

TENDER

FOR

**Letting out Advertisement Rights on Unipole on the
Boundary of NSIC Complex at Okhla Industrial
Estate, New Delhi**

NSIC

ISO 9001:2008

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A GOVERNMENT OF INDIA ENTERPRISE)

NSIC BHAWAN, OKHLA, NEW DELHI – 20

Ph: 26919782

E-mail : stp@nsic.co.in

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THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A GOVERNMENT OF INDIA ENTERPRISE)

CORPORATION BHAWAN, OKHLA, NEW DELHI - 110 020

Ref. No. : SIC/HO/EO/M/34/11

Dated: _____

M/s _____

SUBJECT : Letting Out Advertisement Rights on Unipole on the Boundary Of NSIC Complex At Okhla Industrial Estate, New Delhi

Dear Sir,

Tender document in respect of the above mentioned work containing 25 pages as detailed on page 2 (Index) is enclosed herewith. Please note that sealed tender duly filled will be received in the office of Chief General Manager (Estate) on or before 12.10.2011 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.

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.

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

Yours truly,

Chief General Manager (Estate)

Encls: - 25 Pages

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NSIC BHAWAN, OKHLA, NEW DELHI - 20**

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NOTICE INVITING TENDER

Sealed item rate tenders are invited under two bids (Technical & Financial) system from eligible and experienced advertisement agencies registered with MCD for letting out advertising rights to display commercial advertisements on UNIPOLE on the boundary wall of NSIC complex in Okhla Industrial Estate, New Delhi-110020 in accordance with Delhi Outdoor Advertisement Policy-2008 of Municipal Corporation of Delhi (MCD) on revenue sharing basis.

A	Name of work	:	Letting Out Advertisement Rights On Unipole on the Boundary Of NSIC Complex in Okhla Industrial Estate, New Delhi-110020
B	Earnest Money	:	Rs. 50,000/- (Rupees fifty thousand Only) by demand draft in favour of "The National Small Industries Corporation Ltd." payable at New Delhi.
C	Cost of Tender (Non-refundable)	:	Rs. 1,000/- (payable in cash or DD draft in favour of "The National Small Industries Corporation Ltd." payable on New Delhi.)
D	Duration of contract	:	5 years
E	Last date of submission of completed tender document	:	12.10.2011 up to 03.00 P.M.
F	Date of Opening (Technical Bid Only)	:	12.10.2011 at 3.30 P.M.

1. The Blank Tender documents (non transferable) will be issued from 19.08.2011 to 10.10.2011 from 10.00 A.M. to 5.00 P.M. on working days from the office of Chief General Manager (Estate).
2. While applying for tender documents, the intending tenderer shall furnish proof of valid registration/enlistment 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 www.nsic.co.in. 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.

FOR National SMALL INDUSTRIES CORPORATION LTD.

CHIEF GENERAL MANAGER (ESTATE)

INSTRUCTIONS TO TENDERERS

1. The tender shall be submitted in accordance with these instructions. Tenders not conforming thereto are liable to be rejected. These Instructions shall form part of the Tender and the contract.
2. Blank tender documents will be issued to tenderer comprising of these instructions, form of Tender with Appendix, General Terms & Conditions of Contract, Schedule of Quantities Lay out Plan of NSIC Complex showing the designated location for erection of the Unipole etc.
3. The tenderers are advised to visit the site to acquaint themselves with the nature of the site and the conditions in which the work is to be executed, nature of work and materials necessary for the completion of the works and the means of access to the site, and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No claim whatsoever consequent on any misunderstanding or otherwise shall be accepted by the Corporation.
4. Before submitting the tender, the tenderers are advised to ascertain from MCD/statutory bodies and satisfy himself about the issue of grant of permission for display of advertisement on unipoles at NSIC Complex, Okhla. Corporation shall in no way be responsible for any delay or refusal of grant of approval by MCD.
5. The Tender shall be filled in, signed with all particulars complete and submitted **by the one duly authorized to do so. The Tenderer shall satisfy the Corporation that he is competent** and authorized to submit the tender and/or to enter into a legally binding contract with the Corporation by furnishing documentary evidence in that respect.

The Tender shall be completed with all the documents mentioned in para 2 above and other documents mentioned in para 8 of these instructions to the tenderers.

6. EARNEST MONEY

- 6.1 An account payee demand draft of **Rs. 50,000/- (Rupees Fifty thousand only)** drawn on any scheduled bank in favour of “The National Small Industries Corporation Ltd” payable at New Delhi shall be submitted alongwith the tender as Earnest Money Deposit. Tenders without earnest money deposit or in any other form shall be summarily rejected.
- 6.2 Earnest money will be returned to unsuccessful tenderers after of issue of letter of award.
- 6.3 The earnest money of the successful tenderer will be adjusted against the interest free security deposit. **However, earnest money of successful tenderer who fails to honour the offer made to the CORPORATION as per tender submitted by him shall be forfeited .**

7 **CRITERIA FOR TECHNICALLY QUALIFYING THE TENDERER**

- a) The TENDERER should have a valid registration certificate/enlistment as advertising agency with MCD.
- b) The TENDERER should have at least two running outdoor publicity contracts of Unipoles having value not less than Rs.25.00 lac each in the Delhi/NCR region.
- c) The TENDERER should be a profit (net) making company 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.
- d) The tenderer should submit the earnest money deposit of the required amount and in the required shape.

8. **CRITERIA FOR AWARD OF LICENSE**

The license shall be awarded to the TENDERER quoting the highest amount subject to having qualified as per the technical qualification criteria. Decision of the Corporation in this regard shall be final and binding upon all the TENDERERS.

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

“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 **or copies of two licences/contracts of similar nature with DMRC/other Govt. departments in Delhi each of value at least Rs. 25.00 lacs executed by the agency within the last three years.**
- (iii) Copy of the duly audited balance sheet & profit & loss a/c. for the last three financial years.
- (iv) Demand Draft for Rs.50,000/- towards EMD in favour of “The National Small Industries Corporation Ltd.” payable at New Delhi.
- (v) 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).**

(vi) The tenderer should submit the requirement of land for erection of the advertising panel / unipole. The tenders received without the requirement of land shall be summarily rejected.

“Envelope-II- Price Bid”

10. 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.
11. Price bids of technically qualified tenderers shall be opened at a later date to be intimated separately to the qualified tenderers.
12. In the event of discrepancy in the rates written in words and the figures, rates quoted in words will be considered.
13. 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.
14. The license fee quoted by the tenderer to be paid to CORPORATION shall be exclusive of amount to be paid to /shared with MCD or any other statutory body, all payments towards taxes, advertisement tax ,duties, royalties, any additional revenue to be shared with statutory bodies, or any other expenditure etc. to be incurred by him / them in future due to enactment of any new laws by the State /Central Govt.
15. The tender shall be accompanied by Earnest Money of Rs. 50,000/- (Rs. twenty five thousand 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 (Estate) requesting for written clarification thereof. Such clarification(s) shall be issued to all tenderer who have purchased the tender document and shall become 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 of the required land and the unipole structure 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 non-judicial stamp paper of appropriate value 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 **CORPORATION**.
21. A layout plan of NSIC complex showing the proposed location of the unipole to be erected is enclosed.
22. **Conditional tenders shall be out rightly rejected outright and earnest money will be forfeited.**

For and behalf of CORPORATION Ltd.,

Chief General Manager (Estate)

SIGNATURE OF THE TENDERER

FORM OF TENDER

To

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

I/We have read and examined the following documents relating to work of “Letting Out Advertisement Rights on Unipole” on the Boundary of CORPORATION Complex in Okhla Industrial Estate, New Delhi-110020 consisting of the following:-

- a). Notice inviting tender.
- b). Instructions to Tenderers
- c). General Conditions of Contract including Contractors,
- d). Schedule of Quantities
- e) Layout plan of CORPORATION Complex indicating the designated location for erection of unipole.

1. I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in Appendix.

2. In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

3. A sum of Rs 50,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of “The National Small Industries Corporation Ltd.” payable at New Delhi . If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document. Earnest Money will be refunded to us without any interest thereof if our tender is not accepted.

4. I/we shall submit the plans of proposed advertising panel i.e. unipole, including its fixing arrangements to CORPORATION within 15 days from date of issue of letter of Award. I / We undertake to ensure that all clearances, approvals etc for displaying the advertisements from MCD are obtained within 60 days from the date of issue of letter of award.

5 I/We understand that the license period will start after sixty (60) days from the date of issue of letter of award by CORPORATION. No extension on any count, pretext or excuse including non receipt of approvals will be considered by CORPORATION.

6. I/We agree voluntarily and unequivocally not to display any advertisement before getting the approval from the MCD or any other statutory bodies and we shall not seek any claim, compensation, damages or any other consideration whatsoever on this account.

7. I/We agree that the cost of construction/fabrication and installation of the advertising panel i.e. unipole will be borne solely by me/us. I/We will also do the maintenance of advertisement panel i.e. unipole so fabricated and installed by me/us. I/We shall also keep all the unipole 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 CORPORATION.

8. I/We undertake that the allotted land will be used only for the purpose of erection of unipole with one advertising panel. I/We further undertake that after the expiry of the contract period or pre mature termination of the contract as per clause no. 22 (d) and 23 of General Terms & Conditions of Contract. We shall have no lien or any rights whatsoever on the said land allotted by the Corporation on which the unipole has been erected.

9. I/We agree that the Advertising panel i.e. unipole constructed/fabricated, installed and commissioned including electrical wiring, fittings/fixtures meters etc. shall become the property of the Corporation after the expiry of the contract period of five (5) years or upon premature termination of agreement as per clause 22 (d) & 23 . The agency shall not be liable to any claim/compensation on this account.

10. I/We agree that the dimensions of the advertising panel / unipole structure shall be strictly as per the dimensions specified in the Delhi Outdoor Advertisement Policy-2008 .

Signature of tenderer.....
Duly authorized to sign the tender on behalf of the Bidder
Name (in block capitals).....

.....

Dated.....

Witness.....

Date.....

Address.....

.....

Enclosures:

1. Copy of the valid certification of registration as advertising agency with MCD.
2. Copies of at least two running outdoor publicity contracts/works orders of similar nature 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.50,000/- 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).

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.

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions, I/We agree that Corporation shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

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" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Corporation and Licensee, together with the documents referred to therein including these conditions, and instruction issued from time to time by the "Officer-in-charge" and all these documents taken together shall be complementary to one another.
- (ii) The "Site" shall mean the land on which the unipole has to be erected under this 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 (Estate) 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 CORPORATION.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. (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.

2. 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.

3. 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 on the boundary of NSIC complex in Okhla Industrial Estate, New Delhi.

4. i) The licensee shall pay to Corporation, the License fee (excluding the advertisement tax or any other applicable taxes and the revenue to be shared with MCD) as per provisions of the revenue sharing model of the Delhi Outdoor Advertisement policy 2008.

ii) The licensee shall be solely responsible for timely payments towards the applicable taxes and the revenues to be shared with MCD or any other statutory body and shall submit the monthly statement of the amounts paid by him towards all applicable taxes and the revenues shared with MCD along with the copies of the receipts from the concerned departments.

5. The Licensee shall also keep all the boundary wall and the Unipole 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 Corporation. The Licensee shall not to place any advertisements on the boundary wall itself including on railings if there be any.

6. The Licensee shall display advertisements only on one advertising panel per unipole structure. Corporation reserves the right not to give additional land for erection of unipole or additional advertising panel for advertisement purposes. The licensee voluntarily agrees not to seek any claim, compensation, or any other consideration whatsoever on this account.

7. The size of the advertisement panel i.e. unipole should be according to the approved size as per Delhi Outdoor Advertisement Policy, 2008 and the guidelines of the Hon'ble Supreme Court of India. If it is found that the Licensee had displayed the advertisement without permission in excess of the permissible area, 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 Corporation 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 CORPORATION (Licensor) shall stand forfeited.** The Licensee shall not to seek any claim, compensation, damages or any other consideration on this account.

8. Licensee will be penalized up to Rs.5,000/- per offence on the following offense:

- a) Late payment of CORPORATION dues up to 10 days.
- b) Not following the instructions of the CORPORATION 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) Dishonor of drafts given by Licensee.
- f) Not keeping the boundary wall and grills neat and clean as per Corporation directives.

9. The licensee will have to maintain all the display/ advertisement unipole in proper and neat and clean condition for the full currency of the contract. **The unipoles, installed and commissioned will become the sole property of Corporation after the termination/expiry of the contract naturally or prematurely. The electrical installations will also become the sole property of Corporation 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.**

10. It shall be the sole responsibility of the licensee to obtain all the permissions/approvals from MCD/statutory bodies and to comply with directions of Hon'ble Supreme Court in this regard. The maximum size, minimum ground clearance and maximum height of unipole should conform to the relevant provisions of the Delhi Outdoor Advertisement Policy, 2008 of MCD and the same 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 and the directions of the Hon'ble Supreme Court in this regard.

11. The licensee shall be solely responsible to pay all the statutory payments/dues, taxes and duties, royalties, revenue etc to MCD/ statutory bodies and CORPORATION shall not in any

manner, be responsible for payment of such dues. The licensee shall also indemnify CORPORATION 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.

12. In the event of the licensee failing to pay CORPORATION the license fees or any other charges which the licensee may be required to pay, CORPORATION will have the right to terminate the license agreement after giving a Show Cause Notice of 30 days 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.

13. Advertising Device structures including the foundations shall be designed and checked for extreme wind conditions, earthquakes, soil bearing capacity etc. and shall comply with relevant Indian structural design standards, codes of practice and the policy guidelines. The designs shall be certified by an experienced and practicing structural engineer and shall be submitted to the Municipal body before start of work at the site. The supporting structure shall have a non-reflective finishes to prevent glare. The device structure shall be well maintained at all times. It shall be painted in colors that are consistent with, and enhance the surrounding area and will be compliant with the criteria for colors laid out earlier in this policy. Official road furniture such as official signs and delineator guide posts shall not be used as the supporting structure of an advertising device.

The name of the Advertising Device license holder should be placed in a conspicuous position on the device.

14. The electrical connections and components in all Advertising Devices shall be with accordance with relevant Indian Standards and designed to ensure there is no safety or traffic risk. A copy of the electrical contractor's test certificate shall be provided to the Corporation. No generator running on diesel petrol/kerosene or any bio fuel, causing noise, air or water pollution would be allowed for providing power for illumination of any outdoor advertising device.

To promote conservation of electricity, it is important that the illumination at all outdoor advertising devices shall draw from power from alternate renewable resources like solar power.

15. i) The Licensee shall provide evidence of public liability insurance of the Advertising Device (s). During the term and at its sole cost and expense, the licensee shall obtain and keep (in full force and effect in the joint names of the licensee and the Corporation) a public liability insurance policy for their respective rights, interests and liabilities to third parties in respect of accidental death of, or accidental bodily injury to, persons, or accident damage to property

ii) The public liability policy of insurance shall be for an amount as specified by Corporation for any single event (or such higher amount as may be notified in writing by the Corporation from time to time) and shall be effected with and insurers approved in writing by the MCD and on the terms approved in writing by the Corporation.

iii) The public liability policy of insurance shall include a clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured.

iv) The licensee shall produce evidence to the satisfaction of the Corporation of the insurance effected and maintained by the licensee for the purposes of the second paragraph above, within seven days of receiving a written request to do so from the Corporation.

16. 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 enough 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 CORPORATION against any loss / damage to any person/ property and CORPORATION also indemnify CORPORATION 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/CORPORATION from time to time.

17. The Licensee shall submit/show to the Corporation 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.**

18. The licensee shall fully indemnify CORPORATION 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.

19. The licensee shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto.

20. The licensee shall maintain a proper record of advertisement being displayed, no. of unipole and display area in use and submit a report on monthly basis on or before 7th day of every month in this regard.

21. The Corporation reserves the right to accept or reject any tender. Authority for acceptance of the tender will rest solely with the Corporation, which does not bind itself to accept any tender and not to assign any reason for rejecting the same

22. Corporation 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 Corporation for irregularities Committed by the Licensee.
 - b) Any amount which Corporation 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 CORPORATION (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 Corporation.
- 23. For repeated violation of instructions, breach of agreement, Corporation has the right to cancel the agreement by giving Show Cause Notice at the risk and cost of the Licensee including forfeiture of all amounts, interest free security deposit included in favour of CORPORATION. In case of any activity which can be deemed criminal, Corporation 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.**
24. The licensee shall be granted access to the site of advertising panel for erection/ maintenance etc. However, the licensee shall intimate and seek permission of officer-in-charge prior to any such work.
25. 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.
- 26 The Contract /License is not transferable.
27. 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 CORPORATION for any loss and damages suffered due to violation of its provisions.
28. The Licensee shall be responsible for obtaining all mandatory approvals from any local /municipal authority for displaying the advertisement. The licensee will be solely responsible obtaining the required permission(s) from MCD/ local bodies. In case any fine is imposed on CORPORATION (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 Corporation. **Before submitting the tender, the tenderer is advised to ascertain from MCD/ statutory body and satisfy himself about the issue of grant of permission for display of advertisement on unipoles at NSIC Complex, Okhla. CORPORATION shall in no way be responsible for any delay or refusal of grant of approval by MCD.**

29. The Licensee shall comply with the laws of land including Delhi Pollution Control Board and Delhi Fire Service guidelines, regulating the advertisements/displays. Corporation shall not be 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.
30. The Licensee is prohibited from displaying any advertisement containing the following nature of contents or as amended by statutory bodies or Supreme Court Guidelines from time to time.

• Nudity
• Racial advertisements or advertisements propagating caste, community or ethnic differences
• Advertisement promoting drugs, alcohol, cigarette or tobacco items
• Advertisements propagating exploitation of women or child
• Advertisement having sexual overtone.
• Advertisement depicting cruelty to animals
• Advertisement depicting any nation or institution in poor light
• Advertisement casting aspersion of any brand or person
• Advertisement banned by the Advertisement Council of India or by law
• Advertisement glorifying violence
• Destructive devices and explosives depicting items
• Lottery tickets, sweepstakes entries and slot machines related advertisements
• Any psychedelic, laser or moving displays
• Advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.)
• Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
• 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
• Advertisement 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
• Political advertisements.
• Any other items considered inappropriate by the municipal bodies.

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

31. Fixing arrangements should be such that these should not damage any structure of CORPORATION 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 shall take 3rd party insurance cover. **The licensee agrees and undertakes to indemnify and keep indemnified CORPORATION (licensor) harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the CORPORATION (licensor) as a result of any breach committed by him on this account.**

32 The Licensee shall also strictly abide by safety guidelines as may be issued by local bodies/CORPORATION from time to time.

33. 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.

34. All Taxes & Municipal taxes, sharing of revenue with MCD/ local body, if any applicable, on account of installation and display of advertisement of unipole/ advertisement panels shall be borne solely by the licensee.

35. If the licensee wants to terminate the contract he will be allowed to do so after giving 90 days notice. **However, security deposit of the licensee will stand forfeited. The unused license fee for that particular notice period, if any shall also not be refunded.**

DURATION

36. **The license shall be valid for a period of five (5) years starting 60 (sixty) days from the date of issue of the letter of award or signing the agreement which ever is later.** No extension beyond this period will be considered. The Corporation 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. Corporation reserves the right to cancel the license for the remaining period if the performance is found unsatisfactory forfeiting the interest free security deposit in its favour.

SECURITY DEPOSITS

37. **The Licensee shall deposit an interest free security deposit equivalent to 25% of the Annual value of the License Fee within 15 days from the date of issue of the letter of award 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 (interest free)** which shall be equivalent to the increase in Security Deposit by virtue of the **25% increase of the same** on compounding basis. The said Security Deposit (interest free) 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 CORPORATION 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 Corporation shall be forfeited. The security deposit shall be**

returned to the licensee after the successful completion of the license period without any interest.

38. The advertising rights for the above mentioned licensed site shall vest with the licensee. Any person who wishes to advertise on the unipole at the above mentioned site will deal directly with the licensee and will have no dealing with the Corporation or make any claim on the Corporation for omission or commission etc of the Licensee. The licensee shall indemnify and keep indemnified the CORPORATION from any such claims or actions.
39. 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 Corporation. The licensee shall be obliged to carry out its obligations under the license Agreement entirely at its own risk and cost.

TERMS OF PAYMENT

40. The license fees shall start to accrue 60 days from the date of issue of the letter of award or signing of the agreement whichever is later. The Licensee will be required to pay the annual License fee to the Corporation in four equal quarterly installments. The License fees shall be reviewed at the end of each year. The quantum of increase shall be based on the prevailing rates of MCD applicable in the surrounding areas.

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 license fee as per contract, will have to be paid every three months, 15 days prior of the amount becoming due.

41. The Annual license fee is for specified unipole. No advertising is permitted on the boundary walls and grills placed on it.
42. 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 Corporation.
43. **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, part month will be treated as a month. Corporation will have the right to invoke this clause simultaneously with clause No.4 (terms and conditions) of the agreement, vide which Corporation can impose a fine/penalty for late payment.
44. i)The licensee may obtain electricity connection for lighting of the unipole from BSES/ local electricity supply body. In such case the party shall indemnify CORPORATION 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 CORPORATION shall not in any manner be responsible for payment of such dues/ penalty etc.

- ii) 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.
- iii) Licensee shall use Energy efficient lighting & shall provide CFL lighting fixtures, lamps, etc.

45. Cancellation of contract in full or part

If the licensor 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.

In the event of any one or more of the above courses being adopted by the Corporation, the licensee, shall have no claim for any compensation or 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 for the performance of the licensee.

46. Handing over procedures

The Licensee is required to deposit the advance license fee for the first quarter along with the security deposit within 15 days from the date of issue of letter of award. The Licensee will submit location plan, cable routing plans etc. for approval by Corporation within 10 days from the date of issue of letter of award. 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 CORPORATION nor engage in any form of correspondence in this regard.

- 47. i) The Corporation shall allot minimum required land in the designated location indicated on the lay out plan of NSIC Complex enclosed with the tender document for the purpose of erection of unipole.
- ii) The agency shall not be permitted to enter on (other than for inspection purposes) or take possession of the land until instructed to do so by the Officer-in-charge in writing. The portion of the land to be occupied by the agency shall be defined and/or marked on the site plan, failing which these shall be indicated by the Officer-in-charge at site and the agency shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the agency for purposes of or in connection with the contract, the agency shall be a licensee subject to the following and such other terms and conditions as may be imposed by the Corporation:-
 - That he shall pay license fee quoted in the price bid for use and occupation of land allotted to him.
 - That such use or occupation shall not confer any right of tenancy of the land to the agency.

- That the agency shall be liable to vacate the land on demand by the Officer-in-charge.

48. The LICENSEE shall deliver to the Corporation the peaceful vacant physical possession of the licensed site with the advertisement panels i.e. the Unipoles including the electrical installations etc. at the end of the License Agreement or on termination of the said License Agreement in good working and usable condition. If the licensed site along with the unipole structure including electrical installation etc. are not handed over in good condition, the Corporation shall reserve the right to seek damages and shall be liable to recover costs and expenses to repair/ renovate the said panels / site.

49. If the LICENSEE fails to vacate the Licensed Site (Land) 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 site under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and amendments there of. The Licensee will also be liable to pay a penalty @ Rs.50 per Sq.ft per day for the entire period of such occupation along with the applicable annual license fees. Corporation shall also be entitled to forfeit the security deposit of the licensee for such unauthorized and illegal occupation of the said site.

50. The provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 are applicable to the parties under this agreement.

51. The Service Tax as per actual shall be paid by the licensee to the Corporation in addition to the licence fee.

52. Pre-Bid meeting will be held on 07.10.2011 at 3.00 P.M. in the office of C.G.M. (Estate).

Chief General Manager (Estate)

TENDERER'S SIGNATURE

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) The amount must be quoted in words & figures. In event of discrepancy in the quoted amount in figures and words, the amount words will have priority and binding.

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
CORPORATION BHAWAN, OKHLA INDUSTRIAL ESTATE
NEW DELHI-110020**

Schedule “A”

Schedule of Quantity for Letting out Advertisement Rights on Unipole along the Boundary of NSIC Complex at Okhla Industrial Estate, New Delhi

S.No.	Description	Qty.	Amount (excluding service tax)	
			(In figures)	(In Words)
1	License fee for displaying commercial Advertisements on unipole on the boundary of NSIC Complex at Okhla, New Delhi (As per Delhi Outdoor Advertisement Policy, 2008.)	1 No.		

TENDERER'S SIGNATURE

● Proposed location for Uniphile

