

**NATIONAL SMALL INDUSTRIES CORPORATION LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)  
NSIC EXHIBITION COMPLEX  
OKHLA INDUSTRIAL ESTATE  
NEW DELHI-110020**

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## **NSIC EXHIBITION COMPLEX**

### **TERMS & CONDITIONS**

#### **I. LICENSE FEE & OTHER CHARGES**

The following Licence fee and charges shall be payable by the organizer to NSIC:-

Sl. No.	AREA	PEAK PERIOD RATES (1 <sup>st</sup> October to 31 <sup>st</sup> March)	LEAN PERIOD RATES (1 <sup>st</sup> April to 30 <sup>th</sup> September)
1	Licence fee of Built-up Area (Hall) – <b>Per sqm/per day</b> (10 am to 9 am)	Rs.100.00	Rs.70.00
2	Licence fee of Open Space – <b>Per sqm/per day</b> (10 am to 9 am)	Rs.40.00	Rs.20.00
3	Licence fee for Foreign Organizer	US\$ equivalent to Indian Rupees	
4	Charges for Air Conditioning of Hall (Upto 10 hrs per day during event days)	Rs.82,500/- per day (In case air conditioning is required for more than 10 hrs., addl. Charges @ Rs.8250/- per hour will have to be paid)	
5	Power Consumption Charges (Upto 10 hrs per day during event days)	<p>(a) @ Rs.120/- per KW per day for the connected load.</p> <p>(b) @ Rs.180/- per KW one time connection charges.</p> <p>(c) 5% contingencies charges (a&amp;b).</p> <p>In case air conditioning is required for more than 10 hrs., addl. Charges @ per hour will have to be paid on proportionate basis of (a) above.</p> <p>The Organizer undertakes not to draw electric power</p>	

		in excess of the requirement projected to NSIC and released by NSIC for the purpose.
6	Water Charges for only toilet use (during event days)	Rs.5000/- per day
7	One hoarding each at Entry & Exit Gate during event days (Gate No.3 & 4)	Rs.20,000/-
8	Parking	On complimentary basis within NSIC Exhibition Complex
• <b>GST extra as applicable on SI.No.1 to 7.</b>		

The license fee will be charged according to the total open/covered area and it will include general / street lighting facilities in NSIC Complex only.

## **II. Security Deposit**

The 'organizer' shall deposit Demand Draft drawn in favour of National Small Industries Corporation Limited equivalent to 10% of total licence fee towards interest free security deposit.

The security deposit shall be refunded to the organizer after the completion of license period as mentioned in clause I, after the adjustment of all the dues towards damages, if any, and any other amount payable by the organizer to NSIC.

The damages caused to NSIC's premises during the currency of the license and infrastructure, if any, shall be jointly inspected by the representatives of the NSIC and 'organizer' to see the extent of damages and assess the cost of restoration. The damages so assessed shall be restored by the organisor or such cost shall be adjusted from the security deposit by the organizer with the NSIC.

## **III. COMPLIMENTARY DAYS FOR FABRICATION / DISMANTLING**

**The complimentary days for construction / dismantling the temporary structure before / after the event shall be given to organizer at the following grounds:-**

<b>Duration of the Events</b>	<b>Area</b>	<b>For Construction</b>	<b>For Dismantling</b>
<b>Upto 2 Days</b>	Upto 5000 sq. mtrs.	Nil	Nil
--do--	5001 sq. mtrs. to 10000 sq. mtrs.	1 day	1 day
--do--	10001 sq. mtrs. and above	2 days	1 day
<b>3 days and above.</b>	Upto 5000 sq.mtrs.	1 day	1 day
--do--	5001 sq. mtrs. to 7000 sq. mtrs.	2 days	1 day
--do--	7001 sq. mtrs. to 10000 sq. mtrs.	3 days	2 days
--do--	10001 sq. mtrs to 12000 sq. mtrs.	4 days	2 days
--do--	12001 sq. mtrs. to 15000 sq. mtr.	5 days	2 days

--do--	15001 sq. mtrs. and above	5 days	3 days
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**In case any organizer requires extra days other than complimentary days for construction/dismantling purposes, License fee @ 50% shall be charged upto 4 extra days. 100% Licence fee shall be charged in case the organizer requires more than 4 extra days for construction/dismantling purposes.**

#### **IV. Payment Schedule**

NSIC shall confirm space booking to the 'organizer' on receipt of 25% Licence Fee as booking amount from the 'organizer' with a written commitment to make payment as per the schedule of payment as mentioned in clause V of this agreement.

**IV.1 The organizer shall make the payments to NSIC in the following manner:-**

- (i) 25% as Booking amount – at the time of booking of space (along with prescribed application for space booking duly filled in and signed by the 'organizer' or its authorized representative).
- (ii) 25% payment before six months of the event
- (iii) 25% payment before three months of the event
- (iv) 25% remaining payment before one month of the event

In the event of any failure of honoring this payment schedule, NSIC shall have the discretion to cancel the reservation and allot hall/space and open area to any other fair organizer(s) requiring space during that period, including forfeiture of the amounts paid/ deposited by the 'organizer' with NSIC.

IV.2 The payment shall be made by the 'Organizer' to the NSIC through Demand Draft / Pay order only, payable in favour of The National Small Industries Corporation Ltd., New Delhi.

IV.3 NSIC shall hand over the possession of Hall/space and open area only after receiving full payment from the 'organizer'.

IV. 4 In case extra space is occupied by the organizer based on actual measurement, the final invoice for the payment shall be raised and payment due if any, by the organizer, should be remitted during event days.

If the 'organizer' does not clear the dues, the exhibition materials shall not be allowed to be taken out of NSIC premises till the 'organizer' clears all the dues. If there is delay in removing the exhibits by the 'organizer' on account of not clearing the dues by the 'organizer' the 'organizer' shall be liable to pay penalty as mentioned in Clause IX for such delay.

IV.5 The 'organizer' shall be liable to make payment to the NSIC before the close of event for utilization of any other additional facilities / services during the currency of the exhibition which is not covered in original plan/programme.

#### **V. Cancellation of exhibition and Surrender of Space:**

The organizer is permitted to surrender the space booked by them in the event of cancellation of exhibition subject to payment of penalty as stipulated hereunder:-

Sl. No.	No. of days before the actual period of occupancy of space	Payment of Penalty @ %age of the amount of license fee as per payment schedule, received from the date of request for cancellation
1	More than one year	5%
2	271 – 365 days	10%
3	181 – 270 days	25%
4	91 – 180 days	40%
5	31 – 90 days	50%
6	0 – 30 days	100%

#### **VI. Postponement /Re-Scheduling of the Exhibition/Events**

VI.1 The postponement of the exhibition/event shall be permitted only once.

VI.2 In case re-scheduling of the event has already been done, the organizer shall not be entitled for any refund due to cancellation of the event.

#### **VII. Photography**

The NSIC reserves the right to photograph/video filming of any exhibition/event.

#### **VIII. PENALTY**

In case, the Organizer continue to occupy the said premises without written permission of the NSIC and fails to vacate the exhibition area/licensed space on the stipulated date, the 'organizer' shall be liable for following penalties:-

(a) In case, the Organizer does not remove the material and handover the vacant space to NSIC within the license period as mentioned in Clause I above, the organizer's infrastructure including display aids and material used for hangers if any shall be removed by NSIC at the cost & risk of the organizer and stored in the premises of NSIC for which removal & storage charges shall be paid by the organizer before same are released on "As is Where is Basis" without any liability whatsoever on the part of NSIC.

(b) In case the organizer does not approach NSIC for release of their infrastructure including display aids and materials used for hangers within 30 days of the license period, The appropriate action will be initiated by NSIC in terms of agreement..

#### **IX. SECURITY**

The 'organizer' shall solely be responsible for the security of their stalls/exhibits and overall security of the exhibition site including products on display, showcase/material etc. They shall make necessary security arrangements through reputed and renowned Security Agencies only.

#### **X. SERVICE AGENCIES**

The 'organizer' shall get the work of cargo handling, construction of stands, decoration, and furniture and catering executed by the reputed and renowned agencies only.

## **XI. INSURANCE**

The 'organizer' at all times at his/its own cost during licence period shall obtain valid and adequate insurance cover against theft, damage to property, personal injury, third party losses, fire, accident, natural calamities, acts of God including the damages if any caused to NSIC and its property and such other risks normally insured by exhibitors / or as the organizer require insurance coverage in connection inter- alia 'organizer's property and its activities during the exhibition period/license period (including the moving in and moving out period) and submit to NSIC prior to the event. The copy of the insurance cover note must be submitted to NSIC prior to the event.

## **XII. LAYOUT PLANS, CONSTRUCTION / DECORATION AND DISPLAY ARRANGMENTS**

Architectural layout plans and construction of stalls etc. by the 'organizer' for the exhibition shall confirm the following guidelines:-

1. The organizer shall get the layout plan approved by NSIC before carrying out any construction work at exhibition area.
2. The Exhibitors/Organizer must plan an event in NSIC Complex keeping in view the public safety, free access to public facilities, convenience and safety to NSIC property.
3. The 'organizer' and their designers must inspect the licensed space / open area and make note of salient features like locations of columns, fire safety equipments, main electricity distribution board, arrangement for water supply / disposal arrangement, service doors and approach to toilets etc. The layout plan of the exhibition must clearly show all such features.
4. The 'organizer' while preparing the layout plan of exhibition shall consider the guidelines mentioned hereunder:-
  - (i) There shall be clear access to main electrical distribution boards and fire safety equipment for easy operation.
  - (ii) Minimum 3.0 mtr wide passages are to be provided and it shall ensure that passages are kept free of any display aids/ exhibits.
  - (iii) Stand construction **shall** be independent of the walls, columns and roof of the halls/exhibition center.

5. The 'organizer' shall take prior written permission from N.S.I.C. for displaying banners and buntings hoardings etc. at N.S.I.C. Complex at least 15 days before the event.

The 'organizer' can put up their Buntings/Boards on existing poles within NSIC Exhibition Complex by carefully removing and keeping NSIC Buntings in their safe custody and place NSIC buntings on poles after the Event is over before handing over the possession to NSIC. The 'organizer' must ensure that no damage is done to the Buntings/Boards of NSIC.

Light weight buntings can be hung inside hall with high ceiling and from the existing hanging arrangements. No hanging of the buntings, however be arranged from electronic conduits cables fixtures. In case the organizer intends to provide specific hanging arrangement, the same should have the prior approval of the Event Management Cell of NSIC.

6. The organizer shall ensure that the host / hostess and presenters, engaged to promote different products and services on behalf of exhibitors, be decently attired keeping in view the law of the land and cultural ethos.
7. The sound decibel shall be regulated by the 'organizer' in the interest of all other users and visitors. To avoid nuisance / disturbance, sound level shall not be allowed to exceed **7 decibels** due to use of any sound & music system.

### **XIII. TERMS & CONDITIONS FOR ORGANISING EXHIBITIONS**

1. The 'organizer' shall not take out any material from the N.S.I.C. Exhibition Complex without obtaining written clearance for which NSIC authorities shall issue "OUT PASS".
2. A team of NSIC officers shall visit the site of the exhibition and if any violation of the guidelines is noticed, compensatory payment shall be imposed on the 'organizer' and the contravening booths/structures shall be dismantled at the cost and risk of the 'organizer'. In the event of violation of these rules, NSIC shall have the right to close down the pavilion keeping in view the safety of the public and no refund of licence fee and other deposit shall be allowed.
3. The 'organizer' can use the NSIC Logo in publicity material of the said event as ground support with prior written permission of NSIC. For this, 'organizer' shall submit proposal well in advance along with publicity material / text. The NSIC shall have a liberty to allow or disallow the proposal.
4. The Organizer shall ensure removal of all abandoned material /trash from the Exhibition Center/licensed premises and dispose off the same outside NSIC Complex at his/its own cost after close of the fair/event. If the organizer fails to remove the abandoned material / trash from the licensed

premises, appropriate action will be initiated by NSIC in terms of the agreement.

The area should be handed over by the Organizer to NSIC after completing the repair work, if any, due to digging of ground for installation of Hangers / Barricading etc. failing which the expenditure incurred by NSIC towards repair of the ground shall be deducted from the Refundable Security Deposit.

5. If the exhibition involves foreign companies displaying their products and services, the 'organizer' shall ensure that the Custom Department is informed well in advance and necessary formalities are completed before exhibits are disposed off in Indian market. The 'organizer' shall squarely be responsible for any violation of the applicable laws and penalty imposed, if any. The organizer shall keep NSIC indemnified against any liability in this regard.
6. If the exhibition involves across-the counter-sales, the 'organizer' shall ensure that the Sales Tax Department is informed in advance and all the payable tax is deposited by the 'organizer'. The 'organizer' shall be solely responsible for any violation of the applicable laws and he shall keep NSIC indemnified against any liability in this regard.
7. The Licensed Premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.
8. In case of violation by the 'organizer' of any terms & conditions specified above or specified by any other Law Enforcing Agency, NSIC reserves the right to close the stand /stall/pavilion and /or levy a fine as decided by the Committee of NSIC officers or any other law enforcing agency and / or get the construction removed at the risk and cost of the Organizer /exhibitor. No claim of refund or compensation shall be entertained in such cases by NSIC.
9. The 'organizer' shall indemnify NSIC from any claims from their exhibitors, contractors, service providers, visitors /others arising out of any account / reason whatsoever.
10. For the purpose of the Agreement, Force Majure means Acts of God, wars or similar action affecting India Civil Commotions or general strike (excluding by its own employees) lying beyond the reasonable control of the affected Party.

#### **XIV. DISPLAY OF HOARDING/KIOSKS AS PER ADVERTISEMENT POLICY:**

The organizer who intends to put up any hoarding / kiosks in connection with their exhibition/event to be organized in NSIC Exhibition Complex should obtain prior approval for putting up of hoarding/kiosks from MCD and submit the copy of the approval to NSIC before commencement of the exhibition/event.

In case of any violation of the MCD guidelines in this respect, the concerned organizer shall be solely responsible for payment of any damages to MCD or any action whatsoever taken by MCD as per the provisions of the relevant Act / Guidelines and shall keep NSIC indemnified against any liability in this regard.

#### **XV. PUBLIC SAFETY / MISCELLANEOUS**

The following safeguards shall be complied with by the 'organizer' in order to ensure safety while organizing the exhibition/event:-

1. Cooking shall not be allowed inside the exhibition halls/licensed area.
2. Due care of hygiene and sanitation shall be maintained in and around exhibition halls by the 'organizer'.
3. Public safety is of paramount importance. The organizers shall ensure regulated inflow of visitors to the halls and ensure no untoward incident takes place. The organizers shall post trained personnel to manage visitors' movement properly.
4. Adequate first aid services /paramedical services shall be arranged by the 'organizer'.
5. The 'organizer' shall be responsible to ensure safety of workers inside NSIC Exhibition Complex/licensed area for which all precautionary steps shall be taken by the 'organizer'.
6. The organizers shall ensure that no exhibitor keeps any hazardous chemicals, gases, and fire arms in the stalls. No gas stove and other implements using live flame shall be permitted within the NSIC Exhibition Centre for the purpose of any demonstration by the 'organizer'.
7. The organizer shall keep required number of fire extinguishers and maintain fire-fighting instruments within exhibition site as per safety regulation at his/its own cost.
8. The 'organizer' shall use only fire retardant material for construction and decoration of booths. Use of fire hazard material like thatch, dry grass and other similar inflammable material is not permitted.
9. Sound engineering practice shall be employed by the 'organizer' for work of electrical wiring from the main switches to the lights and other fixtures.
10. The 'organizer' shall carry out all electrical wiring work only by licensed electrical contractors. Each stall shall have an adequate rated switch fuse unit, MCB or cut-out to enable isolation in case of any emergency / overloading.
11. Electrical wiring under the carpets is potential fire risk. Wherever these are unavoidable, the 'organizer' shall take adequate precaution by

- covering these wiring by wooden ramps. Wiring with joints shall not be provided under the carpet.
12. The electrical equipment installed by the organizer must be earthed as per Indian Electricity Rules 1956 amended up to date. Connection may be made to the nearest NSIC main earth lead.
  13. The 'organizer' with the connected equipment must provide power factor improvement capacitor wherever motors of 5 hp or above are used.
  14. Only spotlights are to be used by the 'organizer' for stall lighting. Halogen and other floodlights shall not to be used by the 'organizer'.
  15. 3-Phase/1-Phase power requirement for display/operation of machines needs to be forwarded to Event Management Cell by the 'organizer' at least one month before start of the event.
  16. The organizer shall be liable to restore or pay restoration charges, if any, on account of damage to NSIC property.

#### **XVI. NSIC STALL**

During the exhibition / event, NSIC will have one stall measuring 12 sqm outside NSIC Exhibition Hall in a prime location to showcase its schemes for the benefits of MSME units.

#### **XVII. DISPUTES**

- (a) If any dispute or difference arises between NSIC and the Organizer, which is not covered under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 w.r.t. the construction, meaning and effect of these presents or any part thereof or any other matter under these presents like interpretation or termination of this agreement, the same shall be referred to the sole arbitration of the Chairman of the NSIC or such officer as he may appoint to be the Arbitrator. There would be no objection that the Arbitrator is an employee of the NSIC, that he had to deal with the matters to which this agreement relates or that in the course of his duties as an employee of the NSIC he has expressed his views on all or any of the matters in dispute or difference. The award of the Chairman or the officer so appointed by him shall be final and binding on the parties to this agreement.
- (b) In case, the arbitrator so appointed by the Chairman of the NSIC is transferred, dies, neglects, or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.
- (c) The applicable Jurisdiction to the dispute under this agreement shall be at National Capital Territory of Delhi.