



Fair Competition
For Greater Good

भारतीय प्रतिस्पर्धा आयोग
Competition Commission of India
हिन्दुस्तान टाइम्स हाउस
Hindustan Times House
18-20, कस्तूरबा गाँधी मार्ग
18-20, Kasturba Gandhi Marg
नई दिल्ली - 110 001
New Delhi - 110 001
Tel: 011-23473400 Fax: 011-23704686

No.D-34011/1/2009-CSD (49A)

Date: 21 April 2017

NOTICE INVITING TENDER

Sealed tenders are invited for whitewashing work at the Competition Commission of India, Hindustan Times House, K G Marg, New Delhi-110001 and Office of DG, CCI, Bhikaji Cama Place New Delhi, as specified in the scope of work.

2 The tenderers are advised to visit the premises of CCI at HT House and O/o DG, CCI, at Bhikaji Cama Place to assess the quantum of work. The rates quoted should be inclusive of all materials, labour, equipments etc. and all applicable taxes.

3. Tender for the above work may be submitted to "Deputy Director (CS), CCI, Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi - 110001. Last date for receipt of tender is 16 May 2017, upto 15:00 hrs.

Deputy Director (CS Division)

(I). Instructions to Tenderers:-

- (i) Tenderers should quote the rate for whitewashing work for per sq. ft. area in neat, legible and in figure as well as in words. Alteration, erasers and indistinct figures should be avoided. Any corrections in the quoted rates shall be made in ink only and shall be signed by the tenderer.
- (ii) Tender must be submitted on the format issued by CCI. The tenders are to be submitted in the tender box placed at CCI, 3rd floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi - 110001. Intimation of tender quotation by fax/e-mail is not acceptable.
- (iii) **Last date for receipt of tender is 16 May 2017 upto 15:00 hrs** and the received tenders will be opened on the same day at 1530 hrs. in presence of bidders, who have submitted tenders and may wish to be present.
- (iv) All the materials, equipments, labours etc. in connection with the execution of the work shall be arranged by the contractor at his own cost.
- (v) Rates quoted by tenderers shall be inclusive of all statutory taxes & duties (CST, VAT, Service Charges, Service Tax, etc.). No claim on account of sales taxes or any other statutory taxes/charges for execution of work awarded under this contract shall be entertained by CCI and such taxes and charges shall be paid by the successful tenderer himself hereinafter called contractor.
- (vi) **PAN/Service Tax/VAT registration:** The tenderer should provide the copies of PAN/Service Tax/VAT registration number.
- (vii) **Black listing clause:** The tenderers are required to submit an undertaking along with their tenders, that they have not been blacklisted by any Central/State Government Department, Organization, Autonomous/Statutory body, or Public Undertaking from participating in any tender for any reason.
- (viii) The details of the firm is to be submitted along with the copies of documentary proof in Annexure-I attached to this tender document.
- (ix) The tenderers shall submit the Earnest Money Deposit (EMD) of Rs. 10, 000/- (Rupees Ten thousand only) in the form of Demand Draft drawn in favour of Competition Commission of India (Competition Fund). The EMD in any form other than bank demand draft is not acceptable.
- (x) The Financial Bid is to be submitted in the format as given in Annexure-II attached to this tender document.

(II). Scope of Work:-

Sl. No.	Description of Work	Area of Work & Measurement (Approx.)
1.	Wall and ceiling painting with distemper of reputed brand (Asian Paints or Nerolac or Berger) in existing colour with minimum two or more coats of compatible primer to give an even shade in entire portion. The work also includes cleaning of surface (wall/ceiling) with sand paper, cleaning of all dirt/grease/loose pieces of scales, preparation of surface including filling of pit holes, applying putty wherever required.	Entire office at O/o DG, CCI, Approx, area is 14400 sq. ft. (subject to actual measurement)
2.	Wall and ceiling painting with Plastic Paint of reputed brand (Asian Paints or Nerolac or Berger) in existing colour with single coat of compatible primer to give an even shade in entire portion. The work also includes cleaning of surface (wall/ceiling) with sand paper, cleaning of all dirt/grease/loose pieces of scales, preparation of surface including filling of pit holes, applying putty wherever required.	Approx. 15600 sq. ft area at 7 th floor of CCI, HT House, New Delhi (subject to actual measurement)

(III). Eligibility Criteria:-

- (a) The tenderers must have been in experience for at least 5 years. A proof of date of incorporation of the firm shall be enclosed with the bid.
- (b) The tenderers must submit three (03) work orders of white wash/paint work each costing not less than Rs. 3 (three) lakh, or two similar works each costing not less than Rs. 4.5 lakh or one similar work costing not less than Rs. 6 lakh carried out during the last three years in reputed organizations along with their bid.
- (c) The tenderers should have a minimum Annual Turnover of Rs. 25 lakh during the last three years (2013-14, 2014-15, 2015 -16). Auditor's certificate or Annual Accounts or Income Tax Returns are to be submitted along with tender.

(IV). Criterion for Evaluation of Tenders:-

A Committee constituted by the Competent Authority will evaluate the bids. The evaluation of the tenders will be done on the basis of fulfilment of eligibility conditions, on the basis of information furnished and the rate quoted. Decision on the lowest bid will be taken on the basis of consolidated price quoted by the tenderers which includes all kind of taxes. Any inferences drawn by the tenderers or their representatives during the opening the bids will be their own view and CCI will not be responsible and required to abide by the same.

(V) - Other Terms and Conditions:-

1. The successful tenderer will have to carry out the whitewash/paint work after office hours on working days (6:30 PM onwards till 7:30 next morning) and round the clock on holidays. After carrying out the whitewash of any area, the successful tenderer will be required to ensure that the furniture/records are not spoiled and the area is cleaned properly.
2. **Payment Terms:** No payment shall be made in advance to the contractor in connection with execution of the work awarded. The payments will be released after satisfactory completion of the work. The payment would be made to the contractor within 15 days of submitting the final bill along with the certificate of satisfactory completion of work to be obtained from CCI based on the verification and actual measurement of the work. TDS shall be deducted from each bill (as applicable) of the contractor under the statutory rules of Union/State Govt. in respect of Income Tax & other Taxes etc.
3. The earnest money deposit in respect of all unsuccessful tenderers will be returned after acceptance of the work order by the successful tenderer. The successful tenderer shall furnish a bank guarantee of 5% of the value of the contract as performance security which is valid for a period of one year within a week from the award of work. After receipt of bank guarantee, the earnest money to the successful tenderer will be returned.
4. The submission of a tender by the tenderer implies that he had read this notice and the conditions of contract and has made himself/herself aware of the scope and specifications of work to be done and of the local conditions of the work.
5. The tender shall remain open for acceptance for a period of 120 (One hundred twenty) days from the last date of submission of tenders.
6. The CCI reserves the right without assigning any reason therefor to:
 - (a) Accept or reject any or all tenders in whole or in part.
 - (b) Increase or decrease the quantities of any item of the work and the successful tenderers shall perform the same at the rates quoted.
7. Time of completion of work will be 30 days from the date of commencement as per letter of award of work.
8. **Defect liability:** The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by CCI any defect which may develop or may be noticed within six months from the certified date of completion of work and intimation of which has been sent to the contractor within 14 days of the expiry of the said period by a letter sent by hand delivery or by recognized post or e-mail.
9. Any violation of the terms and conditions or use of inferior quality of material shall result in total rejection of the work apart from taking appropriate remedial action at the risk and cost of the Contractor.

10. CCI shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalties if any mentioned herein.

11. The Contractor shall be responsible for all risk to the work and shall make good at his own expense all loss or damage whether to the work itself or to any other property of the CCI or the lives, persons or property of others from whatsoever cause in connection with the work until they are taken over by the CCI and this although all reasonable and proper precautions may have been taken over by the Contractor, and in case the CCI shall be called upon to make good any costs, loss or damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the CCI may incur in reference thereto, shall be charged to the Contractor.

12. **Right of Acceptance:** CCI reserves all rights to reject any tender including of those bidders who fail to comply with the instructions at any stage without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of CCI in this regard shall be final and binding. Notwithstanding the above, the CCI reserves the right to seek previous work orders, references etc. and to accept or reject any tender and to cancel the process and reject all tenders at any time prior to award of contract.

13. In case of breach of any terms and conditions mentioned herein, the Competent Authority in CCI will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by CCI in that event. The performance guarantee will also be forfeited.

14. The Contractor shall not assign or sublet the work or any part of it to any other person/firm.

15. The Contractor shall comply with the provisions of all labour legislation including the requirement of a) The payment of wages Act b) Employer's Liability Act c) Workmen's Compensation Act d) Contract Labour (Regulation & Abolition) Act, 1970 and Central, Rules 1971 e) Apprentices Act f) Any other Act or enactment relating thereto and rules framed thereunder from time to time. The Contractor shall keep the CCI saved, harmless and indemnified against the claims if any of the workmen and all costs and expenses as may be incurred by the CCI in connection with any claim that may be made by any workmen. Licenses to be obtained from statutory authorities in connection with the above, shall be obtained by the Contractor as per rules.

16. The Contractor shall indemnify and save harmless the CCI from and against all actions, suit proceedings losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the CCI by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same.

17. **Clearance of Site on Completion:** On completion of the works, the Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of CCI. No final payment in settlement of the accounts for the work shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected by him.

18. **Penalty:** In the event of the firm failing to:

- (i) Observe or perform any of the conditions of the work order as set out herein, or
- (ii) Execute the order in good conditions to the satisfaction of CCI or by the time fixed by CCI.
- (iii) Failing to carry out the work quoted, after receiving the order, will be treated as a disqualification for taking part in the further tenders.
- (iv) If the Contractor failed to carry out the work within specified period as given in the work order, damages of a sum of equivalent to 0.5% of the contract value for each week or fraction of a week of delay will be deducted maximum upto 10% of the contract value.

19. **Arbitration:** Any dispute arising out of or in connection with the resultant contract shall be amicably resolved. If resolution is not possible by the parties themselves, then the matter shall be referred to an Arbitrator to be appointed by CCI, whose decision shall be final and binding on both the parties to the contract.

20. **Jurisdiction:** the Courts of Law at Delhi/New Delhi shall have exclusive jurisdiction over any disputes arising under the resultant contract.

Annexure-I

Details of the Firm

1. Name of the Firm :
2. Address :
3. Date of Incorporation :
4. Annual Turnover :
(2013-2014)
(2014-2015)
(2015-2016)
5. Copies of Work Orders :
6. Non Blacklisting Certificate :
7. PAN/VAT/Service Tax/
Registration No. :

Signature
Name:

Place:
Date:

Seal of the firm

Annexure-II

PROFORMA FOR FINANCIAL BID

Sl. No.	Description of Work	Area of Work & Measurement (Approx.)	Rate of # Work (per sq. ft.) With all applicable taxes
1.	Wall and ceiling painting with distemper of reputed brand (Asian Paints or Nerolac or Berger) in existing colour with minimum two or more coats of compatible primer to give an even shade in entire portion. The work also includes cleaning of surface (wall/ceiling) with sand paper, cleaning of all dirt/grease/loose pieces of scales, preparation of surface including filling of pit holes, applying putty wherever required.	Entire office at O/o DG, CCI, Approx, area is 14400 sq. ft. (subject to actual measurement)	
2.	Wall and ceiling painting with Plastic Paint of reputed brand (Asian Paints or Nerolac or Berger) in existing colour with minimum two or more coats of compatible primer to give an even shade in entire portion. The work also includes cleaning of surface (wall/ceiling) with sand paper, cleaning of all dirt/grease/loose pieces of scales, preparation of surface including filling of pit holes, applying putty wherever required.	7 th floor at CCI, HT House, New Delhi Approx. area is 15600 sq. ft. (subject to actual measurement)	

Price quoted by the tenderer shall be final and inclusive of all materials, labour, equipments etc. and all taxes. No escalation in price would be permitted on any ground.

Place:

Date:

Signature

Name:

Seal of the firm