



Fair Competition
For Greater Good

भारतीय प्रतिस्पर्धा आयोग

COMPETITION COMMISSION OF INDIA

हिन्दुस्तान टाइम्स हाउस Hindustan Times House
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No. F.D-29013/2/2015-CSD (99)

Dated: 30-08-2017

**LIMITED TENDER ENQUIRY FOR PRINTING OF ADVOCACY AND
OTHER MATERIALS FOR CCI.**

The Competition Commission of India (CCI), is a statutory body established under the "Competition Act, 2002" to promote competition in Indian market. The CCI invites sealed quotations in two bid system (Technical and Financial) from experienced printers empanelled as class 'A' or class 'B' and Digital category of printers with Dte of Printing, Govt. of India, for designing, printing and supply of Magazine/Booklets and other printed material in CCI. Details of printing material and other terms & conditions relating to the award of Contract are given at Annexure-I. The prospective bidders may peruse and download the tender document from the official web site of the Commission i.e., www.cci.gov.in.

2. Interested eligible printing firms are, therefore, requested to submit their sealed quotations – Technical Bid (as per Annexure-II) and Financial Bid (as per Annexure-III) separately in a single sealed cover on or before **1500 Hrs. of 22 Sep, 2017**. Both the bids as well as the main envelope containing the two bids must be superscribed as "**Quotation for Printing of Magazine/Booklets and other Materials in CCI. due on 22 Sep, 2017**", "Technical Bid" or "Financial Bid", as the case may be. The financial bid will include the cost of materials, editing, designing, formatting, creating options, proof-reading, printing and supply/delivery of the materials, providing web-versions of printed materials,.

3. The sealed quotations will be opened on the same day i.e. **22 Sep, 2017 at 1530 Hrs.** in the presence of authorized representatives of bidders.

Dy. Director
CS Division

**TERMS & CONDITIONS FOR AWARD OF CONTRACT FOR
PRINTING OF ADOVACY AND OTHER MATERIAL FOR CCI.**

1. LAST DATE & TIME OF RECEIPT OF TENDERS : **22 Sep, 2017**
: **1500 HRS.**
2. DATE & TIME OF OPENING OF TENDERS : **22 Sep, 2017**
: **1530 HRS.**
3. PLACE OF SUBMITTING QUOTATIONS : Tender Box at 3rd
Floor, Reception, CCI
HT House, K.G. Marg, N.D.
4. PRE-BID MEETING : 19 Sep, 2017 at 1600 Hrs.
5. ITEMS & QUANTITY REQUIRED TO BE PRINTED:

Sl. No.	Printing Items	Quantity (approx.)	No. of pages approx.	Size of Booklet/Magazine	Specifications
1.	Quarterly Newsletter (Fair play)	1600 copies in each quarter	24 including Cover page	A4 Size	150 GSM Matt Finish Lamination (Glossy or Mat)
2.	Annual Report (Both English and Hindi version)	500 copies	88+4	A4 Size	Cover Page- 300 GSM imported Art Card Paper with lamination Text Page- 150 GSM Art Card Paper (Mat)
3.	Annual Accounts (Both English and Hindi version)	350 copies	32+4	A4 Size	Cover Page- 300 GSM imported Art Card Paper with lamination Text Page- 150 GSM Art Card Paper (Mat)
4.	Advocacy Booklet Both English and Hindi version	As per requirement	20, 12, 12, 16, 16, 20, 12, 24, 24 (Folder cum carry bag) total 09 booklets	Booklet Size (as per Sample)	Cover Page- 300 GSM imported Art Card Paper with lamination Text Page- 150 GSM Art Card Paper (Mat) 8 ½" X 6" (Approx.)
5.	Printing of Stationary and other Items	As per requirement	Details of items has been mentioned below. Specification as per sample/mentioned in Annex. III.		As per sample
6.	Composite Advocacy Booklet	As per requirement	92+4	A4 Size	As per sample *

Contd...

Sl No.	Printing Item	Quantity (approx...)	No. of pages (approx...)	Size of Booklet/Magazine	Specifications
7.	Competition Compliance Manual	As per requirement	52+4	Booklet Size	Paper Cover- 170 GSM Matt Paper Cover-300 GSM
8.	Competition Act 2002	As per requirement	64	On Requirement Basis	Cover Page-300 GSM imported Art Card paper with lamination Text Page- 150 GSM Art Card Paper (Mat)

*** Specification for item at Sr. No.06:**

As per sample

6. List of Stationery Material for printing:-

Sl. No.	Items	Approx. quantity required in a Year
1.	Letter Heads (Official)	40, 000 Nos.
2.	Letter Heads (Individual)	7, 000 Nos.
3.	A-4 Size Envelope with address printed (clothed)	6, 000 Nos.
4.	A-4 Size Envelope with address printed (without cloth)	6, 000 Nos.
5.	B-5 Size Envelope with address printed (clothed)	5, 000 Nos.
6.	B-5 Size Envelope with address printed (without cloth)	5, 000 Nos.
7.	Small Size Envelope with address (11x4 ½)	8, 000 Nos.
8.	Small Size Envelope with window (11x4 ½) with address	8, 000 Nos.
9.	File Covers with printing (Five Different Colour)	8, 000 Nos.
10.	Cobra file with printing & Clips	4, 000 Nos.
11.	Special Cobra file with printing & Clips	4, 000 Nos.
12.	Visiting Cards (Individual)	40, 000 Nos.
13.	Visitor Slip (with Sr. No.)	10, 000 Nos.

*** The Specifications of the above stationery items are as per Samples available in CCI.**

Note: The Printers are advised to see the samples/specimen i.e. already printed materials for examining the specifications. In case, there is some difference between the above mentioned specifications and the already printed materials, the specifications of already printed material will prevail. Further, exact number of pages can be verified by the bidder on going through the sample.

7. Pre-Press Job

- Text of the documents will be provided by CCI in electronic form (MS Word/PDF/MS Excel)
- Pre-press job such as DTP work including Designing/ creative options should be done with the printer's own DTP to the satisfaction of the CCI.
- Proof-reading of the manuscript by a good professional proof-reader.
- Front page: includes a banner/heading with special CCI logo.
- Back matter: includes a masthead etc.
- The Number of pages may vary in Hindi version of Magazine/Booklets.
- Increase or Decrease in no. of pages of Magazine/Booklets will however be charged/paid on proportionate basis.

8. Schedule of work

The work should be completed in all respects and material should be delivered within stipulated days from the date of placement of printing order as mentioned below:

Submission of 1 st draft proof	: within 05 days of providing the documents in electronic form, by CCI.
Submission of final proof	: within 05 days of receipt of corrected version of draft proof.
Supply of printing material	: within 05 days of receipt of approval for final proof.

Sample of each item may be inspected in the Corporate Service Division of CCI, Hindustan Times House, 18-20,KG.Marg, New Delhi during working hours. The prospective bidders are advised to see the sample before quoting the rates to avoid any confusion/ambiguity at a later stage.

For clarification of any query relating to the tender, a pre-bid meeting has been fixed at 4.00 P.M. on 19 Sep 2017.

9. Earnest Money Deposit (EMD) : The bidder must attach Earnest Money Deposit of Rs.10,000.00 (Rupees Ten thousand only) in the form of Demand Draft in favour of "Competition Commission of India (Competition Fund) Account". Bids received without EMD will be rejected. If the bidders are exempted from depositing EMD as per any Act/Orders/Instructions of Govt. of India, the latest valid certificate shall be submitted for benefit of exemption in EMD in advance. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's acceptance of the offer of contract. Bid Security of successful bidder shall be returned on receipt of Performance Security by CCI and after signing the agreement. **EMD of the bidder(s)/successful bidder will be forfeited if:**

- a) The bidder is not willing to abide by the terms and conditions after submission of the bid.
- b) The bidder withdraws the bid before receipt of final acceptance.
- c) The successful bidder fails to furnish Performance Security within the stipulated time.

Quotation

- The rate quoted should be inclusive of paper, creative options, plate layout design, positives, editing, designing, formatting, creating options, proof-reading, printing, binding and supply/delivery of materials.
- Bidders should be able to execute all the required jobs together, part quotation will not be entertained.
- The prospective bidders are advised to see the sample booklets before quoting the rates to avoid any confusion/ambiguity at a later stage. Further, exact number of pages (in different magazine/booklets) can be verified by the bidder on going through the sample booklets.
- The rates quoted by the bidders should be exclusive of all taxes.

Note: The printer must ensure safe custody and maintain confidentiality in the printing material supplied by CCI.

Two bids viz, Technical Bid, Financial Bid and Amount of EMD should be submitted in different envelopes with the superscription (i.e. Technical Bid, Financial Bid and EMD, as the case may be). All these three envelopes must be kept in a big sealed cover which may be superscribed as “Tender for printing of Advocacy and other materials due on 22 Sep 2017”. The technical bid will provide the details about the firm, its capacity, printing machine, manpower, clientage etc.(Annexure-II) whereas the Financial Bid (Annexure-III) will contain the rates/ for the quantity shown (excluding taxes) of the desired specifications/sample. Tender Evaluation Committee (TEC) will open the Financial Bids of only those bidders who stand qualified on the basis of details provided in Technical Bid. There should be no cuttings/overwriting. The cutting, if any should be duly attested. Non-attested/ amended/ overwriting figures will not be considered. Quotations received in an unsealed cover or received after the due date and time are liable to be rejected. Ambiguous bids will also be rejected. Late / delayed tenders due to any reason whatsoever will not be accepted. The successful firm will have to execute an agreement with CCI within fifteen days of issue of work order.

10. Eligibility Criteria

The bidder should have the following qualifications for bidding: (Necessary documents/certificates are required to be enclosed with technical bid)

- a. Must be in existence for not less than three years.
- b. Must be empanelled as class ‘A’ or class ‘B’ and Digital category of printers with Dte of Printing, Govt. of India.
- c. Must have annual turnover of not less than Rs.20 lacs (per year) from related/relevant activities during the last three years. Copies of audited accounts of last three years (i.e. 2013-14, 14-15, 15-16) should be enclosed with the tender documents, in support.
- d. Must have sufficient experience and expertise in the relevant field in support of which performance certificate/work orders from 03 clients should be submitted.
- e. Must have experience of working for Govt. Deptt. / PSU/reputed private institutions/bodies for at least 2 years.
- f. Must have PAN/TAN number, GST registration.
- g. Should not be blacklisted by any Ministry/Department of the Government of India or any PSU or any other organization in any time in the past.

11. Performance Security:

- a. The successful bidder shall be required to deposit an amount of Rs1,00,000/- (Rupees One Lakh Only) as Performance Security with CCI within one week of receipt of "Letter of Offer." The performance security will be in the form of bank guarantee/Fixed Deposit from any of the Nationalised/Scheduled Bank pledged in the name of the “Competition Commission of India (Competition Fund) Account”.

- b. Performance Security shall be valid for a period of 03 months (90 Days) beyond the date of completion of all contractual obligations. In case the contract period is extended, the validity of Performance Security shall also be extended by the contractor accordingly. In the event of breach/violation or contravention of any terms and conditions by the firm/agency, the said Performance Security shall be forfeited without any prior notice.
- c. Performance Security will be discharged after completion of contractor's contractual obligations.
- d. If the contractor fails or neglects any of his obligations under the contract, CCI reserves the right to forfeit either whole or any part of Performance Security furnished by the bidder as penalty for such failure.

12. Payment:

No advance shall be paid to the printing firm by CCI on any account. Payment will be released through E-Banking/NEFT after satisfactory completion of the entire work including delivery of the items and submission of bills. The requisite bank details to release payment through E-Banking/NEFT will be asked for from the successful bidder at the time of award of contract.

13. Other Important Instructions:

01. The bidder should have latest high quality colour printing machine of their own. They should have latest DTP software and hardware & sufficient manpower to operate it. The printing house should be located in Delhi/NCR region with in-house facilities including designing, printing, dispatch etc. to execute the job. Though it will be endeavour of CCI to provide sufficient time for execution of awarded work. However, in case of urgency due to Administrative Exigencies/unforeseen reasons, the successful bidder will execute the work as per CCI requirements without any extra cost.

02. The price quoted should be exclusive of all taxes. The Firms should quote unconditional rates strictly as per list of items. The tender will be awarded to that eligible Printer who has quoted the lowest rates (per 100/1000 copy) on comprehensive basis. The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

03. The rates quoted by the bidders will remain valid for a period of 120 days or till the date of finalization of tender, whichever is later.

04. The selected firm will execute a contract with CCI for a period of 01 year. The rates quoted by the selected firm, and approved by the CCI shall remain valid throughout the period of contract and requests to increase the rates for any item(s), during the currency of the contract, shall not be considered.

05. The contract will remain operative initially for a period of 01 (one) year from the date of award of the same and the vendor/printer may be asked to print additional copies in multiple of 50 copies at a time. Charges for the additional number of copies will be determined as per the quoted rates.

06. The contract can be extended for another 01 year subject to satisfactory performance and with the mutual consent of both the parties on the same rates, terms and conditions.

07. During the currency of the contract period, the selected firm can be given work order repeatedly, as and when the requirement arises, on the same rates, terms & conditions.

08. The CCI, however, reserves the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed will require to be rectified and compliance reported. If the Printer fails to rectify the deficiencies or fails to comply with direction/ instruction of the CCI his contract is liable to be terminated. The CCI further reserves the rights to suo moto terminate the contract at any point of time without giving any prior notice, in which case CCI will not be liable to any damage/cost to the printer.

09. Printing order, after due compliance of all formalities, will be placed on the selected supplier to execute the job. The Printing Firm shall print the items on urgent basis in a time schedule as decided by the CCI. The CCI may, at its discretion, place order in piecemeal depending upon the requirement. Printing orders can be placed in hard copy/soft copy. Repeat work order can be placed in hard copy/soft copy. The printing firm shall not sub-contract any job or part thereof dealt by this tender.

10. The selected Firm will be required to supply one sample each of the material to be printed for the approval of competent authority. The Printer will get the proof approved from the CCI. No final printing should be resorted to unless proof/samples are approved by CCI in writing. CCI will not be responsible for any loss occurred to the Printing Firm in case printing is done without getting the proof/sample approved by CCI.

11. The selected Firm shall ensure the delivery of the items in the office of the CCI in HT House, Kasturba Gandhi Marg, New Delhi. No separate charges shall be paid for delivery of goods.

12. Supply should normally be made during the office hours on any working day. The CCI will have the authority to place order for supply of items beyond office hours and on holidays, for which, no additional payment will be made.

13. Order for items will be placed on requirement basis. As and when there will be requirement, the printing order will be placed by the CCI and the printer will print and supply the items as per requirement of the CCI.

14. The CCI will make no advance payment. Payment will be released only after it is ensured that the items are in order and quality of items supplied is to the entire satisfaction of the CCI.

15. The CCI will have the authority to cancel any order, if the required items are not supplied on time or do not meet the specifications of the CCI.

16. Each job is required to be accomplished within the given period of time failing which CCI reserves the right to deduct a token amount not exceeding 50% of the payment for the said job.

17. The CCI may depute a team of officers to the Press of the bidder to adjudge their capability and to verify the claims furnished by the bidder.

18. The CCI reserves the right to reject any/all offer(s) without assigning any reason thereof. Any enquiry after submission of the tender will not be entertained.

19. Softcopies of the printed version to be provided by the printing firm in MS-Word and PDF (both in English and Hindi) of the Annual Reports and Annual Accounts, without any extra cost, along with printed copies, for uploading the Reports and Accounts on the website of CCI.

20. It shall be the responsibility of the printing firm to prove that it holds the valid license/registration from appropriate Government authorities for carrying out the jobs/work as dealt with by this tender.
21. CCI reserves the right to deduct any proportionate amount from contractor's payment on account of insufficient/unsatisfactory work and or wilful/careless execution of job.
22. CCI reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from CCI, failing which suitable action shall be taken by CCI.
23. At any time prior to the deadline for submission of Bids, CCI may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment/addendum/corrigendum. The corrigendum/amendment will be issued/published on CCI's website. Bidders shall be solely responsible to check the website for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.
24. To assist in the examination, evaluation and comparison of the technical bids, CCI may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, CCI reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.
25. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form of specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
26. CCI reserves the right to cancel the tender process at any time without assigning any reason thereof.
27. Bidders should sign each and every page of the tender document as a token of the terms and conditions contained in the tender documents.
- 15. Damages:** In case of default in maintaining time schedule, the CCI will impose a penalty of amount equivalent to 5% of the total tender cost per day subject to a maximum of 10 days. Delay beyond the scheduled time in excess of 10 days will be deemed to have the Printing Order cancelled. CCI will in no way be held responsible for the loss, whatsoever, attributed due to the delay in printing of booklets/material.
- 16. 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.
- 17. Jurisdiction:** the Courts of Law at Delhi/New Delhi shall have exclusive jurisdiction over any disputes arising under the resultant contract.
- 18. Intellectual Property Rights:** CCI shall have the ownership on the printed materials including IPR and other related rights over the Publications.

PROFORMA FOR TECHNICAL BID

1. Name of the Firm & Owner :
(With Tel./Mob. Nos./email)
2. Office Address with :
Tel./Fax/Mob Nos.
3. Press Address with :
Tel./Fax/Mob Nos.

Contact Person (s) Name
Tel./Fax/Mob Nos./email :
4. Date of Incorporation (more than 03 years) :
(Proof to be attached)
5. Annual Turnover (<20 Lacs) : 2013-14
(IT Returns & Audited copy of 2014-15
Balance Sheet may be 2015-16
Attached in support)
6. PAN No./TAN No. & GST No. :
(Proof may be attached)
7. Past experience with Govt. :
(Ministries/Deptts./PSUs) with
Period Service provided)
(Enclose work orders)
8. Details of Earnest Money/
Deposit (If exempted attach :
Proof)
9. Whether Terms & Conditions :
Issued by CCI are acceptable
To the Firm
10. Undertaking regarding :
Non-blacklisting
11. Whether Tender Document has :
been signed and embossed with official seal

Place: (Signature of Owner/Authorized Representative)

Date: (Seal)

Note: Necessary supporting documents/certificates are to be attached. In the absence of the requisite documents, the bids will be rejected.

PROFORMA FOR FINANCIAL BID

Magazine/Booklets for Printing			
Sl. No.	Printing Items	Units for which rates are to be quoted	Rate in Rs. (exclusive of taxes)
1.	Quarterly Newsletter (Fair play)	Per Thousand	
2.	Annual Report	Per Hundred	
3.	Annual Accounts	Per Hundred	
4.	Advocacy Booklet Both English and Hindi version	Per Hundred	
5.	Composite Advocacy Booklet	Per Hundred	
6.	Competition Compliance Manual	Per Hundred	
7.	Competition Act 2002	Per Hundred	

Sl. No.	Items	Rate in Rs. (per Hundred Unit) (exclusive of taxes)
1.	Letter Heads (Official)	
2.	Letter Heads (Individual)	
3.	A-4 Size Envelope with address printed (clothed)	
4.	A-4 Size Envelope with address printed (without cloth)	
5.	B-5 Size Envelope with address printed (clothed)	
6.	B-5 Size Envelope with address printed (without cloth)	
7.	Small Size Envelope with address (11x4 ½)	
8.	Small Size Envelope with window (11x4 ½) with address	
9.	File Covers with printing (Five Different Colour)	
10.	Cobra file with printing & Clips	
11.	Special Cobra file with printing & Clips	
12.	Visiting Cards (Individual)	
13.	Visitor Slip (with Sr. No.)	

I/We have read & understood the terms and conditions of the tender. I/We undertake that we are quoting the rates only after having seen the samples of the items and having understood the printing requirements of these items in CCI.

(Signature of Owner/Authorized Representative)
(Seal)

Place :

Date :

Undertaking

1. I/We hereby certify that all the information furnished above are true to my/our knowledge. I/We have no objection to CCI verifying any or all the information furnished in this document with the concerned authorities, if necessary.
2. I/We also certify that, I/we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.
3. I/We also undertake that my/our Firm/Company/Organization has not been blacklisted/debarred by any Govt. Dept/PSU, for directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
4. I/We also undertake that the firm or its proprietor/Director(s)/Authorized Person have not defaulted in making payment of statutory dues, and not listed as defaulter by the EPF/ESI/Service Tax/Income Tax.

Signature of the authorized signatory of the
agency Official seal/ stamp

Date:
Place