



Competition Commission of India

Hindustan Times House,
18-20, Kasturba Gandhi Marg,,
New Delhi – 110 001

F. No.D-11029/1/2015- CSD

Dated: 11th March, 2016

Tender Notice for Hiring of Office Space

The Competition Commission of India, a Statutory Body established under the Competition Act, 2002, invites bids from the legal owners of premises for hiring space measuring approximately 5000 Sq.ft in a single lot for setting up of a record room for its office in centrally located area in New Delhi.

2. Interested legal owners of premises having clear titles may download the technical bid and financial bid formats from CCI's website www.cci.gov.in. The detailed terms and conditions of the tender are also given in the said website. The offer in sealed cover comprising technical bid and financial bid (each in separate sealed cover superscribed as "Technical bid for hiring of office space for CCI, New Delhi" and "Financial bid for hiring of office space for CCI, New Delhi") complete in all respect may be submitted latest by 04.04.2016 upto 03.00 PM. The Technical Bids shall be opened on same day at 03.30 PM. The Financial Bids of the bidders who qualifying in technical bid shall be opened on designated date and time to be indicated. Incomplete and conditional tenders will be summarily rejected. CCI reserves the right to reject any or all the tenders without assigning any reasons thereof.

3. Tenders received from Property Dealers/Brokers/Associations will not be entertained.

(Ashok Chakrapani)
Deputy Director (CS)

Tender documents for hiring of office space

The tender consists of three parts:

- Part A – Terms and Conditions
- Part B - Technical Bid – (Annexure –I)
- Part C - Financial Bid - (Annexure-II)

Both Part B & C should be sealed in separate envelopes and superscribed in bold letters:

- a) Technical bids for hiring of office space for CCI, New Delhi
- b) Financial bid for hiring of office space for CCI, New Delhi

Both these envelopes should be placed in a single sealed cover superscribed **“Tender for hiring of Office Space for CCI, New Delhi”**

Tenders (Technical bid only) will be opened on 04/04/2016 at 03.30 PM at CCI in the presence of bidders/representatives of the bidders, present, if any. Financial bids of only those bidders whose technical bids are found valid, eligible and acceptable shall only be opened.

Part A: Terms and Conditions:

1. The terms and conditions shall form part of tender to be submitted by the bidder to the Competition Commission of India, herein after termed as CCI.
2. All bidders are requested to submit the tender documents (Technical and Financial bids) duly filled in with relevant information supported by relevant documents to the following address:-

The Deputy Director (CS)
Competition Commission of India
HT House, 3rd Floor
18-20, K G Marg,
New Delhi – 110001

3. All columns in the tender document should be duly filled in and no column should be left blank. “NIL” or “Not Applicable” should be marked, where there is nothing to report. All the pages of the tender document should be signed by the owner or his authorised power of attorney holder. Any cutting, over writing, use of white ink etc should be duly signed by the bidder. CCI reserves the right to reject incomplete tender or in case information submitted is found to be incorrect.

4. In case space in the tender document is found to be insufficient, the bidder may use separate sheet to provide full information.
5. Tender documents received by CCI after due date and time i.e 03.00 PM on 04/04/2016 /incomplete tenders shall be rejected outright. No correspondence in this regard shall be entertained.
6. The offer should remain valid for six months from the closing date of tender. During the validity period of the offer, the bidder should not withdraw/modify the offer in terms of area and price and other terms and conditions quoted in the technical/financial bids.
7. There should not be any deviation in the terms and conditions as has been stipulated in the tender document.
8. The tender will be acceptable only from original owner of the building or the person having valid power of attorney. The space offered should be free from all encumbrances/claims and disputes/any liabilities and litigations with respect to its ownerships, lease/renting and pending payments against the offered space.
9. Offers received from Government bodies and Public Sector Undertakings would be given preference if otherwise found suitable.
10. The building offered should be ready for immediate occupation.
11. There should be adequate electrical fixtures with provision for installations of independent meters/sub meters.
12. The premises should have 24 Hrs full power backup facilities.
13. The location should be in and around KG Marg/Connaught Place and in proximity to CCI office at HT House, KG Marg (Preferably within 500 metres from its present location i.e 18-20, K.G Marg, New Delhi).
14. Premises should be adequately secured.
15. The space required is approximately 5000 Sq.ft in a single lot for setting up record room for CCI. If the space offered is earmarked for similar purpose, the bidder may quote rate separately for additional fixtures like shelves, racks etc.
16. The rent will be revised after expiry of three years from the commencement of the lease period, provided that such revision shall not exceed eight (08) percent per annum of the rent payable at the time of such revision.

17. Canvassing in any form will automatically disqualify the offer. No brokerage will be paid.
18. The particulars of amenities provided/proposed to be provided inside the proposed space should be clearly furnished in the technical bid.
19. There should be provision for 24 Hrs running water supply for both drinking and utility facilities and enough arrangements for public utilities (toilets etc.) for men and women separately.
20. Technical bid is required to be submitted alongwith certified copies of relevant documents like approved drawings and building completion certificate from the concerned authorities, copy of land deed, Municipal receipts, approved plan of building, copy of ownership of the building, copy of power of attorney and No Objection Certificate from the fire department for use of the office premises. Technical bids received without these documents are liable to rejection without any reference to the party whatsoever.
21. CCI reserves the right to verify/inspect the building before finalisation of the tender and reject it out rightly, if the building is not according to the specification required by the CCI.
22. All existing and future rates, taxes, insurance fee including public liability insurance, property taxes, assessment charges and other outgoings whatsoever of description in respect of the said premises payable by the owner thereof, shall be continued to be paid by the Land Lord/owner.
23. Maintenance of the premises to be made (external and common area) by the owner.
24. CCI may, during the lease period/extended lease period carry out such alterations to the existing building such as partitions, office fixtures and fittings as may be easily removable.
25. No security deposit will be paid by CCI.
26. The space should have all required electrical fixtures such as switches, power points, fans, lights, exhaust fans etc.
27. The major maintenance works (civil, electrical and plumbing) shall be provided by the owner and the owner will also undertake to carry out annual repair and maintenance every year. No additional charges will be paid for the same.
28. The building should be in ready to use condition.

29. Shortlisted bidders will be informed for arranging site inspection of the offered premises.

30. Possession of the accommodation will be handed over to CCI within 30 days from the award of the order and rent shall be payable from the date of possession.

31. Rates should be quoted in Indian Rupees only.

32. All disputes would lie within the Jurisdiction of New Delhi only. CCI reserves the right to reject all or any tender without assigning any reasons thereof.

33. Earnest Money Deposit: The bidder will be required to furnish earnest money of Rs.50,000/- in the form of Demand Draft in favour of Competition Commission of India (Competition Fund A/c) payable at New Delhi. The EMD of the unsuccessful bidders will be refundable within one and half month of finalization of tender, issuing and acceptance of offer. In case of the order is not awarded or the tender is rejected, the EMD shall be refunded within two months of opening of Financial Bids. No interest would be payable on amount of EMD. Without the EMD, the tender shall be outrightly rejected. EMD should be submitted with Technical Bid. The EMD will be forfeited in case the Bidder asks for modification in his/their bids or do(es) not accept the Contract after being awarded the same.

34. Procedure for submission of tender:

i. Both the bids (Technical and Financial) duly signed by the owner or his authorised signatories should be sealed in two separate envelopes as described below:-

a) **Envelope – 1** containing Technical Bid and Annexure -I duly completed in all respects alongwith all relevant documents and Demand Draft towards EMD.

b) **Envelope -2** containing the Financial Bid as prescribed in Annexure -II showing rates, financial terms and conditions etc.

ii. Both the envelopes should be superscribed in bold letters with the statement "TECHNICAL BID FOR OFFICE SPACE FOR CCI" and "FINANCIAL BID FOR OFFICE SPACE FOR CCI" respectively.

iii. The abovementioned two envelopes should be sealed in a single cover and addressed to the Deputy Director (CS), Room No. 390, 3rd Floor, CCI, HT House, 18-20, KG Marg, New Delhi – 110001 super-scribed as **“TENDER FOR HIRING OF OFFICE SPACE”** and must reach on or before the closing time and date indicated in the beginning of this document.

35. The Technical Bid should be accompanied by the copy of this tender document with each page duly signed by the authorised signatory of the bidders, who has signed the bid, in token of bidder's acceptance of terms and conditions of the tender.

36. For any pre bid queries, submission queries, the prospective bidders may contact the Deputy Director (CS) in person or on telephone No.23473690.

37. Queries if any, raised by the CCI, subsequent to opening of the Technical Bid should be answered by the bidder within the prescribed date. In case no reply is received from the bidders, the bid shall be rejected

38. Procedure for opening of tender:

i. While opening the tender, the envelope containing the technical bid and EMD shall be opened first and acceptance of the tender according to the specified clause will be ascertained. The Evaluation Committee will open Financial Bid after evaluation of the technical bids. Financial Bids of only the technically qualified bidders will be opened.

ii. Committee appointed by the Competent Authority in CCI may visit the space offered by the bidders to ascertain the suitability of the space. The bidders would be treated to have been qualified for opening of their financial bids after evaluation of the technical bids submitted and satisfactory report from the Committee after visiting the space.

iii. The date, time and place of the opening of the Financial Bids would be informed to the bidders whose technical bids are found acceptable.

39. Bid Evaluation

i. The bid evaluation will be two stage process i.e 'Technical' and 'Financial'. First stage will be technical evaluation that shall be done on the basis of information asked in Annexure –I. The bidders that are technically qualified (First stage) shall be considered for financial evaluation i.e Stage-II in accordance of Annexure-II.

ii. The bids would be evaluated based on the basis of the criteria like distance from Hindustan Times House, suitability of space for setting up of record room, availability of power backup and rates quoted for rental of carpet area of the space.

40. Payments

i. Payments shall be made by the CCI against pre-receipted bills as per the Lease Deed to be executed between CCI and the owner or his/her authorised representative.

ii. Payment of rent will be made on monthly basis in favour of the Owner after deduction of TDS as applicable from time to time.

41. Terms of the Lease

i. The period of Lease should be minimum three years with provision for extension of the lease on mutually agreed terms.

ii. The lease can be terminated by either parties by giving a notice of not less than six months.

42. Arbitration

All disputes in connection with the execution of the contract shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder and in force shall be applicable to such proceedings. The arbitration proceedings shall take place at New Delhi only.

43. Miscellaneous

i. Offer should be valid up to six months after closing date of tender.

ii. CCI shall be under no obligation to accept the lowest quotation.

iii. Non-fulfilment of any of the above terms shall result in rejection of the bid.

iv. CCI reserves the right to reject all or any tender without assigning any reasons thereof.

44. List of enclosures

Bidders should number the pages of technical bid and provide an Index indicating the page number of each document submitted. The Index should be placed on the top of the technical bid. Each page and all details provided should be duly signed by the authorised signatory. All undertakings provided shall be on the Letter Head duly signed and stamped by the authorised signatory.

TENDER DOCUMENT – HIRING OF OFFICE SPACE FOR CCI
TECHNICAL BID

Sl	Particulars	Documents to be submitted
1	<p>Full particulars of the legal owner of the premises</p> <p>a) Name:</p> <p>b) Address:</p> <p>c) Telephone & Mobile No.</p> <p>d) E-mail ID</p> <p>e) PAN & TAN No/Service Tax No.</p>	Copies of PAN and TAN
2	Full particulars (with complete contact details e.g. postal address, phone/mobile number and e-mail ID of the person (s) offering the premises on rent/lease and submitting the tender	Please provide details
3	Status of the applicant with regard to space offered for hiring	Certificate of authorised signatory from CEO, if the owner is a firm, society etc, and power of attorney if the applicant is other than the owner
4	<p>a) Complete address with brief description and location of the space offered</p> <p>b) Whether commercial or dual use (residential-cum-commercial)</p> <p>c) Radial distance (approx..) from HT House</p>	<p>Relevant certificates from DDA and MCD/NDMC/any other authority for commercial or dual use.</p> <p>If applicable, DDA/MCD clearance certificate for use of commercial purpose.</p>
5	Total area offered for rent in Sq.ft	Certified sketch
6	Particulars of building completion certificate	Attested/self-attested copy of building completion certificate issued by competent authority
7	Whether space offered for rent is free from litigation including disputes in regard to ownership pending taxes/dues or like	Enclose copy of Affidavit from owner or Power of Attorney holder.

8	Type of space a) Whether there are any conditions for carrying out partitioning as per requirement of CCI. b) Whether modification in internal plan permitted in case of constructed space	Please provide answer to each point
9	a) Whether electrical installations and fittings, power plugs, switches etc are provided or not. b) Whether provisions for fans/exhaust fans provided or not	Please provide answer to each point
10	a) Electricity load sanctioned b) Whether willing to provide separate sub-meter for space to be hired by CCI	Please provide answer to each point
11	Details of power backup facility	
12	Details water connection/public utilities	
13	Details of Security facility	
14	Details of Fire Safety mechanism	Copy of Fire Department Certificate
15	Whether the premises is ready for occupation.	
16	a) Specify the period for which the space is being offered for rent (minimum three years) with provision of extension. b) Whether owner of the building is agreeable to keep the monthly rent fixed to remain valid for initial lease period of three years.	Undertaking from the owner/ authorised person to be submitted.
17	Various Tax receipts	Property, municipality tax etc.
18	The space offered should be free from any liability and litigation with respect to its ownership, lease/renting and there should be no pending payments against the same.	A self-attested undertaking indicating the same alongwith certificate in this regard by the competent authority.

19	Clearance/No Objection certificate from all relevant State/Central Government and Municipal authorities including Fire Department for use as office premises conforming to the municipality Rules/By-laws.	Copies of all clearances/ No Objection certificates from all relevant State/Central Government and Municipal authorities Copies of approved plan of the office space being offered. Documents in support of ownership of building/land and construction
20	Any other salient aspect of the space, which the party may like to mention	

Declaration

i. I/We have read and understood the detailed terms and conditions applicable to the subject as supplied with the bid documents and agree to abide by the same in totality.

ii. It is hereby declared that the particulars of the buildings etc., as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be false, I/We shall be liable to such consequences/lawful action as CCI may wish to take.

Dated:

Signature _____

Name: _____

Designation _____

Seal:

TENDER DOCUMENT – HIRING OF OFFICE SPACE FOR CCI - FINANCIAL BID

Sl	Particulars	
1	Full particulars of the legal owner of the premises: a) Name: b) Address: c) Telephone & Mobile No. d) E-mail ID e) PAN & TAN No.	
2	Total Area offered in Sq.ft	
3	Complete details of building viz postal address of the location	
4	Rent in Rs. Per month per Sq.ft (During the initial lease period of three years)	
5	Maintenance Charges (If chargeable)	
6	Electro mechanical charges (If chargeable)	
7	Electricity for common area (If chargeable)	
8	Any other charges (Please specify)	
9	Total (4 to 8 above)	
10	Service Tax (inclusive of Swatch Bharat Cess)	
11	Total amount per Sq.ft per month	a) In Figures _____ b) In words _____
12	Percentage of rent revision proposed (after three years)	

Note:

Rates should be quoted in figures and words without any errors, overwriting or corrections and should include all applicable taxes, etc. In case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail.

Date:

Signature of the Legal Owner/
Power of Attorney Holder

Name:

Designation:

Seal: