



Fair Competition  
For Greater Good

**भारतीय प्रतिस्पर्धा आयोग**  
**COMPETITION COMMISSION OF INDIA**  
Hindustan Times House, 3<sup>rd</sup> Floor,  
18-20, Kasturba Gandhi Marg, New Delhi – 110 001

F.No.D-13022/1/2012-CSD(45A)

Dated : 12<sup>th</sup> September, 2016

## Tender notice for Providing Housekeeping service on outsourcing basis

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The Competition Commission of India(CCI), is a regulatory body to promote competition in Indian market, invites sealed tenders under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Service Provider for providing Housekeeping service on outsourcing basis for CCI offices located at New Delhi.

2. The last date of submission of tender is 23-09-2016 up to 1500 hrs. Detailed information about eligibility criteria, terms and conditions etc., can be downloaded from the website [www.cci.gov.in](http://www.cci.gov.in).

**DEPUTY DIRECTOR [CS Div.]**



सत्यमेव जयते



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*Hindustan Times House, 3<sup>rd</sup> Floor,*

18-20, Kasturba Gandhi Marg, New Delhi – 110 001  
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F.No.D-13022/1/2012-CSD(45A)

Dated : 12<sup>th</sup> September, 2016

**TENDER NOTICE**

Providing Housekeeping Service to the Competition Commission of India on Outsourcing Basis.

Sealed tenders in “Two bids system” (Technical Bid and Financial Bid) are invited on behalf of Competition Commission of India (CCI), in the prescribed form, from Proprietor firms, Partnership firm, Limited liability partnership firm, companies incorporated under Companies Act, 2013 who have already provided Housekeeping Services to Government/Semi Government/Statutory Bodies/ Autonomous Body/PSU.

Interested Service Providers, who have sufficient experience in the above field, can collect detailed information/Terms and conditions of the tender on payment of Rs.1000/- (non-refundable) in the form of a pay order/demand draft drawn on any Nationalised Bank in favour of “Competition Commission of India (Competition Fund) Account” from the CS Division, Competition Commission of India, 3<sup>rd</sup> Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi within the office working hours.

The tender document can also be downloaded from the website of the Commission i.e. [www.cci.gov.in](http://www.cci.gov.in) and a Demand Draft/Pay Order of Rs. 1000/- should be submitted separately along with the Technical bid.

Interested Service Providers are required to submit tender documents, technical and financial bids separately in sealed covers superscripted “**Tender for Housekeeping Service**” accompanied by a Demand Draft of Rs. 50,000/- (Rupees Fifty Thousand only) as Earnest Money Deposit in favour of “Competition Commission of India (Competition Fund) Account” payable at New Delhi, which may be dropped in the TENDER BOX kept at 3<sup>rd</sup> Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi.

1.	Last date and time for submission of Tender	23-09-2016 up to 1500 hrs
2.	Date and time for opening of Technical Bid	23-09-2016 at 1600 hrs

The Competition Commission of India reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

DEPUTY DIRECTOR (CS Div.)

## TENDER NOTICE

Providing Housekeeping Service to the Competition Commission of India

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The Competition Commission of India, a Statutory body established under the Competition Act, 2002 to promote competition in Indian market, invites sealed tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound service providers for providing Housekeeping services in offices of CCI for a period of one year from the date of contract.

1. The complete Tender Document with scope of work and terms & conditions can be downloaded from the website of this Commission i.e. [www.cci.gov.in](http://www.cci.gov.in). The last date of submission of tenders is **23-09-2016 up to 1500 hrs.**
2. Tender document fee (non –refundable) of Rs.1000/- (Rupees One thousand only) in the form of Demand Draft/ Pay Order drawn in favour of “Competition Commission of India (Competition Fund) A/c” payable at New Delhi. The tender document can also be downloaded from the website of the Commission i.e. [www.cci.gov.in](http://www.cci.gov.in) and a Demand Draft/ pay order of Rs. 1000/- should be submitted separately along with the Technical bid.
3. The opening of tenders will take place at Competition Commission of India, 3<sup>rd</sup> Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi – 110 001.
4. The validity of Tenders will be 120 days from the date of opening of Tenders. The bidder cannot withdraw their offer within the period of validity, else their EMD shall be forfeited
5. The interested and eligible Service Providers may submit their bids complete in all respects along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/ Pay Order drawn in favour of Competition Commission of India (Competition Fund) A/c payable at New Delhi. The tenders shall not be entertained without EMD and received after the set deadline under any circumstances whatsoever.
6. The Technical Bids of tenderers will be opened on Friday, the **23<sup>rd</sup> September, 2016 at 1600 hrs** at HT House, 3<sup>rd</sup> Floor, 18-20 K.G. Marg, New Delhi – 110 001 in the presence of authorized representatives of Bidders who may wish to be present personally.
7. The Commission reserves the right to amend /cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Commission in this regard shall be final and binding on all.

**Deputy Director (CS)**

**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS**

**LOCATION AND AREA TO BE COVERED**

S.No.	Location	Area (Sq.Ft.)	Manpower Required		
			Workers	Supervisor	Women
1.	Hindustan Times House 18-20, Kasturba Gandhi Marg New Delhi-110001	60,750	09	01	02
2.	“Hudco Vishala” “B” Wing, 14, Bhikaji Cama Place, New Delhi-110066	22,393	03	NIL	01

**SCOPE OF WORK :**

The selected Agency/Firm shall be responsible to undertake the activities as per the periodicity indicated against each activity given hereunder by using the material of high standard quality (ISI Mark) :

a) Activities and frequency of Cleaning/Sweeping :

S.No.	Works Details	Frequency
<b>1</b>	<b>Rooms</b>	
	Cleaning of the doors	Once in a day
	Removal of the Cobwebs	Once in a week
	Dusting of the Verticals	Once in a week
	Cleaning of Electrical Switches	Once in a week
	Spot cleaning of the walls	As required
	Dusting & Cleaning of Windows	Once in a week
	Scrubbing of the skirting	Once in a week
	Dusting of other article in the room	Once in a day
	Wet mopping of the Floor	Twice in a day
	Dry mopping of the Floor	Twice in a day
	Dusting of the Furniture & Fixtures	Once in a day
	Telephone and Computer Cleaning	Once in a day
	Fax and Photostat Machine Cleaning	Once in a day
	Fax and Photostat Machine Deep Cleaning	Once in a week
	Telephone and Computer Deep Cleaning	Once in a week
	Trash Removals	As required
	Emptying and cleaning of Dustbins with Detergents	Once in a day
	Vacuum cleaning of Carpets	Once in a week
	Spotting of Carpet	As required
Cleaning of the Doormat	Once in a day	
Cleaning of Flask/crockery	Once in a day	
Cleaning of Water Dispenser	Once in a day	
Electrical Equipment Cleaning	Once in a week	
<b>2</b>	<b>Toilets</b>	
	Cleaning of doors and windows	Once in a day
	Scrubbing of the Urinals	Thrice in a day
	Scrubbing of the skirting	Twice in a day

	Washing of Toilet walls and floor with phenyl and detergent	Twice in a day
	Washing of W/C	Thrice in a day
	Washing of W/B	Thrice in a day
	Changing of the Urinal Cubes	As required
	Changing of the Odonil cubes	As required
	Cleaning of the Doormat	Once in a day
	Trash Removals	As required
	Refilling of the Soap dispenser	As required
	Refilling of the Toilet paper rolls	Daily and if required twice in a day.
	Refilling of the face tissues	-do-
	Cleaning of Toilet Fittings	Once in a day
	Cleaning of washbasin/sink	Twice in a day
	Cleaning of Mirrors	Once in a day
3	<b>Stairs</b>	
	Wet Mopping of stairs	Thrice in a day
	Dry Mopping of Stairs	Thrice in a day
	Scrubbing of Stairs	Once in a day
4	<b>Passage Area</b>	
	Wet Mopping	Thrice in a day
	Dry Mopping	Thrice in a day
	Scrubbing of tiles with chemicals	Twice in a day
	Washing of the Floors	As required
5	<b>Pantry</b>	
	Dusting	Once in a day
	Wet Mopping	Twice in a day
	Dry Mopping	Four times a day
	Washing of the Floor	As required
	Trash Removal	As required
	Cleaning of wash basins/sinks	Twice in a day

(b) Other activities

- ☐ Removal of paper, litter, garbage and packing material from all floors/rooms/ pantry etc. and to be dumped in dump yard outside the office premises
- ☐ Vacuum cleaning of carpeted floors on weekly basis.
- ☐ Dusting of furniture, telephones, etc., firstly with dry cloth and then with good quality liquid detergent.
- ☐ Cleaning and scrubbing of toilet on regular interval/ as & when required.
- ☐ Cleaning of washbasins, sanitary fittings and toilets floors with dry & wet mops.
- ☐ Cleaning of window glass panes/ panels both sides, frames & air conditioning grills.
- ☐ Dry & wet mopping of staircases, . Pantry & lobby area.
- ☐ Cleaning of planters.
- ☐ Reception and lobbies to be mopped twice/ thrice in a shift or as and when required.
- ☐ Cleaning of Reception door and main entrance glass door and frames on both sides.

- ☐ Dry & wet dusting of glass partitions with glass cleaner.
- ☐ Dusting and cleaning of conference tables and chairs.
- ☐ Spot cleaning of carpets on regular basis as per prescribed maintenance instructions.
- ☐ Cleaning of panel posters, paintings, light fittings, furniture & fixtures etc.
- ☐ Scrubbing of staircase, lobbies and outside areas.
- ☐ Removal of cobwebs.
- ☐ Brasso polishing of brass/copper fixtures
- ☐ Cleaning of Glass panes from Outside – Once in a month.
- ☐ Polishing of floors once in a week
- ☐ Cleaning of Drains on regular basis

(c) List of Premium Quality Materials to be used for cleaning: The selected agency/firm shall provide all the material required for day-to-day use (ISI mark). Some of these items are given below :-

S.No.	Name of the Items
1.	Liquid Soap (Dettol)
2.	Odonil Cubes (Sandal Wood Balsara Brand)
3.	Naphthalene Balls
4.	Toilet Roll of Premium Quality
5.	C Fold tissues of Premium Quality
6.	Face Tissues of Premium Quality
7.	Cotton Dusters
8.	Glass Dusters
9.	Dust mop with blue acrylic cloth and handle
10.	Flat Wet Mop with cotton mop head and handle
11.	Dust Mop head acrylic
12.	Flat Wet Mop Head
13.	Floor cleaner for marble floor
14.	Toilet cleaner (Harpik)
15.	Spiral- Floor Cleaner for other Floors
16.	Cotton Duster
17.	Housekeeping Caddy for each Housekeeping personnel
18.	Blue plastic floor squeeze with white color double blade (55Cm) with handle 35 (Cm)
19.	Manual scrubbing tool for skirting and corner with handle green pad
20.	Hand scrubbing tool for vertical area with green pat & white pad
21.	Glass cleaning set complete
22.	Cobweb brush round
23.	Cobweb brush curved
24.	Vertical Dust Pan clip with broom
25.	Red Duster with handle
26.	Vim Powder for Washbasins/Sinks
27.	Phenyl (Bengal Chemicals) for wet mopping
28.	Collin (for dry mopping)

(d) Deployment of Supervisor: For coordination and supervision of all activities, one Supervisor is to be

deployed at CCI's Office at H.T. House. The supervisor must be an experienced and qualified person who will be responsible for smooth functioning of all facilities. The Supervisor will be responsible for maintaining discipline amongst the staff provided by the Agency.

#### **VALIDITY OF THE CONTRACT**

The contract is likely to commence from **01-10-2016** and would continue for a period of one year. The period of the contract may be further extended after the completion of contract on mutual consent. Competition Commission of India, however, reserves the right to terminate the initial contract at any stage after giving one week's notice to the selected service providing Company.

#### **PAST EXPERIENCE & FINANCIAL STATUS OF THE SERVICE PROVIDER**

- (a) Past experience and SATISFACTORY performance of in housekeeping services done for the Departments of the Government of India/Statutory Bodies/PSUs/ Private Sectors for last three years. (A list of such organizations being served may be provided). The reputation/track record of the bidder will be verified by CCI.
- (b) The Service Provider should have experience of providing housekeeping services on sufficiently large scale. The agency should have completed two such works where it has provided at least 20 persons in one organization during the last 3 years. The name/s of such organizations along with number of persons deployed may be submitted. The bidder must submit Customer Satisfactory Performance Report from such organisations.
- (c) Copies of Profit/Loss account, Balance Sheet, Copies of IT Returns duly certified by the Chartered Accountant.
- (d) The Service Provider shall submit an affidavit stating that the Company is not / has not been black listed by Central/State Government/PSUs/Autonomous Body/Statutory Body/Private Sector/any other authority/agency that is empowered to do so.
- (e) The Service Provider should be registered with Income Tax and Service Tax authorities.
- (f) The service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act etc.
- (g) The Service Provider should have an office in Delhi/NCR.
- (h) The minimum turnover of the Service Provider during the last 3 financial years should not be less than Rupees Fifty lakhs per annum from housekeeping services. The Service Provider should have earned profit during the last three years.
- (i) Service provider company should have its own Bank Account.
- (j) Persons deployed by the service provider shall not be less than 18 years of age.
- (k) The manpower so engaged should have prior experience for providing such services.
- (l) They should be neat, clean and properly dressed up and should display the ID Card issued by the service provider.
- (m) The Service Provider should have minimum 3 year old valid ISO 9001:2000 Certification as Mechanized Housekeeping Services.
- (n) The Service Provider should have valid OHSAS 18001:1999 & SA 8000:2001 Certification as Mechanized Housekeeping Services Provider

**Non-compliance with any of the above conditions by the company will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.**



## TECHNICAL SPECIFICATIONS

The interested Service Providers may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/ Pay Order drawn in favour of "Competition Commission of India (Competition Fund) A/c" and other requisite documents latest by 1500 hrs on 23-09-2016.

i. The tenders have been invited under two-bid system i.e. Technical Bid and Financial Bid. The interested Service Providers are advised to submit two separate sealed envelopes super-scribing "**Technical Bid for providing Housekeeping Services**" in bold letters and "**Financial Bid for providing Housekeeping Services**". Both the covers of Technical Bid and Financial Bid along with Earnest Money Deposit and Tender Document Fee are to be put in a single big envelop superscribed with "**Tender for providing Housekeeping Services**"

ii. The tendering Service Provider is required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:

PAN/GIR No.
Certificate of Incorporation
Service Tax Registration No.
TAN No.
Documents showing completing at least two such services where it has provided 20 persons in one organization during the last 3 years in single contract and turnover of the firm is not less than Rupees fifty lakhs per annum during the last three years related to providing Housekeeping services.
Financial worthiness and competence to be substantiated through Income Tax Returns/Certificates. PAN/ST/TIN/VAT No./EPF Registration/ Annual Report, Audited Balance Sheet and Profit & Loss A/c. for the last 3 years.
Affidavit stating that the Company is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector/any other authority/agency that is empowered to do so.
List of housekeeping service assignments and number of Manpower provided to Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector during the last three years by the Company (Attach attested copy)
Registration Numbers of EPF and ESIC
Copy of minimum 3 year old valid ISO 9001:2000 Certification as Mechanized Housekeeping Services Provider.
Copy of valid OHSAS 18001:1999 & SA 8000:2001 Certification as Mechanized Housekeeping Services Provider

iii. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.

iv. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. **All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the company.**

v. The envelope containing Technical Bid shall be opened first on the scheduled date and time (At 1600 hrs. on **23-09-2016**) in Competition Commission of India 3<sup>rd</sup> Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi, in the presence of the representatives of the bidder, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of only technically qualified bidders shall be opened on the specified date & time at Competition Commission of India 3<sup>rd</sup> Floor, HT House, 18-20, Kasturba Gandhi Marg, New Delhi in the presence of shortlisted bidders or their authorized representatives. Date of opening of Financial Bids will be informed to the qualified bidders

vi. The Competent Authority of Competition Commission of India, New Delhi reserves the right to annul any or all bids without assigning any reason.

vii. The bidder shall quote the Technical & Financial bids as per the format enclosed at Annexure I & II.



## TERMS AND CONDITIONS

### A. General

1. Payment Terms: The standard terms of payment are within 30 days from the date of submission of bills in duplicate along with work completion certificate certified by the competent authority in CCI. The payment shall be made through RTGS/NEFT.
2. Payment of Salary by Service Provider: The Service Provider shall ensure that the salaries to the persons so employed is made by 7<sup>th</sup> day of the succeeding month and in the bank accounts of the deployed employees.
3. Income Tax: The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by CCI.
4. Penalty Clause: The service provider shall deploy the requisite number of persons from the date of commencement of the contract. In emergent cases, such as the person deployed falls sick or is not able to attend the office for the reason beyond his control on any particular day, the Service Provider shall deploy a suitable substitute immediately. If the Service Provider fails to deploy requisite number of persons due to default on his part or fails to send the substitute, without prejudice to any other right or remedy available under the law to the Commission on account of such breach, pro-rata recovery along with penalty equal to double the amount payable to the agency for deployment of that person, on pro-rata basis for the first ten days from the date of absence of the person from duty will be made. In case the Service Provider fails to provide suitable substitute(s) within ten days, additional penalty @ 1% of the total bill (excluding taxes) of that month will be imposed. The quantum of recovery will be decided by the Competent Authority of CCI, which will be final and binding on the Service Provider.
5. Termination of the Contract: In case of any material violation of any of the terms and conditions by the Service Provider, the Commission reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority of CCI will be final and binding.
6. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the Commission shall not be a party to any dispute arising out of such deployment by the Service Provider.
7. Security Considerations: The persons deployed by the Service Provider should not have any Police record/criminal cases against them and they should be deployed after police verification. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character verifications of the personnel through local police should be furnished at the time of deployment.
8. Place of Duty, Working Hours and Punctuality.
  - a. The Commission is presently housed at Hindustan Times House, 18-20, K.G Marg, New Delhi-110001 and is also having its office at 14-B, HUDCO Vishala Building, Bhikaji Cama Place, New Delhi-11066.
  - b. The Housekeeping service is to be undertaken regularly on all days (except Sundays and National Holidays). The working hours for the personnel deployed by the Service Provider will be from 08:00 a.m. to 04:30 p.m. (including 30 minutes' lunch time). If need arises, the outsourced staff shall have to sit late or come early or attend the Office on Saturday/Sunday/National Holidays (as per work requirements). In case the housekeeping services are required on Sundays and National Holidays, the charges will be paid on pro-rata basis.
  - c. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
9. The responsibility of statutory/compulsory deductions like EPF/ESI/Income Tax/Service Tax etc. will be of the Service Provider. No extra payment shall be made by the Commission in this regard.

10. The Service Provider before deploying the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the Commission. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Officer and a copy of such certificate should be made available to the Commission at the time of deployment.
11. The Service Provider will provide to the Commission a list of all personnel so deployed with permanent and present address along with their latest photographs.
12. The Service Provider shall be responsible for all acts of omission and commission on the part of the manpower engaged for the purpose. The Commission shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
13. It shall be the responsibility of the Service Provider to issue the employment card/photo/identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as per relevant rules.
14. The Service Provider shall arrange such facilities like EPF and ESI, welfare and health of the workers deployed.
15. The Service Provider shall replace within twenty four hours any of its personnel, if they are unacceptable to the Commission because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from the Commission. Notwithstanding above, the Commission has the right to ask to change/replace the personnel at any point of time without assigning any reason.
16. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
17. The Commission shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
18. The Service Provider will be responsible for any damages done to the property of the Commission by the personnel so employed. The Commission will be free to recover it from the security deposit given by the Service Provider or from any other dues.
19. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
20. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
21. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
22. The Service Provider's personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the Commission under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or in any other Act/rules/regulations/notifications. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.

23. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation shall be entertained on this issue by the Commission.
24. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider and the Commission shall not entertain any claim in this regard.
25. The Service Provider shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from the Commission to the Service Provider shall be acknowledged immediately on receipt on the same day.
26. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service.
27. Arbitration: Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1996, where the Secretary, CCI or his/her nominee will be the Sole Arbitrator.
28. COMPETITION COMMISSION OF INDIA reserves the right to terminate the contract at any point of time after giving a week's notice to the Service Provider.
29. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Commission. The persons deployed by the Service Provider in the Commission shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against the COMMISSION.

**B. FRAUD AND CORRUPT PRACTICES**

- i. The tenderer applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Commission may reject a tender without being liable in any manner whatsoever to the tenderer if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of the Commission under Clause i hereinabove, if a tenderer is found by the Competition Commission of India to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by the Commission.
- iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter Of Acceptance or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter Of Acceptance or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
  - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority/firm with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

### **C. LEGAL**

i. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the COMMISSION. The Service Provider shall furnish a certificate each month that all statutory requirements have been fulfilled along with the bills for payment. The Commission shall not be responsible for any statutory liability due to failure on the part of the service provider.

ii. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Commission to concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

iii. The Service Provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of the COMMISSION or any other authority under law.

iv. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by the COMMISSION.

v. In case, the tendering Company/firm fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Commission is put to any loss, obligation, monetary or otherwise, the CCI will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

### **D. FINANCIAL**

i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 50,000/= (Rupees Fifty Thousand only) in the form of Demand Draft/ Pay Order drawn in favour of COMPETITION COMMISSION OF INDIA (COMPETITION FUND) A/C failing which the tender shall be rejected.

ii. The EMD in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest after award and acceptance of Contract. Further, if the Service Provider fails to deploy manpower against the initial requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

iii. The successful tenderers will have to deposit a Performance Security @ 10% (Ten percent) of the contract value within 15 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form of a Bank Guarantee drawn in favour of COMPETITION COMMISSION OF INDIA (COMPETITION FUND) A/C or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider and pledged to the COMMISSION. The performance security should remain valid for a period of 90 days beyond the date of completion of the contract and all the contractual obligations of the service provider.

iv. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Company/firm will be liable to be forfeited by the Commission besides annulment of the contract.

v. The Service Provider shall raise the bill, in duplicate, along with attendance sheet in respect of personnel deployed in the Commission in the first week of the succeeding month.

vi. The claims in bills regarding wages paid to the outsourced manpower deployed, Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining

to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the Commission.

vii. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Secretary, Competition Commission of India for arbitration, whose decision shall be final and binding on the parties.

viii. The Commission reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

**E. EVALUATION CRITERIA**

a) A Tender Evaluation Committee (TEC) will be constituted by the Commission to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal.

b) Financial Proposals will remain unopened for those Agencies which fail to meet the minimum technical criteria. Financial Proposals shall be taken up only with those Service Providers who meet the technical criteria. Thereafter these Financial Proposals shall be opened, and the total prices read aloud and recorded. L-1 bidder will be determined whose "Total Charges per person (including all applicable Govt. Charges and Taxes" are the lowest amongst the technically qualified bids.

ANNEXURE-ITECHNICAL BID

(To be enclosed in a separate sealed envelope)

For providing manpower for Housekeeping Services to Competition Commission of India, New Delhi

1.	Name of Tendering Service Provider (Attach certificates of registration with a brief profile of the company)	
2.	Name of Proprietor/Director	
3.	Full address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	
5.	Banker of Service Provider with full address (Attach certified copy of statement of bank A/C for the last six months duly attested by the bankers')	
6.	PAN/GIR No. /ST/TIN	
7.	TAN No.	
8.	EPF/ESI Registration Number	
9.	Documents showing completing at least two such services where it has provided 20 persons in one organization during the last 3 years in single contract and turnover of the firm is not less than Rupees fifty lakhs per annum during the last three years related to providing Housekeeping services.	
10.	Audited Balance sheet & Profit Loss Account for the last three financial years to be attached and information as per (Annexure-III)	
11.	Affidavit stating that the company is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector/any other authority empowered to do .	
12.	List of similar assignments and number of Manpower provided to Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector during the last three years by the Company (Attach attested copy). Also attach Customer Satisfactory Report from concerned agencies.	
13.	Copy of minimum 3 year old valid ISO 9001:2000 certification as Mechanized Housekeeping Services Provider.	
14.	Copy of valid OHSAS 18001:1999 & SA 8000:2001 Certification as Mechanized Housekeeping Services Provider.	
15.	Acceptance of Terms and Conditions	
16.	Demand Draft/ Pay order for Tender document fee (non-refundable) of Rs.1000/- (Rs. One thousand only) attached (Name of bank, DD/Pay Order No. Date and amount)	
17.	Demand Draft/ Pay Order for EMD of Rs.50,000/- (Rs. Fifty Thousand only) attached (Name of bank, DD/Pay Order No. Date and amount.	
18.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – (Annexure-IV)	
19.	List of other clients	
20.	Any other information to establish financial worth and technical competence.	

Signature of authorized person

Name:

Seal:

Date & Place

DECLARATION

I, \_\_\_\_\_ Son / Daughter / Wife of Shri  
\_\_\_\_\_ Proprietor/Director, authorized signatory of the Company, mentioned above, is  
competent to sign this declaration and execute this tender document;

2. Hereby, I declare that I have never been the Proprietor/Director, authorized signatory of any Company/firm, etc that was blacklisted under any Act, rules, regulations or notification that are applicable on the Territory of India. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:



FINANCIAL BID

ANNEXURE-II

(To be enclosed in a separate sealed envelope)

For providing manpower Housekeeping Services to Competition Commission of India, New Delhi

1. Name of tendering Service Provider:
2. Name of CEO/Proprietor with Tele. No. :
3. The bidder should quote Rates per person per month (Inclusive of all liabilities, taxes, levies, cess etc.).

Sl. No.	Particulars	Rates per month Worker/Supervisor		Total
		Worker	Supervisor	
01.	Charges per person * (Unskilled Manpower)			
02.	EPF Charges (per person)			
03.	ESI Charges (per person)			
04.	Cleaning Material Charges (per month)			
05.	Service Charges (per month)			
06.	Service Taxes, as applicable per month			
07.	Total Charges			

\* As per Minimum wages Act applicable to installed manpower.

Signature of authorized person  
Full Name :  
Seal :

Date:  
Place:

ANNEXURE-III

FINANCIAL INFORMATION

Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Sl. No.	Financial Year	Turn Over in Rupees	Profit/Loss
1	2013-2014		
2	2014-2015		
3	2015-2016		

Note: Please provide copies of your company's audited financial statements (Income statement, balance sheet, cash flow statements) for the last 03 years.

Signature of Bidder(s)

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**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or blacklisted under any law.
- c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- e) We further certify that no investigation by a regulatory authority/Competent Authority is pending either against us or against our CEO or any of our directors / managers / employees/Proprietor.

Signature;  
Name & Designation with office Seal