

Intelligent Communication Systems India Ltd. (ICSIL)

**A Joint Venture of TCIL (A Govt. of India Enterprise) & DSIIDC (An Undertaking of Delhi Govt.)
Administrative Building, 1st Floor, Above Post Office,
Okhla Indl. Estate, Ph.-III, New Delhi -110020.**

No:ICSIL/02/202/IMFL L2 VENDS-TENDER/ Dated: 16.04.2012

TENDER FORM

Last date of submission of Tender : 25.04.2012 by 2:30 PM
Opening of Commercial Bid : 25.04.2012 by 3:30 PM

TERMS AND CONDITONS

Intelligent Communication Systems India Ltd., (ICSIL) invites sealed quotations from various eligible firms engaged in undertaking job work of Display and Signage Boards, Advertisements and Renovations of various Liquor shops generally known as L2 Vends situated all over Delhi on turnkey and revenue sharing basis.

The quotation will be opened as per date and time given above in the presence of bidders who may wish to be present. Managing Director (ICSIL) reserves the right to accept or reject any or all the quotations without assigning any reason thereof. All bidders must also submit the information as given at Annexure-V failing which the bid will not be accepted.

Pre-qualifications for participating in the tender:

1. The firm should have a minimum turnover of Rs.50 lakh in renovation and advertising business (attach proof).
2. The firm should have prior experience of renovating liquor vends of a government agency (attach proof).
3. The firm should have valid PAN Number and Service Tax No. in the name of the firm (attach proof).

The tender would be awarded on a percentage of revenue sharing basis. Participating firms will generate revenue from advertisements on the liquor vends of various corporations of Delhi Government. Participating firms need to quote the percentage of revenue they are willing to share with ICSIL. Tender would be awarded to firms who satisfy the pre-qualification criteria and quote the maximum revenue share percentage.

Scope of Work:

As and when any request is received from any of the corporations of Govt. of Delhi for renovation or advertisements on their liquor vends, **the contract will be awarded to the firm/company empanelled through this tender on back to back basis and the MOU between ICSIL, the vendor and the concerned corporation of Delhi Government will form an integral part of contract agreement. The contract shall be valid initially for a period of two years with provision for extension for another one year.**

THE JOB :

1. Display and Signage Rights:

1. All liquor vends operated by various corporations of Delhi like DSIIDC, DTTDC, DSCSC, DCCWS etc are bound by Excise Laws and Act which provide display of all liquor brands in each IMFL vend permanently and at the eye level with their prices and brand names displayed clearly and visibly.
2. The signage space as per the site condition at each vend shall be available to the firm, the service provider, based on mutual conditions and decisions taken by the Government from time to time.
3. The firm awarded with the contract shall have exclusive rights to claim Display signage rights and all other advertisements as permitted by excise laws, on all existing vends or as decided by individual corporation and also vends likely to be set up by each corporation during the tenure of the contract.
4. The firm shall have exclusive rights on all vends during the tenure of the contract to plan development and vend promotion / branding exercise at all vends within the ambit of law like:
 - a. Display
 - b. Signage
 - c. Any advertisement permitted within the excise law

2. Advertisements :

Each Corporation will obtain necessary approval for the firm i.e. service provider from various government agencies, in order to implement the decided objectives in various liquor vends.

Each Corporation shall give appropriate advice to the firm for carrying out advertisement. The decision regarding type, extent and the manner of advertisement to be undertaken will be subject to the provision of Excise laws enforced and as amended from time to time.

3. Renovation of Shops:

A. The firm shall follow all excise laws as applicable and in lieu of the complete advertisement rights provide to each corporation. The work involves :

- i) Re-branding of all designated IMFL Shops by hiring a brand consultant and keeping a new name and logo in keeping with the time and pace of today's consumer of Delhi.
- ii) Putting up glow sign boards on all designated liquor shops of Delhi.
- iii) Doing general repair work (Civil) for racks and improving the look and feel of stacking at the shop level.
- iv) White washing of designated shops including Country Liquor shops to give them new look and feel, with same branding concepts so that each corporation shops are recognized clearly.
- v) Flooring and Ceiling repair work wherever required.
- vi) Proper lighting and electrical fittings
- vii) Displaying rate list and dry days etc in a standardized and attractive format
- viii) General upkeep and maintenance of the shops during the currency of the contract.

B. In case any shop is being renovated by the corporation along advertisement rights, then the service provider firm will be provided one third of the area available for advertisement and the firm will have the first right to select the advertisement area or site.

C. ICSIL will coordinate with individual corporation and introduce the service provider firm to its liquor suppliers as the people responsible for marketing / branding their liquor outlets.

D. The firm as deemed necessary through mutual discussions, shall :

- i) Alter/Add/Amend the layouts of the existing vends for advertisement purposes
- ii) Paint / change colour from time to time or as required for advertisement purposes
- iii) Install shelves / other alteration that may be required for advertisement purposes.
- iv) All shops (current & new shops added during the period of contract) shall be covered

- v) In case of any reason, any shop is closed and transferred/shifted to some other location, or new shop opened, the corporation, would ensure its renovation on priority.
- 4. All shops would be covered in phased manner with mutual consent of each other.
- 5. The firm will not display or advertise neither permit to be displayed or advertised nor may trade in contractual agreement in such a way as cause annoyance or injury to the corporation. The firm will be solely responsible for all its acts in this behalf and would indemnify the respective corporation in this regard.
- 6. The respective corporation will allow access to the vend during the operating hours for renovations purposes and to facilitate installation of advertisement etc.
- 7. No personnel of the firm shall however either man or work in the sale counter of the IMFL vends.
- 8. The cost involved in the above mentioned terms would be that of the firm.
- 9. The concerned corporation shall have exclusive right to periodic check for the entire scope of work defined vide para 1 to 7 above. In case of default, a penalty of Rs. One Lakh will be imposed on the firm.
- 10. No sub-contract is permitted in any manner. In case at any stage it is found that firm has sub-contracted any part of the contract, ICSIL has the exclusive right to terminate the contract at the cost and risk of the firm.

11. Duration of the Contract:

- a. The duration of the contract will be for two years and can be renewed further for a period of one year as per the contract between the corporation and ICSIL
- b. The contract can be terminated on 90 days notice in writing by either of the two parties.

12. REVENUE:

- i) Revenue generated from the sale of the Liquor either from the liquor vends or against home delivery shall be the exclusive right of the individual corporation and the firm has no right to the same.
- ii) All returns / revenues / profit /other gains generated by the firm by marketing / branding etc., exercise of the corporation's liquor outlets will be exclusively the right of the firm.

12. ARBITRATION:

i) In the event of any dispute or breach of conduct of difference which may arise at anytime, shall be referred to the arbitration of any person nominated by Managing Director ICSIL& CEO, of respective corporation. The proceeding will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of the Arbitration proceedings shall be Delhi. In case the Arbitrator appointed is unable to act, dies, vacates office or resigns or is unable to proceed for any act, then Managing Director ICSIL & CEO of respective corporation would appoint another arbitrator.

13. Processing Fee:

The Tenderer shall deposit Processing Fee of Rs.5,000/- **(Rupees Five thousand only)** in the form of Bank Draft valid for a period of six months in favour of **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED (ICSIL), NEW DELHI. The processing fee is non-refundable and non-transferrable.**

14. Bid Security (EMD):

- i) All bids must be accompanied by a **Bid Security of Rs.50,000 (Rupees Fifty Thousand only)**. The bid security shall be in the form of Bank Draft or in the form of Bank Guarantee. The Bid Security in original shall reach to ICSIL before the closing date & time of the tender. The bid security is required to protect the Client against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to Clause given below.
- ii) The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee or in the form of Bank Draft issued by a Nationalized / Scheduled Bank in favour of **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI. The Bank Guarantee shall be valid for 45 days beyond the validity of the Bid i.e. total 225 days from hosting of the Tender on the web-site of the Client Deptt. However, this condition does not apply to Bid Security submitted in the form of Bank Draft.**
- iii) The successful Tenderer's bid security will be discharged upon the Tenderer executing the Contract and furnishing the performance security, **No interest will be paid by the Client on the Bid security amount.**

iv) The bid security may be forfeited:

- a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer in the Bid; or
- b) in the case of a successful Tenderer, if the Tenderer fails;
 - i. to sign the Contract or
 - ii. to furnish performance security

v) Period of Validity of Bids

- i) Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by ICSIL.
 - ii) ICSIL may request the Tenderer's for an extension of the period of validity. The request and the responses thereto shall be made in writing through ICSIL's web-site. The validity of bid security provided under **Clause 12 (v) (i)** above shall also be suitably extended.
- vi) **Validity of Rates** will be applicable to the entire contract period AND extension of the contract period.

15. FINANCIALS:

- i) No direct payment to the individual operator/employee deployed by the agency will be made by the corporations or ICSIL.
- ii) Any **additional** statutory levies, cess and taxes introduced by Central/State Government with prospective/retrospective effect shall be paid by the Firm.
- iii) No taxes/levies other than those mentioned in the Commercial Bid shall be paid by Department.
- iv) **The rates should be quoted exactly as per format of Commercial Bid.**

16. Payment Terms:

The revenue generated through advertisements shall be deposited by the firm in **an escrow account** to be opened for this particular contract.

17. Procedure for submission of Bids:

- i) It is proposed to have SINGLE BID SYSTEM for this tender
- ii) Commercial Bid of the Tender should be covered in a sealed envelop super scribing the wording "Commercial Bid."
- iii) Super scribe the sealed covers with "Tender for IMFL L2 LIQUOR VENDS"
- iv) The cover should also indicate clearly the name and address of the Tenderer, to enable the Bid to be returned unopened in case it is declared "Late".
- v) **Complete details of Office Address, Name of Proprietors/Partners/Directors with Telephone, Mobile number, e-mail address etc must be given.**
- vi) **Taxes, if any, should be quoted separately, failing which department will not be responsible to make any payment for the same.**
- vii) Revenue share quoted by the firm shall be firm and final and no correction thereof will be entertained once the commercial bids are opened.
- viii) Any cutting or overwriting of the Commercial bid should be duly attested by the authorized signatories of the firm.

COMMERCIAL BID

S.No	Source of revenue generation	%age of total earnings
1	Revenue share from advertisements etc	

Important Note:

1. Rates should be quoted as per format of Commercial Bid. Bid not quoted as per prescribed format will be rejected.
2. Government Taxes shall be deducted at source from the bills raised by the firm.
3. PAN Number and Service Tax No. should be indicated in the body of the Bill while submitting bill for payment.