

NATIONAL SCHOOL OF DRAMA
(AN AUTONOMOUS INSTITUTION OF THE MINISTRY OF CULTURE, GOVT. OF
INDIA)

Bahawalpur House, Bhagwandas Road, New Delhi-110001

TENDER DOCUMENT

National School of Drama, Bahawalpur House Bhagwandas Road New Delhi 110001 invites sealed tenders from reputed agencies/registered publishers/ Vendors for supply of **Bloomsbury Drama Online – Perpetual access** by Bloomsbury Publishing U.K. (collection of play text, audio and video)

Interested party may submit their sealed tenders along with Tender fee of Rs. 500/- (Non refundable) & Earnest Money of Rs. 25000/- (both by Demand Draft in favour of Director, National School of Drama, New Delhi), should reach to the Office of NSD on or before 21st May, 2018 (3:30 PM) clearly super scribed “**Tender for supply of Bloomsbury Drama Online.**

The Director, NSD, reserves the right to accept/reject any or all the tenders without assigning any reason.

1. Bidders are required to submit the following information/documents as per Annexure-I

- (i) Copy of PAN No. of the firm.
- (ii) Copy of GST registration no.
- (iii) Copies of Income Tax Returns for last two years.
- (iv) Annual turnover for the last two years 2015-16 & 2016-17 (Minimum Rs. 20 Lacs).

2. Cost of Tender and schedule of submission of tender documents

- i) Cost of Tender : Rs.500/-
- ii) Time and last date of receipt of tender documents : 21st May, 2018 (3:30 PM)
- iii) Date & Time of opening of bid : 23rd May, 2018 (3:30 PM)
- iv) This is a single-bid tender. The tender in the prescribed format (Annexure-I) should be addressed to the Registrar, National School of Drama, Bahawalpur House, Bhagwandas Road, New Delhi 110 001.
- v) Those who do not meet the requirements of the conditions of the tender document shall be summarily rejected.
- vi) The price to be quoted shall include all the cost except GST. GST will be paid extra if applicable.

3. Earnest Money Deposit

- i) Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees twenty five thousand only) shall be submitted along with the offer, No interest shall be paid by the National School of Drama on the EMD.

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- ii) The EMD deposited is liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect, within the period of validity of the offer.
- iii) The EMD of all unsuccessful tenderers shall be returned within a reasonable time period after a decision is taken on the tender offers.

4. Evaluation of Tender

- i) The tender will be evaluated on the basis of single-bidding system.
- ii) The financial bid shall be opened in the presence of their representatives, if available on the specified date and time at the office of the National School of Drama.
- iii) The National School of Drama 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. 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 National School of Drama tenders for a period of two years.

5. Terms and conditions of the work

- i) Price in the tender should be indicated in original currency and also in INR after converting the same at GOC currency conversion rate as applicable on the date of submission of tender.
- ii) No escalation/revision of rates in original currency will be entertained by the National School of Drama at any stage during the execution of contract.
- iii) Online activation of access for Bloomsbury Drama Online has to be made against the Purchase Order. Electronic license agreement has to be signed with publisher for activation of online access of Bloomsbury Drama Online, after award of work.
- iv) The firm will have to provide access to all our authorized users (faculty, staff, and other authorized NSD users) within two days' time of receipt of confirmed order and access should be available within the campus for lifetime. The firm will have to ensure unlimited unrestricted access to authorized members within the campus. The access of database should be on IP authenticated and also on ID/Password based to our privileged class of users. From authorized list of users, remote access too will be allowed to access the product by limiting such access to secured methods of user identification. IP ranges will be provided with the confirmed order in favor of the successful vendor.

6. Service and other online access features

- i) The firm has to ensure uninterrupted access of product after final purchase is made.
- ii) The firm will provide complete onsite training for a day or two and support to library staff at no additional cost.
- iii) Access of Bloomsbury Drama Online on IP based within the National School of Drama New Delhi campus and remote access to provision to select users.
- iv) Users can download, take printout, and email chapters of the content covered in Drama Online for academic purposes
- v) Bloomsbury Drama Online (Perpetual Access) will be life property of National School of Drama, New Delhi

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7. Sub-letting of the Contract

The successful vendors shall be responsible for full execution of the contract. The sublet of supply order by the successful Vendor in favour of any other party is prohibited. The successful Vendor shall be under the provision of the agreement entered in this behalf between the institute and supplier bound to execute the contract without assigning it to 3rd party which will otherwise attract penalty.

8. Payment Terms

The payment shall be made within 30 days of the submission of bill after statutory deductions like Tax Deducted at Source as applicable from time to time subject to other terms & conditions.

9. Termination of Contract

i) In case of any default by the firm/agency and in any of the terms & conditions (whether General or Special), NSD may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 7 days notice in writing to the party.

ii) All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

iii) Notwithstanding anything contained herein, NSD also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 3 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Contractor.

10. Dispute Resolution

- i) If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Contract or out of the breach, termination or invalidity of the Contract hereof, the parties shall resolve them by resorting to the following in the order so mentioned.
- ii) Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a Dispute to settle such Dispute in the first instance by mutual discussions between the Parties.
- iii) If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the Dispute shall be referred to the sole arbitration of an arbitrator appointed by the Director, NSD. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice on in the similar mode on the Director, NSD requesting him to appoint an arbitrator.

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- iv) The arbitration proceedings shall be held in accordance with the provisions or Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof.
- v) The arbitration proceedings shall be conducted in the English language. The venue of Arbitration shall be New Delhi.
- vi) Each party shall bear the costs of the sole arbitrator equally. The Sole Arbitrator shall also decide as to which party shall bear the cost of the proceedings.
- vii) The Arbitrator shall from time to time with the consent of the Parties extend the time to make and publish the award.

11. Penalty

In case, at the last moment if the tenderer denies or provides unsatisfactory services, the EMD shall be forfeited.

Annexure – I**Financial Bid**

S. No.	Description of item	Price in GBP	Price in INR
1.	Bloomsbury Drama Online (Play text, Audio and Video plays). Bloomsbury publishing U.K. Perpetual access.		
2.	Name and address of the Firm/Agency		
3 .	Name, contact number & e-mail address of the representative of the Firm/Agency		
4.	Copy of income tax return of last two years (copy to be attached)		
5.	Annual turnover for the last two years 2015-16.& 2016-17 (Minimum Rs. 20 Lacs). Copy to be attached.		
6.	GST Number (copy of registration certificate to be attached)		
7.	PAN no., copy to be attached		
8.	D.D. nos.& dates i) Cost of tender form Rs. 500/- ii) EMD form Rs. 25,000/-		
9.	Bank Details i) Name of the Bank ii) Name of the Account Holder iii) Account Number iv) IFSC code of the Bank		

Date
Place:

Signature of bidder
with stamp