee in respect of the execution of work and the licensee or his authorized representative shall confirm receipt of such instructions by signing the copy of letter.

### **TERMS & CONDITIONS:**

1 The successful tenderer (hereinafter referred to as the Licensee) will be notified in writing by the Corporation and the licensee will be required to enter into a license agreement with the Corporation to advertise commercial advertisements as under:

Along the periphery of NSIC campus at Okhla Industrial Estate, New Delhi inside the boundary wall.

The licensee shall be liable to pay License fee for minimum areas as under:-

Along the boundary wall of NSIC Campus at Okhla Industrial Estate, New Delhi - 144 Sqm.

(All locations to be finalized in accordance with MCD/ local body guidelines)

In case the minimum display area approved by the Corporation initially is less than 144 Sqm due to any technical reason then the licensee shall be charged the license fee on pro-rata basis on such reduced area only. However, if the display area is reduced in future during the contract

period due to any new direction of MCD/ local body guideline, even then the licensee shall continue to pay license fee based upon the initially approved display area by the Corporation.

The Licensee shall also keep all the boundary wall and the Unipoles covered under this tender free from defacement of any nature including that by sticking of poster and pamphlets and keep the space neat and clean as per the requirements/ directives of NSIC. The Licensee shall not place any advertisements on the boundary wall itself including on railings if there be any.

- 2 The Licensee shall not display advertisements more than the area/space specified in para 1. However, if additional space/ number of advertisement found technically feasible over and above 144 Sq.m, the same may be permitted by NSIC on payment of offered tender rate (rate per Sqm) on pro-rata basis, for the additional area. NSIC reserves the sole right not to give additional area for advertisement. The licensee voluntarily agrees not to seek any claim, compensation, or any other consideration whatsoever on this account.
- 3 If it is found that the Licensee had displayed advertisement without permission in excess to the specified area mentioned above (in para-1), Licensee/s shall be liable to be charged for such advertisements/excess space at ten times of the rate tendered and may also lead to cancellation of contract, and all amounts lying with NSIC including the interest free security deposit shall be forfeited. Use of the boundary wall and railings/grills over it, for advertisements is strictly prohibited. **Use of the boundary wall and railings/grills for advertising purposes will lead to cancellation of the license agreement and interest free security deposit in favour of the NSIC (Licensor) shall stand forfeited.** The Licensee shall not to seek any claim, compensation, damages or any other consideration on this account.
- 4 Licensee will be penalized up to Rs.5,000/- per irregularity/ default on the following irregularity/ offence:
  - a) Late payment of NSIC dues up to 10 days.
  - b) Not following the instructions of the NSIC Administration regarding Advertisement within 10 days of it being brought to the notice of the licensee.
  - c) Any staff of licensee found in drunken condition/indulging in bad conduct.
  - d) Any staff of the licensee found creating nuisance on duty
  - e) Dishonour of drafts given by Licensee.
  - f) Not keeping the boundary wall and grills neat and clean as per NSIC directives.
- 5 The licensee will have to maintain all the displays/ advertisement unipoles in proper and neat and clean condition for the full currency of the contract. **All the unipoles, installed and commissioned will become the sole property of NSIC after the termination of the contract naturally or prematurely. The electrical installations will also become the sole property of NSIC after the termination of the contract naturally or prematurely. The licensee voluntarily agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.**
- 6 The licensee will have to submit all plans/layout/ technical specifications of advertising panel i.e. unipoles including structural and fixing arrangements for prior approval of NSIC before installation. The maximum size, minimum ground clearance and maximum height of unipoles

should conform to the prescribed norms of MCD/ Local Body and the same shall be shall be modified by the licensee as and when amended by MCD/ local body. The licensee shall be solely responsible for following/ obeying all the parameters/ laws/ bye-laws/ acts/ rules implemented by MCD/local body in this regard from time to time.

7. The licensee shall be solely responsible to pay all the statutory payments/dues, taxes and duties, royalties, revenue sharing etc to MCD/ statutory bodies and NSIC shall not in any manner, be responsible for payment of such dues. The licensee shall also indemnify NSIC against payment of all such dues to statutory bodies and imposition of any penalty due to non-payment of any such dues or any other account whatsoever.
- 8 In the event of the licensee failing to pay NSIC the license fees or any other charges which the licensee may be required to pay, NSIC will have the right to terminate the license agreement and discontinue/ confiscate the advertisement and other display materials erected and displayed by the licensee and without prejudice to any of its rights shall also forfeit the licensee's security deposit.
- 9 Licensee will provide all the Fixing structures, steel frames required for safe placement of advertisement panels at his own cost. The structure should be strong so as not to fall down and damage men and materials for which the Licensee will be solely responsible. Any damages/liability in this regard will be borne solely and wholly by the Licensee. The licensee shall indemnify and keep indemnified NSIC against any loss / damage to any person/ property and NSIC also indemnify NSIC from any legal suit/claim filed on this account by any third party. The licensee will at all times abide by all safety procedures and rules as may be stipulated by local bodies/NSIC from time to time.
- 10 The Licensee shall submit/show the plan/text/design of all the commercial Publicity material /advertisements in this regard and shall be liable under the all applicable laws of the land. Licensee is liable to abide by the various laws of State and Statutory Laws relating to advertisement/display of items including those of the Municipal Corporation of Delhi.
- 11 The licensee shall fully indemnify NSIC against any actions, claim related to design/ patent / trademark etc., and shall be solely responsible for payment of royalties etc. which may be payable for any item included in the contract.
- 12 The licensee shall maintain a proper record of advertisement being displayed, no. of unipoles and display area in use and submit a report on monthly basis on or before 7<sup>th</sup> day of every month in this regard.
- 12 The NSIC reserves the right to accept or reject any tender. Authority for acceptance of otherwise of the tender will rest solely with the NSIC, which does not bind itself to accept any tender and not to assign any reason for rejecting the same
- 14 NSIC reserves the right for deduction of the amount from Licensee's security deposit which becomes liable to be paid on the following grounds:



- a) Any amount imposed as a fine by NSIC for irregularities Committed by the Licensee.
  - b) Any amount which NSIC becomes liable to pay to the Government /Third party on behalf of any default of the Licensee or any of his/her/their servant/agent/employees or staff.
  - c) Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
  - d) Once the amount under this clause is debited, the Licensee shall recoup the security deposit to the extent the amount is debited within 15 days of such debit by NSIC (Licensor) failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free security deposit in favour of NSIC.
- 15 For repeated violation of instructions, breach of agreement, NSIC has the right to cancel the agreement at the risk and cost of the Licensee including forfeiture of all amounts, interest free security deposit included in favour of NSIC. In case of any activity which can be deemed criminal, NSIC reserves the right to cancel the license and forfeit all submissions including the interest free security deposit in its favour with or without any notice.**
- 16 The licensee shall be granted access to all the sites of advertising panels for erection/ maintenance etc. However, the licensee shall intimate and seek permission of officer-in-charge prior to any such work.
17. If any materials belonging to the licensee is to be removed from the site of work he will take written permission from the officer-in-charge before removing the same.
- 18 The Contract /License is not transferable.
- 19 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation &Abolition) Act,1970, any subsequent amendment thereof and the rules made there under. Licensee will indemnify the NSIC for any loss and damages suffered due to violation of its provisions.
- 20 If any approvals are required to be taken from any local /municipal authority for display of the advertisement the same is the sole responsibility of the Licensee. The licensee will be solely responsible obtaining the required permission(s) from MCD/ local bodies. In case any fine is imposed on NSIC (Licensor) due to not obtaining of such approvals the same will be recovered from security deposit of the licensee and the licensee shall recoup/ make good the security deposit to that extent within 15 days of such debit by NSIC.
- 21 The Licensee shall comply with the laws of land including Delhi Pollution Control Board and Delhi Fire Service guidelines, regulating the advertisements/displays and NSIC can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

22 The Licensee is prohibited from displaying any advertisement containing the following nature of contents or as amended by statutory bodies or Guidelines of Hon'ble Courts in Delhi from time to time.

<ul style="list-style-type: none"> <li>• Nudity</li> </ul>
<ul style="list-style-type: none"> <li>• Racial advertisements or advertisements propagating caste, community or ethnic differences</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertisement</b> promoting drugs, alcohol, cigarette or tobacco items</li> </ul>
<ul style="list-style-type: none"> <li>• Advertisements propagating exploitation of women or child</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertisement</b> having sexual overtone.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertisement</b> depicting cruelty to animals</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertisement</b> depicting any nation or institution in poor light</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertisement</b> casting aspersion of any brand or person</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertisement</b> banned by the <b>Advertisement</b> Council of India or by law</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertisement</b> glorifying violence</li> </ul>
<ul style="list-style-type: none"> <li>• Destructive devices and explosives depicting items</li> </ul>
<ul style="list-style-type: none"> <li>• Lottery tickets, sweepstakes entries and slot machines related advertisements</li> </ul>
<ul style="list-style-type: none"> <li>• Any psychedelic, laser or moving displays</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertisement</b> of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.)</li> </ul>
<ul style="list-style-type: none"> <li>• Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing</li> </ul>
<ul style="list-style-type: none"> <li>• Advertisements which may be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986</li> </ul>

- |   |
|---|
| <ul style="list-style-type: none"> <li>• <b>Advertisement</b> linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860; or</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Political advertisements.</b></li> </ul>  |
| <ul style="list-style-type: none"> <li>• Any other items considered inappropriate by the municipal bodies.</li> </ul>   |

The licensee shall be solely responsible for contents of the publicity material put on display and NSIC shall be indemnified by the licensee from penalty imposed by any local/ statutory body due to violation of any guideline/ statute in this regard.

- 23 Fixing arrangements should be such that these should not damage any structure of NSIC and should not fall on the on road or ground. The licensee shall be solely responsible for any loss or damage caused due to any such mis-hapening/ accident and he shall be solely liable to pay all fine/penalty/ compensation as per actuals. The Licensee is advised to take 3<sup>rd</sup> party insurance. **In the event of not taking insurance cover, the licensee agrees and undertakes to indemnify and keep indemnified NSIC (licensor) harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the NSIC (licensor) as a result of not taking such insurance cover by the licensee. The Licensee shall also strictly abide by any safety guidelines as may be issued by local bodies/NSIC from time to time.**
- 24 The **fixing structures of unipoles** and the Advertisements to be placed including the media/ matter should be **got approved from NSIC at all times** before fixing /placing them at the approved site/s.
- 25 The licensee will ensure that he should not permit any nuisance at the site or should not do anything which shall cause unnecessary disturbance or inconvenience to the compound near the site and to the public generally.
- 26 All Taxes & Municipal taxes, sharing of revenue with MCD/ local body, if any applicable, on account of installation and display of advertisement of unipoles/ advertisement panels shall be borne solely by the licensee and the mode of payment will be as decided by NSIC.
- 27 If the licensee wants to terminate the contract he will be allowed to do so after giving 3 months prior notice. **However, security deposit of the licensee will stand forfeited. The unused license fee for that particular three months, if any shall also not be refunded.**
- 28 During the contract period, if the sites are unoccupied, the advertisement of NSIC schemes and Exhibitions/ events shall be displayed by the licensee without any charges. The licensee shall put up the display on unipoles as directed by NSIC including supply of display materials/ flex etc without any charges.

## DURATION

- 29 **The license shall be valid for a period of three (3) years starting 7 (seven) days from the date of approval of the first lot of locations and designs by NSIC.** No extension beyond 7 (seven) days from date of approval of first lot of designs / locations etc will be considered. **The billing for the minimum area of 144 Sqm will be started 7 days from the date of approval of designs/locations by NSIC.** The NSIC shall have the right to examine/review the license agreement to evaluate the performance of the licensee at the end of each year of the license. NSIC reserves the right to cancel the license for the remaining period if the performance is found unsatisfactory forfeiting the interest free security deposit in it's favour.

## SECURITY DEPOSITS

- 30 **The Licensee shall deposit an interest free security deposit equivalent to 10% of the Annual value of the tender/ License Fee within 15 days from the date of issue of the letter of award before the execution of the license agreement for the due and satisfactory performance of the terms and conditions of the license agreement.** The security deposit will be payable through a Bank Draft drawn on any scheduled commercial bank in favour of "The National Small Industries Corporation Ltd" payable at New Delhi. At the start of each year of the license, **the licensee shall deposit an additional security deposit** which shall be equivalent to the increase in Security Deposit by virtue of the **15% increase of the same** on compounding basis. The said Security Deposit, free of interest will be refunded to the licensee only on the satisfactory completion of its obligations under the license agreement and shall also be subject to the settlement of all the outstanding NSIC dues. **If the licensee surrenders the license granted to it before the expiry of the term of license then the security deposit and all amounts lying with NSIC shall be forfeited.**
- 31 In the event of more sites for display of the advertisements is requested by the licensee and the same is accorded by NSIC, the licensee shall prior to the handing over of such additional sites, deposit an additional interest free security deposit for the said additional spaces after calculation of the security deposit as mentioned in Para 30 above after calculation of annual license fees based on point No.12 of Form of Tender, which shall be based on the additional annual license fees i.e. **(Rate per Sqm per year quoted and accepted ) x (additional area).** **The license term for the additional spaces will be co-terminus with the main license.**
- 32 The advertising rights for the above mentioned licensed sites shall vest with the licensee. Any person who wishes to advertise on the unipoles at the above mentioned sites will deal directly with the licensee and will have no dealing with the NSIC or make any claim on the NSIC for omission or commission etc of the Licensee. The licensee shall indemnify and keep indemnified the NSIC from any such claims or actions.
- 33 The Licensee shall not be permitted to sub-license his rights under this License Agreement to any third party without the prior written permission of the NSIC. The licensee shall be

obliged to carry out its obligations under the license Agreement entirely at its own risk and cost.

## **TERMS OF PAYMENT**

34 The license fees shall start to accrue 7 days from the date of approval of design/ location and plans by NSIC. The Licensee will be required to pay the annual License fee to the NSIC in four equal quarterly installments. The License fees shall be increased at the end of each year calculated 7 days from date of approval by NSIC to the first lot plans/designs/locations etc. to be submitted to NSIC by the licensee within 15 days from the date of issue of letter of award as one lot.

**The successful tenderer will have to pay 25% of the annual license fee, over and above security deposit within 15 days of issue of the letter of award.** Further installment, each of 25% of the annual rental value as per contract, will have to be paid every three months, 15 days prior of the amount becoming due. **The license fee and interest free security deposit will be increased by 15% for each completed year over the previous year's license fee/interest free security deposit on compounding basis.**

**35. The service tax as per actual shall be paid by the licensee to the Corporation in addition to the license fee.**

36 The Annual license fee is for a total of 144 Sq.m. of space on unipoles. No advertising is permitted on the boundary walls and grills placed on it.

37. The licensee shall not deduct TDS while paying the license fee to the Corporation since the Corporation is exempted from the same. Proof of exemption from payment of TDS by the Corporation shall be made available to the licensee.

38 The license fee for a total of 144 Sqm. will be charged for the approved sites even though the advertisements may not be displayed on them by the licensee.

39 The Licensee voluntarily and unequivocally agrees to make all payments due, on the due date irrespective of whether the bills have been raised or not by NSIC.

40 **For late payments by the licensee, interest at the rate of 24% per annum will be charged.** For calculating number of months, for which the amount remained outstanding a part month will be treated as a month. NSIC will have the right to invoke this clause simultaneously with clause No.4 (terms and conditions) of the agreement, vide which NSIC can impose a fine/penalty for late payment.

**41 Terms and Conditions for supply of electricity.**

The licensee may obtain electricity connection for lighting of the unipoles from BSES/ local electricity supply body. In such case the party shall indemnify NSIC from any liabilities arising out of non-payment of dues/ imposition of penalty/ any other charges due to BSES/ DERC/ local

electricity supply body and NSIC shall not in any manner be responsible for payment of such dues/ penalty etc.

OR

NSIC may also supply electricity subject to availability. In case power is made available by NSIC the following terms & conditions shall be applicable:

- a) Supply of electricity by NSIC shall be the sole discretion of NSIC.
- b) The power supply will be extended by licensee from NSIC's distribution boards which are located inside the premises. The length of cable etc., to be provided by the licensee from distribution board (to be specified by NSIC) shall depend upon location of his unipoles/advertisement panel/s.
- c) Licensee will have to take power supply from NSIC's Distribution Board to the licensed and approved locations at his cost by carrying out G.I. conduit wiring cabling. Licensee shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per NSIC's requirement.
- d) Licensee will have to provide a low voltage switch-board with MCBs & ELCB's of required capacity with an Electronic Meter (For single phase supply) and Electronic Trivector Meter indicating KVA, KVAH & KW (For Three Phase Supply) of required capacity at his cost. The Electronic Meter/ Trivector Meter shall be sealed by NSIC and not to be tampered by Licensee in any circumstances.
- e) Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement.
- f) NSIC shall not be providing any standby power supply from DG set or UPS.
- g) Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be permitted to use standby UPS/Inverter system with maintenance free battery. The load of such standby UPS/Inverter system will also be taken as a part of total connected load.
- h) The total demand load & total connected load shall be treated as same; licensee will have to pay applicable demand charges as per the total connected load only.
- i) Licensee shall use Energy efficient lighting & shall provide proper lighting fixtures, lamps, electronic ballast etc. licensee shall provide uniform & good illumination level not less than 100 lux in any case.
- j) Licensee shall use reputed Brand/ make of electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/Agency at licensee's cost. NSIC's representative may inspect and supervise the work.

k) Licensee shall provide proper earthing connection as per the applicable standards and shall terminate the same to the NSIC's Distribution board or to any other place as directed by NSIC.

l) The power shall be supplied normally at the rate of 0.5KVA/sqm. of space licensed out. Minimum load to be given shall be 2KVA on which the demand charges as applicable shall be paid by the licensee. Additional power up to 5KVA on single phase and there after on three phase system if required by the licensee will be supplied, subject to availability at an additional cost and conditions to be stipulated by NSIC.

m) The Energy consumed shall be charged based on Energy Meter Reading (KVAH) which shall be taken once in a month on a nominated day by the NSIC's representative. Licensee shall provide Test Report/Calibration report in regard to Energy meter installed. NSIC may ask licensee to recalibrate the Energy meter whenever considered necessary by NSIC.

n) The Tariff for electricity to be charged from licensee shall be as per DERC's/BSES latest regulations and amendments thereto from time to time.

p) The charges/deposits (such as advance energy charges, refundable consumption deposit etc) will be, as decided by DERC/ BSES/ local electricity supply body/NSIC as the case may be.

q) In case, the licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, NSIC reserves the right to revoke the license and forfeit the interest free security deposit.

r) In case, the licensee is found misusing electricity or tampering with the energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of NSIC.

## **42 Force Majeure**

Neither NSIC nor the LICENCEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, fire, war, or any other cause beyond their reasonable control. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, either party may be entitled to, through not being obliged to terminate this agreement by giving written notice to such effect.

## **43 Cancellation of contract in full or part**

**If the employer cancels / terminates the contract in full or in part on account of**

- (a) Force Majeure
- (b) Any other cause, which in the absolute discretion of the authority mentioned in contract, is beyond control of the corporation.

Chief General Manager (Works) without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Chief General Manager (Works) shall have power to cancel contract in full or in part.

In the event of any one or more of the above courses being adopted by the Chief General Manager (Works) the licensee, shall have no claim to compensation for any losses sustained by him by reason of his having purchased or procured any material or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the licensee. In case the contract shall be cancelled under the provision aforesaid in full or in part, licensee shall not be entitled to recover or be paid any sum for any work actually performed under the contract.

44 **ARBITRATION**

- (i) Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and to the quality of workmanship or materials used on the works or as to any other question, claim, right or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions orders or there conditions or otherwise concerning the work, for the execution or failure to execute the same whether arising during the progress of the work of after the competition or abandonment thereof shall be referred to the sole arbitration of the Chairman/ Director of the National Small Industries corporation Limited, and if Chairman or the Director is unable or unwilling to act, as the sole arbitrator, some other officer not below the rank of Deputy General Manager of the National Small Industries Corporation Limited will be appointed by the Chairman willing to act as such Arbitrator.
- (ii) There will be no objection if the Arbitrator so appointed is an employee of the National Small Industries Corporation Limited, and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.
- (iii) The Arbitrator to whom the matter is originally referred being unable to act for any reason, as aforesaid at the time of such transfer, vacation of officer or inability to act, Chairman shall appoint another person to act as Arbitrator in accordance with the terms of the Contract.



- (iv) Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman/ Director as aforesaid shall act as Arbitrator.
- (v) In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees Fifty thousand only) and above the Arbitrator shall give reasons for the award. Subject to as aforesaid the provisions of the Arbitration act. 1996, or any Statutory modification or re-enactment thereof and the rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- (vii) It is the term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect or each such disputes.
- (viii) The Arbitrator (s) may from time to time with consent of the parties extend the time, for making and publishing the award.
- (ix) The work under the contract shall if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the licensee shall be withheld on account of such proceedings.
- (x) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice both the parties fixing the date of the first hearing.
- (xi) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- (xii) The venue of arbitration will be New Delhi or as may be fixed by the Arbitrator at his sole discretion.
- (xiii) The award of the Arbitration shall be final conclusive and binding on all parties to this contract.

#### 45 **Handing over procedures**

The Licensee is required to deposit the first half yearly license fees along with the security deposit within 15 days from the date of issue of letter of award. The Licensee will submit in **one lot** the list of locations identified (along with alternatives) with location plans, media vehicle design including the structural plans, cable routing plans for approval by NSIC within 7 days from the date of issue of letter of award. The Licensee will start fabrication and installation within 7 days from the date of approval issued by NSIC. The billing for space of minimum 144 Sq.m. will start 7 days from the date of issue of approvals to the first lot of submissions by NSIC. Commissioning of the panels for commercial exploitation can start after the date of approval of submissions by NSIC. The Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration

whatsoever, on account of delay in approval by NSIC nor engage in any form of correspondence in this regard.

- 46 The LICENSEE shall deliver to the NSIC the peaceful vacant physical possession of the licensed sites with the advertisement panels at the end of the term of the License Agreement or on termination of the said License Agreement on the terms contained herein in good working and usable condition. If the licensed sites along with the panels commissioned are not handed over in good condition, the NSIC shall reserve the right to seek exemplary damages and shall be liable to recover costs and expenses to repair/ renovate the said panels / sites.
- 47 If the LICENSEE fails to vacate the Licensed Sites including the removal of the advertising media and materials from the NSIC Property within a grace period of 30 days from the date of termination of the License Agreement, the Licensee shall be deemed to be an unauthorized / illegal occupant of the said sites and will be liable to pay a penalty @ Rs.10 per Sq.ft per day for the entire period of such occupation along with the applicable annual license fees. NSIC shall also be entitled to forfeit the security deposit of the licensee for such unauthorized and illegal occupation of the said sites. The Licensee shall be liable for the costs and damages that may result from the removal of the advertising media / materials from the NSIC premises and shall undertake to indemnify and keep indemnified the NSIC from any claims or actions by any third party for such removal of the advertising media and materials.
48. Pre-Bid meeting will be held on **11.02.2009** at 3.00 P.M. in the office of C.G.M. (Works.)

**TENDERER'S SIGNATURE**

**Chief General Manager (Works)**

## **PREAMBLE TO SCHEDULE OF QUANTITIES**

- (i) The Schedule of quantities should be read with all the other sections of this tender. All the items of work mentioned in the Schedule of quantities and covered by this contract shall be carried out as per the approved drawings, specifications and direction of the Officer-in-charge.
- (ii) The Licensee shall be deemed to have acquainted himself of the conditions prevailing at site.
- (iii) All works, item wise, shall be measured upon completion and license fee shall be realized at the rates quoted and accepted.
- (iv) The rates must be quoted in words & figures and amount in figures only. In event of discrepancy in rate quoted in figures and words, the rates in words will have priority and binding and amount column will be amended to fall in the line with the rates written in words. In the event of error occurring in the amount columns as result of wrong insertion of rate and quantity, the rate will be regarded, as firm and amount shall be corrected on the basis of rate. All errors in total in the amount column and in carrying forward total shall be corrected.
- (v) The Corporation reserves the right to order at any time for any item or group of work, or split the work between two or more sub-licensees if necessary. Such step shall not constitute a breach of the contract.
- (vi) The rates given in the schedule of quantities shall remain firm for the 1<sup>st</sup> year of this contract and shall be revised as per para 34 of Terms & Conditions during the 2<sup>nd</sup> and 3<sup>rd</sup> year of the license.

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.  
( A GOVERNMENT OF INDIA ENTERPRISE )  
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE  
NEW DELHI - 110 020**

**Schedule "A"**

**Schedule of Quantity for Letting Out Advertisement Rights On Unipoles Along The Boundary Of NSIC Complex At Okhla Industrial Estate, New Delhi**

S.No	DESCRIPTION	Approx Qty.	Unit	Rate (Rs.) for the 1 <sup>st</sup> year		Annual License Fee for the first year (Rs.)
				(In figures)	(In words)	
1.	Display of advertisement on advertising panels i.e. unipoles along the boundary of NSIC Complex at Okhla, New Delhi including fabrication and installation of structures, installation of lighting arrangement and power supply back up.	144	Sqm			

**TENDERER'S SIGNATURE**