

# **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 providing Unskilled manpower services at National School of Drama, New Delhi.**

1. Sealed Tenders are invited from eligible and reputed only Delhi based agencies for a period of one year from the date of initiation of contract, for providing unskilled manpower services at National School of Drama, New Delhi. Agencies shall have relevant experience with two similar work of same capacity to Govt., PSUs, Ministries, Academic & Educational Institutes only for last three year.
2. Tender Documents can be downloaded form NSD's website <http://www.nsd.gov.in> for which the Agency has to pay Rs. 1,000/- (Rupees One Thousand Only) as Tender documents fee 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 submission.
3. The bids are invited into two parts, i.e., **Qualifying/Technical Bid and Financial Bid**. The Qualifying/Technical Bid is consisting of all technical details along with commercial terms and conditions as per the proforma at **Annexure-I**. The financial bid 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 Unskilled manpower services**'. 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 **28.06.2016 till 1500 hours** along with the Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty 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 **28.06.2016 till 1530 hours** 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.
7. Any exemption for tender cost, tender EMD 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. Bidder is required to forward their documents as required in Technical bid Annexure-I i.e. Licences from the Delhi authorities, registration nos., PAN, Service Tax, registration with PF & ESI, details of EMD, tender cost, Bank solvency, balance sheet showing turn over, profit & lost accounts & experience duly self-certified, stamped. All the documents should be in the name of the firm submitting the tender.
2. All the document should be page numbered self certified, signed and stamped. Proper index giving all the details required with page no. on the company letter head should be given. Bid is liable to be rejected without assigning any reason, in case of invalid, incomplete, ineligible, irrelevant documents. Original documents can be seen for verification, if required.
3. 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 without which tender will be not be considered.

**B. EARNEST MONEY DEPOSIT:-**

1. Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty 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, 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.

**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. No exemption is applicable on performance security.
2. The EMD of successful tenderer shall be returned after the Contract with NSD is awarded and performance security 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. 1,000/-                |
| ii) Time and last date of submission of tender documents  | : 28.06.2016 till 1500 hours |
| iii) Time and date of opening of qualifying/technical bid | : 28.06.2016 till 1530 hours |
| 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. The Contractor shall provide unskilled manpower services. 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.
3. The Contractor will supply fresh sets of uniform/badges, Identity cards to his staff 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.
4. 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.

5. The successful tenderer shall be fully responsible and comply with all 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 montly report containing the details of EPF & ESI deducted and credited into individual's account with appropriate/concerned department as a Proof for release of their monthly payment.** If it is noticed at any stage that EPF & ESI of any individual has not been credited properly, this department will not take any responsibility for this lapse. The tenderer will bear all the consequences, whatsoever, of the same. TDS will be deducted as applicable.
6. 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.
7. 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 otherwise will be entertained by NSD.
8. 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.
9. 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.
10. The decision of the authorized officials of NSD regarding the satisfactory standard of unskilled manpower services shall be final and binding on the Contractor.
11. The contractor will be fully responsible for coordinating with the licence authority and have to be present & to provide all necessary details required time to time by licensing authority.
12. Service Tax paid by the firm to the Govt. in favour of NSD for the said work will be reimbursed on production of deposit receipt in favour of NSD.
13. The successful tenderer should submit Universal Account Number (UAN) of all the staff deputed after release of their first payment.
14. The Agency will be responsible for procuring Contract Labour License from Labour Department, Govt. of NCT of Delhi within two months after being awarded the contract.

15. All disputes are subject to Delhi jurisdiction court only.

**G. SCOPE OF WORK:-**

1. The bidder shall take the sole responsibility for providing unskilled manpower services 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. The period of contract can be extended with mutual consent.
2. The Firm/Agency has to provide personnel in uniforms to be provided by the contractor while they are on duty.
4. The services provided by Firm/Agency shall be to the entire satisfaction of NSD.
5. The employees of the Agency shall be of good character and of sound health.

**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 for approval and will be responsible for providing medical fitness certificate & police clearance certificate of the staff deployed.**

**H. PROVISION OF MANPOWER:-**

1. All the unskilled manpower deployed by the Contractor will perform duties as per schedule of NSD.
2. The Contractor will be liable to comply any instructions/order given in written or verbal time to time for better and efficient services.

**I. TERMINATION OF CONTRACT:-**

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 will be valid for a period of one year from the date of award of work. Initially the contract will be awarded for six months and will be extended for another period of six months, if services are found satisfactory.

**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.

**National School of Drama**

**ANNEXURE-I**

**QUALIFYING /TECHNICAL BID**

**Technical Bid to be kept duly signed in Envelope-1**

**Bidder is required to forward the following documents with page no.:-**

(Bid is liable to be rejected without assigning any reason in case of invalid, incomplete, ineligible, irrelevant documents. Original document can be seen for verification, if required).

1. Name of the Registered Firm/Agency :
2. Address of the Firm/Agency :  
(with Tel no., Fax & Email)
3. Name & Contact of the authorized person :
4. **Licences/Registrations of the firm:-**
  - (i) Valid Delhi Labour Contract Licence with Number :
  - (ii) Valid Registration with Number under the  
Delhi Shop & Establishment Act 1954 of :  
Delhi Administration
5. Copy of PAN No. :
6. Copy of Service Tax Registration No. :
7. (i) Delhi Registration No. with PF authorities :  
(ii) Delhi Registration No. with ESI authorities :
8. Current year Bank Solvency Certificate of  
minimum value Rs. 30 Lakhs should be :  
valid on date of opening
9. Details of EMD / Tender Cost :
10. Declaration certificate on company's letter head duly stamped & signed.

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

**A.**

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
Turnover			

It should be supported by documentary evidence i.e. copies of balance sheet, profit & loss A/C duly certified by Chartered Accountant, Income Tax returns etc.

**B.** Details of the relevant experience with two work order of similar capacity of providing manpower in this field with Govt., PSUs, Ministries, educational/academic organization only etc. where the services are provided by the Agency during the previous three years i.e. 2013-14, 2014-15 & 2015-16 in the following format.

<b>Name &amp; Address of client</b>	<b>Total contract value</b>	<b>Work order description</b>	<b>Satisfactory Experience certificate</b>	<b>Placed at page No.</b>

A List of all the job undertaken with work order details and satisfactory work certificate duly self attested signed & stamped in the last 3 years by the Agency may be attached separately along with page no.

**DECLARATION CERTIFICATE ON COMPANY LETTER HEAD**

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 will be fully responsible that in case any deviation is found in the details furnished/enclosed documents at any stage, the tender will be out right rejected & legal action as deem fit will be initiated against the firm/agency.

**(Name & Signature of Authorized Signatory  
with date & Company Stamp)**

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

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

**National School of Drama**

**ANNEXURE – II**

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

**FINANCIAL BID**

1. Name of the Registered Firm/Agency :
  
2. Address of the Firm/Agency :  
(with Tel. No., Fax & E-mail)
  
3. Particulars for providing Unskilled manpower services at NSD as mentioned below:-

**Un-skilled manpower 40 nos.**

<b>Particulars</b>	<b>Total Amount</b>
Service Charges per month (To be quoted only in amount, not in percentage) Service charges should be lumsum inclusive of providing uniform of good quality to the above manpower i.e. 2 pairs of summer & 1 pair of winter woolen uniforms to be approved by NSD and statutory requirements if any.  <b>Note:- No other charges will be paid extra.</b>	

**Note:-** The Firm/Agency has to pay to the above workers at least minimum wages fixed by the Labour Department, Govt. of NCT of Delhi from time to time & will be paid accordingly (including reliving charges against weakly off). P.F. & ESI to be paid to the workers as per latest Govt.'s norms and will be paid accordingly. Service Tax deposited will be reimbursed only on production of deposit receipt in favor of NSD.

**Signature of the Bidder with date**

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

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

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