

NSIC MARKETING HUB OPERATIONS RULES



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(A Government of India Enterprise)

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**THE NATIONAL SMALL INDUSTRIES CORPORATION
NSIC EXHIBITION GROUNDS, OKHLA INDUSTRIAL ESTATE,
NEW DELHI- 110020**

NSIC MARKETING HUB OPERATIONS RULES

1. These Rules shall be known as NSIC MARKETING HUB OPERATIONS RULES and shall be effective from the date of its approval.
2. These Rules have been framed with a view to achieving the broad objective to enhance the role of NSIC in providing support/ assistance to micro & small entrepreneurs in marketing of their products, who otherwise can not afford to participate in bigger exhibitions due to high cost of participation. The proposed hub would serve both as a business to business (B to B) and business to consumer (B to C) model for the micro & small entrepreneurs.
3. Definition
 - a) "Chairman", means the Chairman Cum Managing Director (CMD) of The National Small Industries Corporation Ltd..
 - b) CGM/GM/DGM/Mgr. (EMC) means Chief General Manager, General Manager, (Event Management Cell) of the National Small Industries Corporation Ltd. who is heading the department.
 - c) "Corporation" and /or "NSIC" means The National Small Industries Corporation Ltd..
 - d) 'Allotment' means grant of licence to the participant to occupy a stall at NSIC Marketing Hub for use during such period as mentioned in the allotment letter issued by NSIC.
 - e) "Competent Authority" means the CMD of The National Small Industries Corporation Ltd.and /or any other officer authorized by CMD to perform as Competent Authority.
 - f) 'Service Provider' would mean any Agency who has been formally hired by NSIC to provide their services on contract basis, or on casual basis and/or under any written agreement in connection with the operation of NSIC Marketing Hub and would include their employee representatives for all purpose.
 - g) "Stalls /Kiosks" would mean any space whether structured permanently, temporarily, semi-permanently or where the display or sales are performed and open space for which fee has been charged by the Corporation at the fixed rates or has been allowed otherwise on promotional basis.
 - h) Manager of NSIC Marketing Hub will mean the officer managing the activities of EMC Division of the National Small Industries Corporation Ltd.

4. The following activities shall be operated by the NSIC at Marketing Hub
 - a) Promotion of Exhibition-cum-Sales of products manufactured by micro & small enterprises.
 - b) Holding of any other activity for the promotion of micro, small & medium enterprises within the meaning of "Objective of the Organisation" defined under the Articles and Memorandum of Association of The National Small Industries Corporation Ltd.

The above list is only illustrative and not exhaustive and will include all activities that are ancillary to the activities listed above. As such, anything that can be conveniently understood to be related to the promotional activities of NSIC can be taken over at the discretion of the Competent Authority.

5. NSIC shall operate and manage the activities of NSIC Marketing Hub by employing its own employees, by outsourcing /contracting out various jobs to any person /organisation professionally equipped with the requisite speciality required for such jobs and activities on the mutually agreeable terms.
6. Participation at NSIC Marketing Hub for any of the activities being allowed at NSIC Marketing Hub cannot be claimed as a matter of right.
7. Entry to the NSIC Marketing Hub shall be allowed to the visitor during any exhibition/event specified from time to time by the NSIC. However where the Competent Authority has taken a decision in the interest of NSIC not to permit any person visiting NSIC Marketing Hub, such person shall not be allowed to enter for such period as may be decided. Where no period has been stated it would mean that the entry in respect of such person is banned by competent authority till further decision.
8. The infrastructural facilities provided by the NSIC include built-up stalls made up of octonorm system. The number of stalls may increase or decrease depending upon the requirement / availability of space and viability as may be decided by the Competent Authority.
9. Keeping in view the operational exigencies and the commercial viability of the project each activity as far as possible, shall be operated and managed under a procedure as has been defined here below and shall be subject to review by the NSIC at the discretion of the Competent authority from time to time.
10. Manager (EMC) will be responsible for day to day working of the NSIC Marketing Hub and the decision taken by the Head of the EMC shall be final and binding.

11.Promotion of Exhibition-cum-sale of products manufactured by micro & small enterprises

In the Exhibition the sales of products manufactured by micro & small enterprises shall be allowed with a view to promote participation and increase awareness of the marketing hub and also expose the real entrepreneurs to the market and to encourage launching of new products and designs for trial and promotion.

The selection of the entrepreneurs shall be purely on merit and as per the procedure adopted by NSIC.

- (i) The space would be allotted to various categories of entrepreneurs which include women entrepreneurs, SC/ST, North Eastern Regions, Minorities, J &K/ Hilly area and entrepreneurs from general category etc. or can be offered to various Industry Associations/ Clusters. The space in cafeteria along with the open space would also be given to food stalls.
- (ii) The participation shall be decided purely on merit and against the applications received by NSIC and as per the procedure laid down therein.
- (iii) The participants shall be allowed to sell the products manufactured by them through the stalls allotted to them by NSIC for a specified tenure on payment of a fixed rent that may be decided from time to time.
- (iv) Each stall will be of at least 3m x 2m and will be having the provision as per details given below:
 - ? Area upto 6 Sqm/ 9 Sqm - 1 counter, 2 chairs, 1 power point 5/15 Amps, 3 spot lights and 1 waste basket.
 - ? Area upto 12/15 Sqm- 2 counters, 3 chairs, 1 power point 5/15 Amps, 4 spot lights and 1 waste basket..

For details of license fee refer Annexure-I. Display of the items will be allowed inside the stall only. Stall shall not be allowed to be extended with the help of plastic shades and or otherwise.

- (v) The stall shall be kept open during the normal operational timings of the exhibition shall be from 10.00. A.M. to 7.00 P.M. for the present and must be manned by the persons authorised to operate the stall. NSIC reserves its right to change the operational timings of NSIC Marketing Hub.
- (vi) The exchange of stall shall not be allowed. However, where the Manager, NSIC Marketing Hub is satisfied that such a change should be allowed, it can be done.

- (vii) The stall must be vacated on the last day of tenure for which it has been allotted to participants. No material shall be left behind by the participants in the open space, the stalls and /or on the stall after the completion of a tenure. The participants must arrange the transport at its/his/her own cost well in advance to take away the material/goods.
- (viii) NSIC Marketing Hub shall not bear any cost on account of TA /DA /Transportation charges of the participants /goods for their participation at NSIC Marketing Hub.
- (ix) The items must be carried to the stalls manually or on a light manually operated vessel fitted with wheels of inflated tyres and tubes only. Any loss caused to the properties of NSIC on account of carrying the stocks to the stall/counter shall be made good by the participants equal to the expenditure incurred by NSIC to carry out repairs on such damaged properties plus 25% of repair charges as penalty thereon.
- (x) Only products which meet the Government prescribed standards should be brought to cover sale and display for the entire period. The entrepreneur shall indemnify NSIC against any claims/suits filed by any customer/buyer with regard to the quality/quantity of products sold during the license period.
- (xi) No packaging material of plastic /any material should be allowed which is in violation of any law preventing the use thereof.
- (xii) Any statutory taxes enforced by the Govt. shall have to be paid as per the rules by the participants wherever applicable, directly to Govt. Agencies and NSIC shall not bear any obligations therefore.
- (xiii) No nail /hooks /ropes shall be allowed to be fixed at the stall to display their products or for any other purpose. Additional use of space shall be charged @ Rs. 50/- per sq. feet per day as penalty and once noticed the amount shall be charged for the entire period for which the stall has been allotted.
- (xiv) NSIC may reject the allotment of stall/licence to any participant in the following circumstances:-
 - a. The person has been found violating any rules of NSIC Marketing Hub in the past and or before /during the process of allotment of stall.
 - b. The person has misbehaved or caused to misbehave with the staff, the service providers and the visitors at NSIC Marketing Hub.
 - c. The person trying to bring in any kind of undue pressures to seek allotment and /or to enforce /omit any condition (Recommendation letters of any kind attached to application will be reckoned to be disqualification of the person in whose favour such a letter had been issued).
 - d. The allotment had been sought by producing fake or fraudulent documents of their identity and participation.
 - e. The participants refuses to disclose any information required from him in order to establish his identity.

- f. Those participants who are found absent from the stalls for the period of three days during the entire period and any person not otherwise authorised by NSIC is found at the stall.
 - g. The stall appears to have been shared or occupied unauthorizedly by any of the unauthorized person and/or is unauthorizedly exchanged.
 - h. The Participants fails to correct the shortcoming /irregularity in the display of items that is causing obstruction to the free movement of visitors and that might cause damage as per the view of Officer-in-charge of NSIC Marketing Hub to the properties of NSIC /to the visitors and fails to pay the penalties imposed /specified therefore.
 - i. If any participant unit is found to bring any explosives, arms or any thing otherwise not permitted by law.
- (xv) Any other reason as may be observed as disqualification by the Competent Authority.
 - (xvi) The NSIC may, however, allow the participant to explain his position in writing within 48 hours and /or correct the mistakes, if any observed by NSIC and in case the participant fails to rectify the mistake within the stipulated period, his/her/its allotment shall stand cancelled/revoked.
 - (xvii) Where the stall is closed or caused to be closed on account of any of the violation, the advance rent received will be forfeited and the participant will be blacklisted for at least three years.
 - (xviii) The general security on the Entry / Exit Gates will be provided by NSIC. However, the safety and security of the products will be ensured by the participants during the participation themselves on their own risk. As such they should get their stocks insured against theft, fire, flood, rain, natural calamities etc. at their own cost. The NSIC shall not be responsible for any compensation in case of loss due to fire, theft, rain, flood etc. since all the stalls are open without the provision of lock and key.
 - (xix) Cleanliness of each and every stall will be the top priority. All the participants must ensure the cleanliness of their respective stalls.
 - (xx) NSIC Marketing Hub shall be a "No Smoking Zone". Smoking and consumption of liquor shall be strictly prohibited at the project.
 - (xxi) The allotment of the stalls shall be for a fixed tenure and further extension may be granted at the sole discretion of Competent Authority for such a period as may be decided. However, any such request for extension shall be made by the unit/ participant seeking extension well in time before expiry of previously allotted period.
 - (xxii) That legal possession of the stall shall always remain with the NSIC No one from the participating units shall be allowed to enter or remain in the premises prior to or beyond the prescribed time period on any day.
 - (xxiii) NSIC shall finalise a uniform signages and colour scheme. No one shall be allowed to put up any glow signboard /hoardings without the prior written permission of the Competent Authority.

- (xxiv) The participant shall not be allowed to carry out any addition, alterations or structural changes in the stall nor be allowed to encroach the open land /space anywhere in any manner.
- (xxv) All the participants in the stalls shall remain neat and clean and properly dressed.
- (xxvi) That the participant shall be fully and solely responsible to pay Income Tax, Sales Tax, Entertainment Tax or any other Tax and levies including any cases or charges imposed by the Central Govt. /State Govt. /Local Authority.
- (xxvii) That the participant will not, at any time do /cause to be done or permit any nuisance in or upon said stall or anything which shall cause unnecessary annoyance /inconvenience or disturbance to the occupiers of any other stall in the neighborhood.
- (xxviii) NSIC / authorised representatives of local authorities shall have the right to enter and inspect the premises during the course of operation.
- (xxix) The participant shall abide by all the instructions /regulations issued by NSIC with respect to exit and entry of the material.

- (xxx) The NSIC shall have the right to withdraw /temporarily suspend the use of specified area of the premises due to security reasons. VIP movement or for meeting of any other statutory obligations.
- (xxxi) The participant shall indemnify the NSIC against any claim made or damage suffered by it by reasons of any default on the part of the participant.
- (xxxii) The licensee or its agents /servants shall not abuse the water sources and drainage facility in the premises so as to create a nuisance or in sanitary situation prejudicial to the public health.
- (xxxiii) If because of any reason, the licensee is unable to function or its business is affected, the NSIC shall not be liable for any losses which the licensee/ participant may suffer and in such event, the licensee shall not be entitled to any deduction in the licence fee payable to the NSIC.
- (xxxiv) Under no circumstances the payment/fees received by the NSIC from allottee/participant shall be returned to the allottee even if the allottee fails to occupy the stall.
- (xxxv) On the expiry of the initial period of allotment the participant/allottee shall be bound to vacate the stall immediately and in case the allottee fails to vacate the stall and remove its/his/her goods the participant/allottee shall be liable to pay penalty at the rate of 25% of the licence fees/charges for the initial period of 3 days and thereafter the penalty will be 50% of the license fees/charges in addition to the regular charges of allotment.

12. **Power to Interpret the Rules**

If any issue relating to the interpretation of these Rules, arises, the decision of Competent Authority thereon shall be final and binding on the participant/ licensee.

13 **Amendments**

These Rules may be amended by NSIC from time to time as may be considered necessary by the Corporation. All amendments or modifications made in these Rules, shall be notified from time to time and pasted on the Notice Board.

14. **Power to Relax**

Where the Competent Authority is of the opinion that the operation of any of these rules may cause undue hardship to any person, as the case may be, may, by order, for reasons to be recorded in writing, relax the requirements of that rule to such extent and subject to such conditions as it may consider necessary for dealing with the case in a just and equitable manner.

15. **Arbitration**

Any dispute or claim arising out of or relating to the allotment or breach of any terms or conditions of the NSIC MARKETING HUB OPERATIONS AND RULES - 2008, shall be settled by arbitration.

Upon receipt of notice by either party with respect to any dispute arising out of the allotment of stall or any matter related thereto, shall be referred to an arbitrator nominated by the Chairman-cum-Managing Director or Director of NSIC. The arbitrator so appointed shall be an officer including a retired officer of NSIC and there will be no objection to it from any party/participant. The award of the CMD/Director or of the other above referred person so appointed by him shall be final and binding on the parties to this contract.

16. **Notices**

That any notice under the terms of the allotment of stall shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorised representative giving such notice. All activities including day to day management, billing, termination etc. will be carried out from the office of the Chief General Manager (EMC), NSIC or by his duly authorised representative.

Notice shall be addressed as follows:

If to NSIC at the following address:
Chief General Manager (EMC),
NATIONAL SMALL INDUSTRIES CORPORATION LTD.,
(A Govt. of India Enterprise),
NSIC Bhawan,
Okhla Industrial Estate,
NEW DELHI-110 020

If to the allottee, at Address as given by licensee in application.

**MARKETING HUB
NSIC EXHIBITION COMPLEX,
OPPOSITE KALKAJI TEMPLE,
OKHLA INDUSTRIAL ESTATE, NEW DELHI**

LICENSE FEE FOR ALLOTMENT OF STALL

LICENSE FEE

The details of the license fee for different stall sizes applicable for the period January' 2009 to April' 2009 are as per the table given below:

S.no.	Stall Size (Sqm)	License Fee per Sqm per day exclusive of service tax (Rs.)
1.	6	120.00
2.	9	180.00
3.	12	240.00
4.	15	300.00

(Service tax as applicable, shall be charged extra)

DISCOUNT

Special discount on the license fee mentioned above shall be given to the entrepreneurs belonging to following special categories:

- (i) SC/ST (ii) Women (iii) Minorities (iv) J&K and hilly area
(v) Tribal area (vi) North East Region

The above license fee shall be inclusive of a stall built up of octonorm system with the provision of chairs/ tables, lighting arrangement, power supply as per details mentioned in clause 11 (iv) of "NSIC Marketing Hub Operations Rules" and parking facility.