

TERMS & CONDITIONS

NSIC

ISO 9001:2008

NATIONAL SMALL INDUSTRIES CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

OKHLA INDUSTRIAL ESTATE

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NSIC EXHIBITION COMPLEX

SALIENT FEATURES

- * Situated in the Heart of South Delhi Near Kalkaji Mandir
- * **1500 sq.mtrs. Built up area**
- * 16000 sq.mtrs. Open space with hard standing base
- * 20,000 sq.mtrs. additional open space for hangers
- * Facility of Cafeteria including open theater
- * Separate Entry and Exit Gates
- * Ample parking space
- * 500 KVA Un-interpreted Power Supply through DG set
- * 24 hours water supply
- * Facility available for Conferencing and Business Meetings

LICENSE FEE:

AREA	PEAK PERIOD RATES Per sq. mtr./per day (10 am to 9 am) (1 st October to 31 st March)	LEAN PERIOD RATES Per sq. mtr./per day (10 am to 9 am) (1 st April to 30 th September)
Built-up Area (Non-AC)	70.00	30.00
Open Space	40.00	20.00

Licence fee for Foreign Organizer - US\$ equivalent to Indian Rupees + Service Tax on Licence Fee as applicable

The license fee will be charged according to the gross covered area. And it will include general / street lighting expenses and general security on the gates & in and around NSIC Complex only.

NSIC will confirm to the "organizer" about the availability of space on receipt of payment from the 'organizer' as per payment schedule given below:-

PAYMENT SCHEDULE

(a) 25% Booking amount – at the time of booking of space

75% balance amount - before one month.

(however in case extra space is occupied based on actual measurement, the final invoice for the payment will be raised and payment due if any, by the organizer, should be remitted during event days.

100% power charges before taking over possession.

(b) Licence fee will not be refunded by NSIC in case of cancellation of Exhibition / Event by the 'organizer'.

(c) The payment will be made by the 'organizer' to the N.S.I.C. through Demand Draft / Pay order only payable in favour of The National Small Industries Corporation Ltd. ,New Delhi along with prescribed application for space booking duly filled in and signed by the 'organizer' or its authorized representative.

HANDING AND TAKING OVER OF EXHIBITION AREA

The area will be handed over subject to the following:

- (i) Receipt of full licence fee etc.
- (ii) Approval of Layout Plan.
- (iii) Approval of Agencies involved during the licence period.
- (ii) Receipt of _____ entry passes in VVIP Category.
- (ii) Receipt of _____ entry passes in VIP Category.
- (iii) Receipt of _____ entry passes in General Category.
- (v) Receipt of “**All Access Badges**” for Venue Head and his Deputy.

The exhibition area for the purposes of organizing events/trade fairs etc. shall be handed over by Event Management Cell, NSIC on “ as is where is” condition to the authorized representative of the Organizer at 10.00 am on the date specified in the approval letter issued by NSIC. Name and signature of the person authorized to take the possession should be conveyed in writing to NSIC.

The organiser should ensure to bring to the notice of concerned NSIC Officer about any damage etc. in writing before taking over the possession.

Complimentary Period for Construction and for Dismantling (Under Revision)

TAKING OVER THE EXHIBITION AREA

The organizer shall hand over the space licenced for organizing event by 9.00 am on the date specified in the approval letter of NSIC.

PENALTY

In case the organizer continues in 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. The admissible discount, if any, shall be withdrawn by the N.S.I.C.
- b. 50% increase in the licence fee shall be levied for the extended period upto 10 days in case the 'organizer' does not hand over the licensed space within the period of ten days and thereafter 100% licence fee shall be levied on the 'organizer' for every ten days. Such penalty payable by the 'organizer' will be calculated on the basis of total gross area occupied by the 'organizer'
- b. Organizer's infrastructure including display aids and material used for hangers if any will 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 organizers before same are released on "As is Where is Basis" without any liability whatsoever on NSIC.
- c. In case the organizer does not approach to the NSIC for release of their infrastructure including display aids and materials used for hangers within 30 days , by clearing all the dues including penalty, then in such case the NSIC shall have full power to sell such infrastructure including display aids and material used for hangers by way of auction by private treaty for which the organizer shall have no objection. The sale proceeds shall be adjusted against the out standing dues including penalty.

d. Charges for Power Consumption

Charges for power shall have to be deposited by the 'organizer' with the N.S.I.C. at least 15 days before the commencement of the event /exhibition/ licence period at the rate prescribed below. The 'organizer' must submit the request for these services at least one month before the event/exhibition.

Power Charges

- @ Rs.120/- per KW per day for the connected load.
- @ Rs.180/- per KW one time connection charges.
- 5% contingencies charges.
- 10.30% service tax.

Water Charges - Rs.5000/- per day + 10.30% service tax

CAFETARIA - Rs.5000/- per day + 10.30% service tax.

PHOTOGRAPHY

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

PARKING Parking space on complimentary basis will be allotted for parking of the vehicle of the organizers, exhibitors and visitors.

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 will make security arrangements through renowned and approved Security Agencies only.

SERVICE AGENCIES

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

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, act of God including the damaged if any caused to the NSIC and its property and such other risks normally insured by exhibitors / or as the organizers may 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).

LAYOUT PLANS, CONSTRUCTION / DECORATION AND DISPLAY ARRANGMENTS

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

1. The organisor will 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 of the exhibition must clearly show all such features.

4. The 'organizer' while preparing the layout of exhibition shall consider the guidelines mentioned in the succeeding paragraphs.

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 will be ensured that passages are kept free of any display aids/ exhibits.

Stand construction will be independent of the walls, columns and roof of the halls/exhibition center.

5. 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 arrangement. 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 Exhibition Division of NSIC.

6. The organizer will 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 will 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.

TERMS & CONDITIONS FOR ORGANISING EXHIBITIONS

Confirmation of space booking will be done on receipt of 25% Licence Fee from the 'organizer' with written commitment to make payment as per the schedule of payment. 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. NSIC will hand over the possession of Hall/space and open area only after receiving full payment from the 'organizer'.

The 'organizer' shall be liable to make payment to the N.S.I.C. before the close of event for utilization of any other additional facilities / services during the currency of the exhibition.

If the 'organizer' as per payment schedule does not clear dues, the exhibition materials will not be allowed to be taken out of NSIC Premise 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 for such delay.

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

1. The 'organizer' shall not take out any material from the N.S.I.C. Exhibition Complex without obtaining written clearance to issue 'out passes' issued by N.S.I.C. authorities.
2. A team of NSIC officers will visit the site of the exhibition and if any violation of the Guidelines is found compensatory payment shall be imposed on the 'organizer' and the contravening booths/structures will be dismantled at the cost and risk of the 'organizer'. In case of serious violations N.S.I.C. will be at liberty to close down the exhibition keeping in view the safety of the public.
3. The 'organizer' will 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.
4. The 'organizer' can use the NSIC Logo in publicity material of the event with prior written permission of N.S.I.C. For this, 'organizer' will submit proposal well in advance along with publicity material / text. The N.S.I.C. shall have a liberty to allow or disallow the proposal.
5. The Organizer will 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' leave behind such items, it will result in the Organizer being billed for removal and disposal of the same. Such bill / bills is subject to adjustment against the Security Deposit.
6. 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 in this regards.
7. 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' will be solely responsible for any violation of the applicable laws and he shall keep N.S.I.C. indemnified against any liability in this regards.
8. 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.

9. In case of violation by the 'organizer' of any Guidelines specified above or specified by any other Law Enforcing Agency, N.S.I.C. 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 N.S.I.C.
10. The NSIC reserves the right to cancel, withdraw the licensing arrangement without prior notice in the event of unforeseen /unavoidable circumstances or for non-compliance of payment schedule.
11. The 'organizer' shall indemnify NSIC from any claims from their exhibitors, contractors, service providers, visitors /others arising out of any account /reason whatsoever.
12. In the event of violation of these rules, NSIC shall have the right to close down the pavilion and no refund of licence fee and other deposit shall be allowed.

PUBLIC SAFETY / MISCELLANEOUS

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

1. Cooking will not be allowed inside the exhibition halls/licensed area. Due care of hygiene and sanitation will be maintained in and around exhibition halls by the 'organizer'
2. Public safety is of paramount importance. The organizers will ensure regulated inflow of visitors to the halls and ensure no untoward incident takes place. The organizers will post trained personnel to manage visitors' movement properly.
3. Adequate first aid services /paramedical services will also be arranged by the 'organizer'.
4. The 'organizer' will be responsible to ensure safety of workers inside NSIC Exhibition Complex/licensed area for which all precautionary steps will be taken by the 'organizer'.
5. No gas stove and other implements using live flame will be permitted within the NSIC Exhibition Centre for the purpose of any demonstration by the 'organizer'.
6. The organizers will ensure that no exhibitor keeps any hazardous chemicals, gases, and fire arms in the stalls.

7. The organizer will keep required number of fire extinguishers and maintain fire-fighting instruments within exhibition site as per safety regulation at his/its own cost. Use of fire hazard material like thatch, dry grass and other similar inflammable material is not permitted. The 'organizer' for construction and decoration of booths will use only fire retardant material.
8. Sound engineering practice will be employed by the 'organizer' for work of electrical wiring from the main switches to the lights and other fixtures.
9. The 'organizer' will carry out all electrical wiring work only by licensed electrical contractors.
10. Each stall will 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 will 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. The Organizer undertakes not to draw electric power in excess of the requirement projected to NSIC and released by NSIC for the purpose.
15. Only spotlights are to be used by the 'organizer' for stall lighting. Halogen and other floodlights are not to be used by the 'organizer'.
16. 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.
17. The organizer will be liable to restore or pay restoration charges, if any, on account of damage to NSIC property.

DISPUTES

(a). If any dispute or difference arises between NSIC and the Organizer with regard to 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 venue of the Arbitration shall be at Delhi.