

NATIONAL SCHOOL OF DRAMA

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

Tender Document along with Terms & Conditions

Subject:- Tender for annual job contract for Comprehensive Maintenance Contract of Air Conditioners & Water Coolers at National School of Drama, New Delhi.

1. Sealed Tenders are invited from eligible and reputed Delhi based Agencies for **Comprehensive Maintenance Contract of Air Conditioners & Water Coolers** at National School of Drama, New Delhi for complete period of **Date of award to 30.11.2016**. Agencies shall have relevant experience of having provided similar services to Govt., PSUs, Ministries, Academic & Educational Institutes only.
2. Tender Documents can be downloaded from 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 Comprehensive Maintenance Contract of Air Conditioners & Water Coolers**". 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 **25.02.2016 till 11:00 A.M.** along with the Earnest Money Deposit of Rs. 5,000/- (Rupees Five 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 shall be summarily rejected. A Tender Evaluation Committee constituted for the purpose will open the Qualifying/Technical Bid of the tenderers on **25.02.2016 till 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 rates 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.

7. Any exemption for tender cost, tender EMD & Security Deposit is to be taken should be supported by proper exemption valid documents failing which, exemption will not be considered and tender will be outright rejected without assigning any reason.

A. ELIGIBILITY CONDITIONS FOR TECHNICAL BID.

1. The firm/agency should have provided such services to other government organizations also. The agency must provide the experience certificate of completion of work satisfactorily from the Department where they are providing such services.
2. The firm/agency should comply with statutory obligations provided under the Service Tax/VAT, Income Tax and other act applicable & should submit documentary proof, balance sheet duly certified by Chartered Accountant showing Turnover, Service Tax, Income Tax for last three financial years.
3. The agency should submit Service Tax registration certificate without which the tender will be outright rejected.
4. The commencement of the work order will be from date of issue. You have to put all the A.C. units & Water Coolers in proper working order/operational immediately after doing the service.
5. Please note that maintenance contract includes thorough check-up of all the Air-Conditioners & water coolers and keeping them in excellent condition. **The rates should be strictly quoted keeping in view of that the repairing of Air-Conditioners will have to be attended within 02 hours after lodging of the complaint. You should have adequate manpower & spares for repair, to avoid any type of delay. It is also informed that in case of repeated delay or poor performance, contract awarded to you, shall be stand terminated and performance guarantee will be forfeited.**
6. The firm/agency should have technically qualified manpower to provide necessary service during the period of contract for maintenance of Air-Conditioners/water coolers so that the faults brought to the notice of agency should be attended to on the next working day from the day such fault is reported by the NSD.
7. In case any fault in AC/water cooler needs extensive repair for which the AC is required to be taken to the workshop, a replacement/substitute is to be provided to the next working day from the day such fault is reported by the NSD till the same is re-installed after due repairs.
8. The services provided by firm/agency shall be to the entire satisfaction of NSD.
9. On the conclusion of the Contract, the bidder/firm shall ensure that all the Air-conditioners/water coolers etc. are handed over to the NSD in working condition and duly after serviced, to the entire satisfaction of the NSD.
10. Bidder is required to forward the documents required in Technical bid duly self-certified, stamped and page no. Incomplete documents liable to be rejected without assigning any reason.

11. A List of all the job undertaken with letter of contract and satisfactory work certificate in the last 3 years by the Agency may be attached separately along with page no.
12. All the document should be page no. with index giving all the details with page no.
13. The tenderer should sign and stamp each page of tender document as a token of acceptance of the terms & conditions contained therein and submit the same along with the bid.

B. TERMS & CONDITIONS

Comprehensive Maintenance and Repairing for Air Conditioners & Water Coolers:-

- (i) Servicing, maintenance and repairing of ACs & Water Coolers including all parts, including electronic parts, components, Gas Charging complete in all respect in the Comprehensive Maintenance Contract.
- (ii) Nothing extra will be paid except only for shifting/reinstallation charges of A.C., extra copper/drain pipe if any required, at the time of shifting of A.C. will be paid extra for which item rates has to be submitted as per **Annexure-I**. Rest of the work is included in the comprehensive maintenance contract.
- (iii) Before submitting their offer, the conditions of all the installed ACs may please be seen at the places of their installments at site and satisfy themselves in all respect that all ACs & Water Coolers are in working satisfactorily.

C. EARNEST MONEY DEPOSIT:-

1. Earnest Money Deposit of Rs. 5,000/- (Rupees Five 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.

D. 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, Service Charges 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.

E. PERFORMANCE SECURITY:-

1. The successful bidders will have to submit performance security to ensure due performance of Contract to an amount of Rs. 25,000/- (Rupees Twenty Five 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. 25,000/- 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.

F. 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 | : 25.02.2016 till 11:00 A.M. |
| iii) Time and date of opening of qualifying/technical bid | : 25.02.2016 till 11:30 A.M. |
| iv) Procedure for submitting the bids | : Two bid systems |

G. 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. Rates of each item (supply & installation) as per list enclosed **Annexure-III** to be quoted separately. However rates will be paid for each item on lowest quoted rate by the parties.
4. NSD will have no liability whatsoever concerning the persons deployed by the tenderer during the maintenance of A.C. & Water Cooler.
5. The successful tenderer shall be solely responsible for setting/resolving any dispute/claim of his/her personnel during the service provided. No liability shall accrue to NSD under any circumstances even after expiry of the contract. No claim will be entertained by NSD.
6. 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 during rendering the services under the agreement, either under the Workmen Compensation Act or any Act in force at that time.
7. 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 services job.
8. 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 shall be got rectified by the Contractor at his own risk and cost/cost received from by the Contractor.
9. NSD is an International level theatre (culture) Institute, therefore, the works are to be carried out as per norms/standards and in such a manner that all premises always look neat & Clean.
10. **The rates should be inclusive of all taxes except Service Tax which should be quoted extra.**
11. For any accident occurred during the working period at NSD, the NSD will not hold any responsibility. Any damage made to the building has to be re-stored in good condition by the Firm without any extra cost.

12. Payment will be made as under : -
 - a) 50 % completion of half period of contract in satisfactory manner.
 - b) 50 % after completion of the Contract in satisfactory manners.
13. In case, the service is not found satisfactory. The Contract may be terminated without assigning any reason at any stage.
14. 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.

H. TERMINATION OF CONTRACT:-

The contract will be valid for a period of **Date of award to 30.11.2016** 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 7 days notice and security deposit will be forfeited. The decision of the NSD in this regard will be final.

I. 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.

J. DURATION / PERIOD OF CONTRACT:-

Duration of contract is w.e.f. **Date of award to 30.11.2016**. However, extension of Contract may be considered keeping in view the satisfactory performance of the Firm/Agency.

K. 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 DULY SELF-CERTIFIED, STAMPED WITH PAGE NO.:-

- | | <u>DETAILS</u> | <u>PAGE NO.</u> |
|--|----------------|-----------------|
| 1. Name & address of the registered Firm/Agency :
(with Tel no., Fax & Email) | | |
| 2. Contact Person(s) (with mobile no.) : | | |
| 3. PAN No. and Income Tax No. : | | |
| 4. Service Tax Registration No. : | | |
| 5. Details of EMD : | | |
| 6. Details of tender cost : | | |
| 7. The copies of Balance sheet for last three years duly certified by Chartered Accountant showing Turnover, Service Tax, Income Tax. | | |
| 8. Details of the experience with other Govt., PSUs, Ministries, educational/academic organization only etc. where the similar type of work services are provided by the Agency during the previous three years i.e. 2013-14, 2014-15 & 2015-16 in the following format. | | |

Name & Address of client	Total contract value	Job order enclosed Yes/No	Experience certificate enclosed - Yes/No	Page No.

A List of all the job undertaken with letter of contract and satisfactory work certificate in the last 3 years by the Agency may be attached separately along with page no.

9. Certificate of declaration enclosed.

Contd. on Page No. 2

DECLARATION

I hereby certify that all the information furnished in the offer submitted above are complete and correct to the best of my/our knowledge. I also hereby confirm and declare that the firm has not been black listed / de-listed by any Institutional agencies / Govt. Deptt. / PSU. 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.

(Signature of Authorized Signatory with date)

Date : _____

Place: _____

Name of the Firm/Agency & stamp

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Annexure – II

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

FINANCIAL BID

1. Name of the Registered Firm/Agency :

2. Address of the Firm/Agency :
(with Tel. No., Fax & E-mail)

Sr. no.	Definition of Item	Qty.	Unit	Rate	Total Amount (in words and figure)
1	Air-Conditioners (Window type)	51 nos.	Each		
2	Air-Conditioners (Split type)	98 nos.	Each		
3	Water Coolers	10 nos.	Each		
	Total:-				
	Service Tax extra as applicable				
	Grand Total:-				

The above total lum sum amount is payable for the complete period of **Date of award to 30.11.2016** for total numbers of Air conditioners & Water Coolers (showing above).

Signature of the Bidder with date

Date: _____

Place: _____

(Name of the Firm/Agency and stamp)

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Annexure – III

Rates for each item (Supply & installation) which are not covered in the Comprehensive Maintenance Contract.

Sr. No.	Items	Unit	Rate
1	Dismantling of Split type A.C.	Each	
2	Re-installation of Split type A.C.	Each	
3	Dismantling of Window type A.C.	Each	
4	Re-installation of Window type A.C.	Each	
5	Copper Pipe with installation	Per meter	
6	Electric Wire three core indoor to outdoor	Per meter	
7	Drain Hose for split A.C.	Per meter	
8	Condenser Fan (Plastic)	Each	

Note:- The rates should be inclusive of all taxes except Service Tax which should be quoted extra.

Signature of the Bidder with date

Date: _____

Place: _____

(**Name of the Firm/Agency and stamp**)