

**National Science Centre  
(National Council of Science Museums)  
Near Gate No.1, Pragati Maidan  
New Delhi - 110001**

**Ph: 011-23371945, 23371893. 23378894  
Fax: 011-23371263 (telefax)**

**NOTICE INVITING TENDER FOR SOUVENIR / GIFT CORNER  
IN NSC, Delhi and its satellite units**

Sealed tenders are invited from interested experienced agencies for running Souvenir / Gift Corner at the following Science Centres/City on Leave & License basis. Licensee shall sell through Souvenir /Gift Corner scientific and educational materials such as books, periodicals, magazines, cassettes, CDs, scientific educational kits & toys, souvenirs, craft materials etc.

<b>Sl. No.</b>	<b>Name of the centres/city</b>	<b>Location</b>
1.	National Science Centre	Near Gate No.1, Pragati Maidan, Bhairon Road, New Delhi-110001
2.	Regional Science City	Aliganj Extension, Sector-E, (Ekta Vihar), Lucknow-226024
3.	Kurukshetra Panorama and Science Centre	Pehowa Road, Kurukshetra-136118

Interested agencies may collect tender papers from the above address or download from our website [www.nscdelhi.org](http://www.nscdelhi.org) on or before 24-05-2017 and submit the completed tenders up to 26-05-2017 **at 3.00 p.m.** The tenders will be opened on 26-05-2017 **at 3.30 p.m.** Tenderers may be present.

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**CONTRACT FOR OPERATING SOUVENIR/GIFT CORNER ON LEAVE AND  
LICENSE BASIS IN NSC, DELHI AND ITS SATELLITE UNITS**

**NOTICE INVITING TENDER**

Sealed tenders superscribed "Tender for operating Souvenir/Gift Corner on leave and license basis" are invited from shortlisted Agencies for running Souvenir/Gift Corners (03 nos.) situated inside the premises of Science Centres/City buildings and for bidding "license fee" payable by the tenderer for the same. The Licensee shall sell through the "Souvenir/Gift Corner", articles of interest to the visiting public and student community namely,

- a) Educational games and toys
- b) Books on Science & Technology
- c) Scientific periodicals & magazines
- d) Educational cassettes / CDs / DVDs / Videos / Software
- e) Photo cards, sticker labels, stationery items, posters, charts, slides etc.
- f) Scientific kits, e.g. Sundials, periscopes, telescopes, miniature telescopes and microscopes, Compasses, Gyro, Kaleidoscope, magnets, lenses, Gyro models, ready to assemble kits, circuits, etc.
- g) Biological models, specimens, slides, etc.
- h) Scientific and technical curios explaining principles of science
- i) Geological specimens
- j) Science apparatus
- k) T-shirts, caps or other souvenirs on Science Centre / Science themes
- l) Souvenirs developed by Science Centres / NCSM on mutually agreed terms at the price fixed/set by the Centre

Shortlisted parties may collect the tender papers and agreement forms from National Science Centre, Delhi or download from our website [www.nscdelhi.org](http://www.nscdelhi.org) on or before 24-05-2017. Party/parties who have downloaded the tender document from the website is/are required to pay Rs.100/- as cost of the tender document in the form of Demand Draft/Pay Order separately in favour of National Science Centre, Delhi, failing which their tender will not be considered. The tenders will be received up to 26-05-2017 at 3.00 p.m. and opened on the same day at 3.30 p.m. Tenderers may be present.

## INSTRUCTIONS FOR FILLING THE TENDER

01. The instructions and specifications given herein in the tender documents will be strictly binding on the tenderers and deviation, if any, shall make the tender or tenders liable to be considered as invalid. Tenders incorporating additional conditions are liable for rejection.
02. Tenderers are requested to submit their offers as per the general terms and conditions, the proforma of agreement and a declaration duly signed on all pages with official seal in token of their acceptance.
03. Tender should always be placed in double sealed covers, superscribing "Tender for operating Souvenir / Gift Corner on leave and license basis, due for opening on 26-05-2017 at 3.30 P.M". Offers sent by fax / email etc. will not be accepted.
04. The tenderer shall fill up the offer form in addition to general terms and conditions, proforma agreement and declaration and submit the same along with their offer in sealed envelope duly signed with official seal in all pages as token of their acceptance of the terms and conditions for their offers.
05. Incomplete offer, i.e. offer received without prescribed offer form, general terms and conditions, proforma of agreement and declaration duly signed with official seal on all pages will be rejected straightaway without any reference to the tenderer.
06. Conditional offer shall not be accepted.
07. Tenderers shall submit along with the offer the following documents:
  - i) Xerox copy of current and valid trade licence.
  - ii) Xerox copy of valid Income Tax Clearance Certificate.
  - iii) Xerox copy of the ST/CST Registration Certificate.
08. Overwriting in the offer form is not permitted and shall be rejected straightaway without any reference.
09. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable to rejection on that ground alone.
10. National Science Centre, Delhi does not bind to accept the highest bid and/or lowest tender, reserves the right to accept or reject any or all tenders or partially accept any of them without assigning any reason.

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**OFFER FORM**

**TENDER FOR OPERATING SOUVENIR/GIFT CORNERS  
AT NATIONAL SCIENCE CENTRE, DELHI AND ITS SATELLITE UNITS**

I / We have read, understood and accepted all the terms and conditions applicable for operating Souvenir / Gift Corner as laid down by National Science Centre, Delhi in the relevant tender document.

I / We hereby offer to pay to National Science Centre, Delhi a non-refundable license fee of ₹ ..... ( ₹ ..... ) only, per year, for operating Souvenir / Gift Corner as per the terms and conditions laid down in the agreement made for this purpose as follows:-

Sl. No.	Name of the Museum/Centre	Amount of License fee P.A.
1	National Science Centre, Delhi	
2	Regional Science City, Lucknow	
3	Kurukshetra Panorama and Science Centre, Kurukshetra	
	Total (In words.....)	

I / We also agree to pay electricity charges fixed by the authorities of the Centres/City as per the said agreement and also pay ten percent of the license fee for two years towards Security Deposit for due performance and complete compliance of the terms and conditions laid down in the agreement.

My / Our business particulars are as follows:

- i) Name(s) of the Tenderer : \_\_\_\_\_
- ii) Permanent Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER  
FOR OPERATING NSCD/RSCL/KPSC SOUVENIR / GIFT CORNER ON  
LEAVE AND LICENSE BASIS**

01. Tenderers shall have good working experience in running similar kind of Souvenir / Gift Corner.
02. The tenderers shall not be a close relative of any employee of the Centres/City (Close relative means Father, Mother, Brother, Sister, Son, Daughter and Spouse) nor where any such close relatives are associated with the tenderers as Proprietor / Partner /Share Holder /Director and like of the tenderers.
03. Successful tenderers shall be required to enter into an agreement with the Centres/City governing the terms and conditions of the license on non-judicial stamp paper as per the proforma enclosed.
04. The tenders should be accompanied by a Demand Draft of Rs.5,000/- (Rupees five thousand only) in favour of National Science Centre, Delhi drawn on New Delhi towards Earnest Money Deposit and the Earnest Money shall be refunded to unsuccessful tenderers for which no interest shall be payable.
05. The Licensee shall be responsible for the maintenance of the space along with the equipment, gadgets, fixtures and furniture in perfect condition and should be neat and clean and absolutely systematic.
06. The successful tenderers shall submit the following documents and payments within 3 (three) days from the date of award of the license.
  - i) Duplicate copy of the Letter of award of License shall be duly signed and stamped by the Licensee as a token of acceptance of the service contract.
  - ii) Original copy of this Agreement / Deed of License governing the terms and conditions of the Contract on non-judicial stamp paper as per the proforma enclosed.
  - iii) Payment of Security Deposit of 10% of License fee of 2 years for due performance and complete compliance of the terms and conditions of the tender.
  - iv) Payment of 50% of the total annual licence fee in the form of a Bank Draft in favour of National Science Centre, Delhi and payable at New Delhi.

**TERMS AND CONDITIONS FOR RENDERING SERVICES FOR  
RUNNING SOUVENIR / GIFT CORNER ON LEASE AND LICENSE BASIS  
IN CENTRES/CITY UNDER NSCD**

01. National Science Centre / Licensor will permit the licensee to use a space in the Centres/City building or in open space having 10 sq. mtr (approx.) area in centre/city owned and occupied by the Centres/City as Souvenir / Gift Corner more specifically described in the schedule of the Agreement / Deed of Lease.
02. The licensee shall pay in advance to NSCD/Licensor a non-refundable license fee for Rs..... annually for such use and facilities provided for, more fully described in the Schedule of Agreement and also pay for the electricity and for this purpose a separate energy meter will be provided. However, in the absence of such meter, the licensee will have to pay electricity charges at a rate mutually agreed and calculated on the basis of average consumption. The electricity that will be supplied to the licensee from the licensor's source for which the licensor shall take reasonable care to maintain adequate supply but the licensor shall not be liable for any damage or loss which may be caused by any deficiency in electric supply and the licensee will not be entitled to any remission or compensation for such damage.
03. The license will be valid for 2 years which may be extended upto 5 years subject to satisfactory operation as per the agreed terms and conditions. The Licensee will have to pay 10% extra of Annual License Fee every year after completion of two years if their contract is extended for 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year. This agreement is liable to be cancelled at any time if the licensee fails to abide by the agreed terms and conditions.
04. The licensee will not use the said space and facilities provided for specifically for the purpose of Souvenir / Gift Corner on lease and license basis in NSCD/RSCL/KPSC for any purpose other than the purposes specifically agreed upon. The licensee shall not sublet this contract either partly or in whole by any means whatsoever. The Licensee shall sell through the "Souvenir/Gift Corner" articles of interest to the visiting public and student community namely,
  - a) Educational games and toys
  - b) Books on Science & Technology
  - c) Scientific periodicals & magazines
  - d) Educational cassettes / CDs / DVDs / Videos / Software
  - e) Photo cards, sticker labels, stationery items, posters, charts, slides etc.
  - f) Scientific kits, e.g. Sundials, periscopes, telescopes, miniature telescopes and microscopes, compasses, gyro, kaleidoscope, magnets, lenses, gyro models, ready to assemble kits, circuits, etc.
  - g) Biological models, Specimens, Slides, etc.
  - h) Scientific and technical curios explaining principles of science
  - i) Geological specimens
  - j) Science apparatus
  - k) T-shirts, caps or other souvenirs on Science Centre
  - l) Souvenirs developed by Science Centres/NCSM on mutually agreed terms at the price fixed/set by the Centre

05. The Licensee shall not store any inflammable / explosive material within or outside the premises of the Souvenir / Gift Corner.

The licensee is also forbidden to store any drugs or deleterious materials likely to cause pollution or safety hazard to the public visiting the premises at any time.

06. The Licensee or any of his / her sales person shall not sell pan, panmasala, tobacco or alcoholic drink within the premises of the Museum.
07. The licensee shall store and display the Souvenir / Gift items in a very attractive manner. The required storage almirahs and display cabinets have to be provided by the Licensee at his own cost.
08. The Souvenir / Gift Corner shall be put up by the licensee in the area earmarked in the premises of the Centre/City from his own money. The size of the area allowed is 10 sq. mtr. (approx.) The area should be maintained in good condition. The area shall be provided only with basic lighting & ceiling fans.
09. The Souvenir/Gift Corner items shall be made available to the visitors by the Licensee at prices not exceeding the normal retail price prevailing in the market.
10. The cost of Leave & Licence agreement shall be borne by the Licensee.
11. Souvenir / Gift Corner shall be put up by the Licensee at his own cost and shall be dismantled and removed within seven days of closure of the period of licence or on termination of Licence without damaging the site and the Licensee shall hand over peaceful vacant possession of the areas, as licensed out, to the Licensor.
12. All the taxes, assessments and outgoings payable from time to time to the Government Departments shall be paid by the licensee. License if any required should be taken at his own cost. The Centre/City will not arrange or assist for the same.
13. The Licensee shall maintain adequate fire fighting arrangements within the Souvenir / Gift Corner area in order to be able to combat any fire emanating from the stall allotted to them. In the event of any damage or loss to any property whatsoever of the Centre/City due to negligence and / or non-compliance of the fire regulations by the Licensee, the same shall be compensated by the Licensee suitably as determined by the Licensor.
14. The establishment of the licensee shall be separate from the establishment of the Centre/City for all purposes and in all respects and in no case any kind of liability of the licensee will be borne or shared by the Centre/City. The licensee shall be responsible for indemnifying the licensor for any such past, present or future liabilities.

15. The Licensee shall not erect or install any temporary structure or fixture inside the Souvenir / Gift Corner premises or outside it without specific written approval of the licensor.
16. In respect of all persons engaged for running the Souvenir/Gift Corner directly or indirectly by the Licensee or under the licensee, the licensee shall be considered as their employer and the licensee shall also be considered as principal employer as per Contract Labour Regulation Act. The successful Licensee shall pay not less than fair wages and shall abide by all and every kind of legislation that are incidental to and concerned with such deployment of persons for the time being for running the Souvenir / Gift Corner.
17. The licensee shall observe duly at all times the provision of the Employment of Children Act and any other enactment made in this regard.
18. The licensee, for the purpose of fulfilling his obligations may deploy his own employees as sales persons who must be medically fit with no contagious diseases, shall have good character and fit for work in a Centre/City Souvenir / Gift Corner where high quality public service is expected. For such engagements, the licensee shall submit the names and credentials of his servants duly certified by the local Police to the Licensor for approval for the sake of security of the Centre/City. The Licensor shall, on receiving such names from the Licensee, issue photo / passes to a specified number of employees of the Licensee who shall have free access to the Centre/City premises on production of such photo-passes. The passes shall be prominently displayed by the pass-holders while entering into and remaining within the Centre/City premises. All such passes shall be valid only for entry on official purposes and access of the Licensee and / or its authorised representative shall be restricted to the business area of the Licensee and not into any other area debarred by the Licensor.

The Licensee including all persons deployed or engaged by the Licensee in any manner shall abide by the security norms of the Centre/City and shall be liable for scrutiny, physically or otherwise by the security men of the Centre/City. The licensee and all such persons and his staff shall not reside inside the campus.

19. The licensee is liable to pay compensation for any damage to the Centre/City properties caused by him or his staff. The extent of such compensation shall be determined by the Licensor.
20. The personnel deployed by the Licensee within the Centre/City premises shall always wear clean uniforms, inscribing the names of the Licensee as well as the Licensor and shall deal with the visitors and Centre/City officials with polite and courteous behaviour and shall maintain absolute integrity, failing which, the erring staff of the licensee shall be withdrawn from the Centre/City premises forthwith on receiving a written complaint from the Licensor.

21. The licensee should not sublet the premises to others.
22. The successful licensee shall have to execute an Agreement / Deed of Licence (proforma for which is enclosed) within 7 days from the date of order giving acceptance of his tender and pay to the licensor 50% of the offered license fee within 7 days from the date of such order and the balance amount within one month from the date of execution of this agreement. If the licensee fails to deposit the amount of licence fee his E.M.D shall be forfeited and the offer will be cancelled. The License fee for the 2<sup>nd</sup> year shall be paid by the Licensee to the Licensor, in advance, before the expiry of the first year licence period.
23. The charges for electricity shall be paid by the licensee to the Licensor on monthly basis starting from one month after the execution of the agreement. Failure in payment of such charges within the first 10 days of the month will result in imposition of interest @ 1% of the bill value per week.
24. No compensation will be entertained for the loss of business on the days during which any repair works are undertaken in the Centre/City.
25. The Souvenir/Gift Corner will be kept open to the public during public hours of the respective Centres/City. The Centre/City is closed only on 2 days in a year. The Centres/City is opened on Saturdays & Sundays in addition to weekdays.
26. The licensee shall have to start the operation of the Souvenir/Gift Corner in full swing within 30 days from the date of execution of the agreement.
27. The licensee shall have to deposit an additional sum equivalent to 10% of the licence fee (Rs.....) for the performance of entire tenure of 2 years as security deposit for the due and complete compliance of the provision of the terms, conditions and agreement. This deposit shall be made by bank draft and no interest will be paid on the deposit for the period the licensor retains it.
28. The licensee shall comply with all and every requirements of the various statutory authorities for running the Souvenir / Gift Corner.
29. Provided nevertheless that this agreement may be terminated by either party giving to the other not less than 3 calendar month's notice in writing in that behalf without assigning any reason therefore for which no damage or compensation shall be claimed by either party.
30. If the licensee makes default in payment of licence fee or any sum for which licensee is liable to pay to the licensor, the licensee shall be liable to pay interest @ 18% compounding monthly from the date of default to that of actual payments.

31. The licensor, on violation of any of the terms and conditions of the Agreement/Deed of Licence may at his opinion determine the agreement at any time after 15 days clear notice and for such determination of agreement, the licensee will not be entitled to any remission, compensation or damage.
32. The licensee for any display in the nature of sign boards, display of rate list and like, shall commensurate with overall display of the Centre/City and only on specific approval in writing by the licensor. The specific space of the Centre/City where such display shall be made also require specific written permission of the licensor.
33. If any accident occurs in the course of currency of this licence, the licensee shall be fully responsible for the payment of compensation etc., as per the Workmen's Compensation Act or any other act / rules. NSCD will not be responsible for the same and will not be liable for consequences arising out of the same.
34. If any arrears arising out of this licence, is due from the licensee after the completion of the licence period termination or revocation of licence, as the case may be, and if the licensee fails to remit the same on demand within a reasonable time specified, the same will be adjusted from the Security Deposit or refundable portion of it. If still, any other amount is due, the same shall be arranged to be recovered from the licensee as arrears of paid revenue as per the Revenue Recovery Act.
35. If the licensee drops out before the completion of the tenure, the Security Deposit and the licence fee paid in advance will be forfeited and a fresh Leave & Licence arranged at his Risk and cost.
36. The functioning of the Souvenir / Gift Corner should in no way interfere with the normal work of the Centre/City.
37. The name of the licensee shall be "Souvenir / Gift Corner" prominently displayed in Hindi, English and Regional languages. The Corner shall be non-political in nature. The surrounding of the Corner should be kept clean, all rubbish and waste material should be collected in a neat plastic bucket and disposed off at the place shown by the Officers of the respective Centre/City.
38. **The Souvenir / Gift Corner should not be used for any political meeting or other purpose and no party flags or other flags should be displayed there.**
39. The Licensor is not responsible for any damages to the products or structure of the Licensee due to electric power failure, theft, fire, etc.
40. No compensation for any electrical faults in the Corner shall be paid by the Centre/City.

41. Internal electrical wiring to any extra lamps, fans to be done by the licensee with the approval of the Licensor.
42. Authority of NCSM reserves the right to accept or reject any or all the tenders, if necessary, without assigning any reason whatsoever.
43. The location of the Souvenir/Gift Counter will be decided by the Head of the Centre/City.

**AGREEMENT / DEED OF LICENCE FOR OPERATING SOUVENIR/GIFT  
CORNER AT NSCD CENTRES/CITY**

This article of agreement made at ..... this ..... day of ..... between National Science Centre, Museums, a unit of National Council of Science Museums, an autonomous organization working under the Ministry of Culture, Govt. of India having its registered office Near Gate No.1, Bhairon Road, Pragati Maidan, New Delhi – 110011 (hereinafter referred to as the LICENSOR, which expression unless repugnant to the context shall mean and include its executors, successors, administrators and assigns) ON THE ONE PART and .....having its registered office at ..... (hereinafter referred to as the LICENSEE, which expression unless repugnant to this context shall mean and include their respective heirs, executors, administrators, successors and assigns) ON THE OTHER PART.

WHEREAS the licensee has offered and applied for grant of licence for running the Souvenir/Gift Corner at the premises of the Licensor in its 03 science centres/city over the space for which the Licensor is the owner and occupier as described in the first schedule as per the terms and conditions set out in the Notice Inviting Tender which is annexed hereto as well as the conditions agreed to hereinafter in this Agreement / Deed of License.

AND WHEREAS the Licensor hereby licenses and authorises the Licensee during short and specific tenure of continuance of the license to run the Souvenir / Gift Corner on the specified space provided for on the specific terms and conditions stated hereinafter this Agreement / Deed of License.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the payments to be made by the Licensee to the Licensor and subject to all the terms and conditions specifically stated in the Notice Inviting Tender which both the parties agreed to as the agreed terms and conditions forming a part of this Agreement / Deed of License.
2. The Licensee shall pay to the Licensor such sum as shall become payable at the time in the manner specified in the said terms and conditions.
3. That the Licensee has to bear the electricity charges over and above the payment of license fees specifically mentioned in the said terms and conditions.

4. The Licensee shall *during* the continuance of this agreement / tenure of the licence be allowed to enter upon such premises of the Centre/City building as the authority of the Licensor of the respective Centre/City may authorize for the purpose of running the Souvenir / Gift Corner for sale of the items specified in the Notice Inviting Tender to the visitors during the specified working hours.
5. The Licensee hereby agrees to obtain all licenses / permission from the appropriate authorities which he is required by law to obtain and renew such licenses / permission from time to time during the period of this licence and at all times remain subjected to observance of the terms and conditions of such licence / permission.
6. The Licensee shall for the purpose of fulfilling his obligation under this covenant deploy servants who will be of good character, medically and physically fit, well behaved and skillful in their performance apart from all other terms and conditions specifically agreed to.
7. The Licensee hereby agrees to indemnify the Licensor from and against all actions, claims and penalties which may be suffered by the Licensor on the part of Licensee, his servants and agents on any count whatsoever in any manner.
8. This agreement comprises of running of a Souvenir / Gift Corner for sale of articles of interest to the visiting public and student community as specified in the Notice Inviting Tender and all subsidiary duties and services connected therewith for running the Souvenir / Gift Corner, even though the same may not be very specifically mentioned in the said terms and conditions.
9. Any disputes or differences whatsoever arising between parties out of this agreement shall be resolved through mutual discussions. In case, the dispute is not resolved mutually, the matter shall be referred to the sole arbitration of a person to be appointed by the Director General, National Council of Science Museums. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The arbitration shall be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

1<sup>st</sup> Schedule : (10 sq. mtr. (approx.) built up or open area and room earmarked for Souvenir Corner and for storing the souvenirs in following Centres/City):-

Sl. No.	Name of the Centre/City
1	National Science Centre, Delhi
2	Regional Science City, Lucknow
3	Kurukshetra Panorama and Science Centre, Kurukshetra

2<sup>nd</sup> Schedule : Terms and conditions of Tender

In witness whereof the parties hereto have set their respective hands the day and the year herein mentioned.

Signed for and on behalf of the Licensor

Signed by the Licensee

Controller of Administration

(Name of the party)

In Presence of

In Presence of

(1) \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

## **DECLARATION**

Date:

This is to certify that I / We have no close relative as an employee of the National Science Centre, Delhi and its satellite units at Lucknow and Kurukshetra (close relatives means: Father, Mother, Brother, Sister, Son, Daughter and Spouse) nor any such close relatives are associated with us as Proprietor / Partner / Share Holder /Director and like.

Signature of the tenderer(s)

Address :

Official seal with date :