

Tender Cost: Rs. 500/-

**NATIONAL SCHOOL OF DRAMA**

(An autonomous Institute under Ministry of Culture, Govt. of India)  
Bahawalpur House, 1, Bhagwandas Road, New Delhi-110001

**TENDER DOCUMENTS ALONG WITH TERMS & CONDITIONS**

**Subject:- Tender for annual job contract for providing Un-skilled manpower at National School of Drama, New Delhi.**

1. Sealed Tenders are invited from eligible and reputed Delhi based Agencies for a period of one year from the date of initiation of contract, for providing services of Un-skilled manpower at National School of drama, New Delhi. The Contract may be extended for further period keeping in view the satisfactory performance of the Agency. Agencies shall have relevant experience of having provided similar services to other Govt. Departments i.e. Educational Institutes.
2. Tender Documents can be downloaded form NSD's website **<http://www.nsd.gov.in>** for which the Agency has to pay Rs. 500/- (Rupees Five Hundred Only) as Tender documents charges in the form of a crossed Demand Draft/Pay Order drawn in favour of the **Director, National School Drama, New Delhi** which is to be attached with tender at the time of submitting.
3. The bids are invited into two parts, i.e., **Qualifying/Technical Bid and Financial Bid**. The Qualifying/Technical Bid should be consisting of all technical details along with commercial terms and conditions as per the proforma at **Annexure-I**. The financial bid indicating item-wise prices for the items mentioned in proforma at **Annexure-II**.
4. The Qualifying/Technical Bid and Financial Bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed '**Tender for providing Un-skilled manpower**'. The Qualifying/Technical Bid and financial bid should be addressed to **The Registrar, National School of Drama, Bahawalpur House, 1, Bhagwandas Road, New Delhi-110001** so as to reach the office on or before **05.05.2015 till 11:00 A.M.** along with the Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of a crossed Demand Draft/Pay Order drawn in favour of the **Director, National School Drama, New Delhi**. The tenders received without EMD, incomplete tenders or tenders without the supporting documents or not agreeing to terms & conditions/conditional tender shall be summarily rejected. The 'Terms & conditions for providing Un-skilled manpower' are enclosed. A Tender Evaluation Committee constituted for the purpose will open the Qualifying/Technical Bid of the tenderers on **05.05.2015 at 11:30 A.M.** in the presence of such tenderers who wish to be present.
5. If an Agency qualifies in the technical bid, then only its financial bid shall be opened. The financial bid indicating item-wise prices for the items mentioned in proforma at **Annexure-II** and the taxes as applicable. The financial bids shall be opened by a Committee constituted by the office.

6. The Director, National School of Drama reserves the right to accept or reject any & all tender(s) without assigning any reason(s) thereof. No tenderer shall have any cause of action or claim against the NSD for rejection of his tender.

**A. Eligibility conditions for technical bid. Bidder is required to forward the following documents failing which the tender will be rejected.**

1. Name & address of the Firm/Agency including name of the Bank and Account No.
2. Registration Number of the Agency under the Company's Act 1956 / Administration or any other Act for providing manpower / Registration Number under the Delhi Shop & Establishment Act 1954 of Delhi Administration / Valid Contract Labour Licence / PAN No. / Provident Fund Code Number / ESI Code Number / Income Tax Number / Service Tax Number in name of the Agency / Bank Solvency Certificate for Rs. 30 Lakhs / Annual Return for last three years minimum one Crore each year. Copies of these documents are to be enclosed.
3. The Agency should have at least three years experience with Govt. Deptts., PSUs Educational/Academic organizations. Copies of these documents are to be enclosed. (Letter of Contract, satisfactory completion of services) from Ministries/ Departments/ Semi-Govt. bodies/ PSUs etc. **A List of all the job undertaken in the last 3 years by the Agency may be attached separately.**
4. The tenderer should sign and stamp each page of this tender document as a token of acceptance of the terms & conditions contained therein and submit the same along with the bid.

**B. EARNEST MONEY DEPOSIT:-**

1. Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand Only) shall be kept in the envelope containing the qualifying/technical bid. Those who do not qualify the pre-qualification conditions, shall be summarily rejected and their financial bids shall not be opened.
2. The EMD shall remain deposited with the NSD during the period of validity of the offer, i.e., maximum period of 90 calendar days from the date of opening of tender.
3. No interest shall be paid by NSD on the EMD for the above said period.

**C. EVALUATION OF TENDER:-**

1. The Qualifying/Technical Bid shall be opened in the first instance in the presence of the tenderers or their representatives. Only one authorized representative per tenderer, will be permitted to be present at the time of opening of tender.
2. In the Financial Bid indicating item-wise prices for the items mentioned in proforma at **Annexure-II** having a bearing on the amount shall be written both in words and figures. If there is any discrepancy between the amount / information quoted in words and figures, the amount/ information quoted in words will be treated as final.
3. The NSD reserves the right to select the tenderer on the basis of best possible bids received. The decision of the Tender Evaluation Committee arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind may disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for tenders in future for a period of three years.

**D. PERFORMANCE SECURITY:-**

1. The successful bidders will have to submit performance security to ensure due performance of Contract to an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of an Account Payee Demand Draft / Fixed Deposit Receipt from a commercial bank / Bank Guarantee from a commercial bank in the name of the Director, National School of Drama, New Delhi as per the text provided by the NSD.
2. The EMD of successful tenderer shall be returned after the Contract with NSD is given and performance guarantee of Rs. 50,000/- is furnished by the successful tenderer.
3. The performance security should be valid for a period of 30 days beyond the date of completion of the Contract obligation.
4. If the successful tenderer fails to furnish the performance guarantee on the terms and conditions laid down by the NSD, the tender will be rejected and the EMD shall be forfeited by NSD.

**E. COST OF TENDER AND SCHEDULE OF SUBMISSION OF TENDER DOCUMENTS:-**

- |   |                            |
|---|----------------------------|
| i) Cost of Tender   | : Rs. 500/-                |
| ii) Time and last date of submission of tender documents  | : 05.05.2015 at 11:00 A.M. |
| iii) Time and date of opening of qualifying/technical bid | : 05.05.2015 at 11:30 A.M  |
| iv) Procedure for submitting the bids                     | : Two bid systems          |

**F. GENERAL CONDITIONS OF THE CONTRACT:-**

1. National School of Drama does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders. Tenders in which any of the prescribed conditions are not fulfilled, shall be summarily rejected.
2. Canvassing whether directly or indirectly, in connection with the tender is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
3. The Contractor shall provide Un-skilled manpower. He shall ensure discipline amongst his staff and restrict unnecessary movement/assembly of their personnel in premises etc. The Contractors shall ensure proper supervision of the duties of his staff through his own supervisor.
4. The Contractor will supply fresh sets of uniform/badges, Identity cards who shall wear the same while on work and also keep their uniform clean and one set of recent passport size photograph for records each of his employee.
5. The Contractor shall be responsible for the conduct/integrity of his personnel and will also be responsible for any act of omission and commission on their part. He will vouch for their character & integrity. He shall submit police verification reports along with the photographs and the detailed particulars of the staff provided to the NSD.
6. The successful tenderer shall be fully responsible and comply with all Act, Law under CL (R&A) Act 1970 and EPF & ESIC Act, Payments of Wages Act, Minimum Wages Act or other Statutory Rules, regulations with their latest amendments, by-laws applicable with regard to the performance of the work included herein or touching this Contract, from time to time and take such necessary steps as may be deemed necessary in this regard. **The tenderer shall submit a quarterly report containing the details of EPF & ESI deducted and credited into individual's account with appropriate/concerned department as a Proof.** If it is noticed at any stage that EPF & ESI of any individual has not been credited properly the same will not be paid by this department and will not take any responsibility for this lapse. The tenderer will bear all the consequences, whatsoever, of the same.
7. The successful tenderer will accept full and exclusive responsibility for disbursement of full wages, PF, Bonus, and Medical Leave etc. and other obligations referred to under the law now and hereafter imposed by State Govt./Local Bodies for the person(s) deployed by him. The successful tenderer should accept full and exclusive responsibility of insurance of the persons deployed by him.
8. The successful tenderer shall make regular and full payment of wages, salaries, PF and any other payments due to his employee(s) and furnish necessary proof.

9. NSD will have no liability whatsoever concerning the persons deployed by the tenderer for any purpose. The successful tenderer shall keep that the NSD indemnified against all losses or damages or liability arising out of or imposed in the course of employment of person(s) by him or for any violation of such Acts, Laws of Regulations etc. by him/her, his/her agent or his/her staff.
10. The successful tenderer shall be solely responsible for setting/resolving any dispute/claim of his/her personnel during the pendency of the Contract. No liability shall accrue to NSD under any circumstances even after expiry of the contract. No claim for continuity for service under contract or other wise will be entertained by NSD.
11. The tenderer shall be responsible for payment of any compensation/settlement of any liability arising out of any death or injury caused to the persons employed by him for rendering the jobs on contract under the agreement, either under the Workmen Compensation Act or any Act in force at that time.
12. The Tenderer shall at their cost take necessary insurance cover in respect of his employee(s) and other persons employed or engaged in connection with the process of rendering the aforesaid job. The tenderer shall also comply with the provisions of relevant Acts viz Employee State Insurance Act, Workmen's Compensation Act, Wages Act, Contract Labour (Regulations and Abolition) Act and the Employee's Provident Fund and Miscellaneous Provisions Act, 1952 and the rules made there under and as modified from time to time. If the payment of Bonus Act is applicable to the tenderer's Agency, they should comply with the provisions of the Act and the rules made there under, as modified from time to time.
13. The tenderer should deploy his authorized representative for effective and proper supervision of the maintenance and upkeep jobs under the contract.
14. Tenderer shall not sub-let or sub-contract any part of this contract/job without the expressed written consent of the NSD. The Contractor shall also be responsible for any act of omission or commission on the part of his supervisors/workers. Any damage done/caused to the existing structure/furniture/fitting/equipment by the workers of the Contractor Agency shall be got rectified by the Contractor at his own risk and cost/cost received from by the Contractor.
15. NSD is an International level theatre (culture) Institute, therefore, the Housekeeping works are to be carried out as per International norms/standards.
16. The decision of the Estate Manager/Caretaker of NSD or any other authorized officer regarding the satisfactory standard of Housekeeping shall be final and binding on the Contractor. The Contractor shall comply with the monitoring mechanism/system as advised by the NSD.
17. The contractor will be fully responsible for coordinating with the licence authority and to be present & to provide all necessary details required time to time by licensing authority.

**G. SCOPE OF WORK:-**

1. The bidder shall take the sole responsibility for providing Un-skilled manpower on the approved wages fixed by the Govt. of NCT of Delhi for a period of one year from the date of award of Contract as per the text provided by the NSD.
2. The services provided by Firm/Agency shall be to the entire satisfaction of NSD.
3. The Agency shall provide the details of the staff, proposed to be deployed viz., their name, fathers name, DOB, residential address, telephone number, recent passport size photograph in form of a data base in both hard & soft form.

**H. PROVISION OF MANPOWER:-**

1. All the Un-skilled workers deployed by the Contractor will perform duties as per schedule of NSD. The Contractor shall comply with the monitoring mechanism/system as advised by the NSD.
2. The Contractor will be liable to comply any instructions/order given in written or verbal for better and efficient services.

**I. TERMINATION OF CONTRACT:-**

The contract will be valid for a period of one year from the date of agreement and may be extended for another period, if services are found satisfactory. In the event of services rendered being found unsatisfactory, the contract is liable to be terminated by giving 30 days notice and security deposit will be forfeited. The decision of the NSD in this regard will be final.

**J. DISPUTE RESOLUTION:-**

In case of any dispute with regard to the interpretation of any clause(s) of this agreement, the same shall be referred to the sole arbitration of person appointed by NSD (Ist Party), whose decision will be final and binding on both parties.

**K. DURATION / PERIOD OF CONTRACT:-**

The Contract may be awarded initially for 6 (six) months. However, extension of Contract may be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the Firm/Agency.

**L. VALIDITY:-**

The Tender shall be valid for a period of at least three calendar months from the date of opening of the tenders for the purpose of evaluation of tender. However, the rates quoted in the tender should be valid for the period of one year.

# *National School of Drama*

Annexure – I

(To be kept duly signed in Envelope 1 – Qualifying/Technical Bid)

## QUALIFYING/TECHNICAL BID

**BIDDER IS REQUIRED TO FORWARD THE FOLLOWING DOCUMENTS FOR QUALIFYING:-**

1. Name & address of the registered Firm/Agency :  
(with Tel no., Fax & Email)
  
2. Name & Address of the Proprietor/ :  
Partners/Directors (with mobile no.)
  
3. Contact Person(s) (with mobile no.) :
  
4. **LICENCE/REGISTRATION NO. OF :-**
  - (i) Valid Labour Contract License :
  
  - (ii) Registration Number of the Agency under  
the Company's Act 1956 /Administration :  
or any other Act for providing manpower
  
  - (iii) Registration Number under the  
Delhi Shop & Establishment Act 1954 :  
of Delhi Administration
  
5. PAN No. and Income Tax No. :
  
6. Service Tax Registration No. :
  
7. (i) Registration No. with PF authorities :  
(ii) Registration No. with ESI authorities :
  
8. Bank Solvency Certificate of  
minimum value Rs. 30 Lakhs :
  
9. Details of EMD :

Contd. on Page No. 2

**Annual Turnover of the Agency/firm should be minimum rupees one crore in each year.**

**A.**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Turnover			
Taxable income			
Tax paid			

Above format should be supported by documentary evidence, like copies of balance sheet, profit & loss A/C, Income Tax returns etc.

**B.** Details of the Government organizations / PSUs / Hospitals / Hostels / Establishments etc. where the services are provided by the Agency during the previous three years i.e. 2012-13, 2013-14 & 2014-15 in the following format.

<b>Name &amp; Address of client</b>	<b>Total contract value</b>	<b>Job order enclosed Yes/No</b>	<b>Contract period Start/End</b>

**DECLARATION**

I hereby certify that the information furnished above are complete and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the tender will be out right rejected & action as deem fit will be initiated against the firm/agency for black listing.

**(Signature of Authorized Signatory with date)**

Date : \_\_\_\_\_

Place: \_\_\_\_\_

**Name of the Firm/Agency & stamp**

# National School of Drama

Annexure – II

(To be kept duly signed in Envelope 2 – Financial Bid)

## FINANCIAL BID

1. Name & address of the registered Firm/Agency :  
(with Tel no., Fax & Email)
2. Particulars for providing services of Un-skilled manpower at NSD as mentioned below:-

Particulars	Amount Per Person / Per Month	Total amount for 37 nos. Un-skilled workers
1. Un-skilled Workers 37 nos. approximately <b>(9 HOURS DUTY)</b>		
2. Service Charges per month <b>(To be quoted only in amount, not in percentage)</b>		
3. Any other charges, if any		
<b>TOTAL (Per month)</b>		

**Note:- 1. Wages to Un-skilled workers will be paid as per the norms of Govt. of NCT of Delhi.**

**2. P.F., ESI & Service Tax will be applicable/paid as per latest Govt.'s norms. The Firm/Agency has to pay to the above persons at least minimum wages fixed by the Labour Department, Govt. of NCT of Delhi from time to time.**

(Signature of Authorized Signatory with date)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Name of the Firm/Agency & stamp)