

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 contract for Comprehensive Maintenance of Air Conditioners & Water Coolers at National School of Drama, New Delhi.

1. Sealed Tenders are invited from eligible and reputed Agencies (only Delhi based) for **Comprehensive Maintenance Contract for Air Conditioners & Water Coolers** with manpower at National School of Drama, New Delhi for complete period of one year effective from date of award of contract. Agencies desirous of tendering shall have prior experience of having provided similar services to Govt., PSUs, Ministries, Academic & Educational Institutions situated in Delhi.
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 document charges in the form of a crossed Demand Draft/Pay Order drawn in favour of the **Director, National School Drama, New Delhi** which has to be attached with tender at the time of submitting of tender.
3. The bids are invited into two parts, i.e., **Qualifying/Technical Bid and Financial Bid**. The Qualifying/Technical Bid will consist of all technical details along with commercial terms and conditions as per the proforma at **Annexure-I**. The financial bid will consist of all the details 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 **QUALIFYING/TECHNICAL BID** and **FINANCIAL BID** respectively and both these sealed covers have 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 **11th March 2021 till 1500 hours** along with the Earnest Money Deposit of Rs. 6,000/- (Rupees Six 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 or having counter offers shall be summarily rejected. A Tender Evaluation Committee constituted for the purpose will open the Qualifying/Technical Bid of the bidders on **11th March 2021 at 1530 hours** in the presence of such bidders who wish to be present the time of opening of tenders.
5. If an Agency qualifies in the technical bid, then only its financial bid will be opened. The financial bid indicating item-wise rates mentioned in proforma at **Annexure-II** and the taxes as applicable under the relevant provisions. The financial bids shall be opened by a Committee constituted for this purpose.
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 bidder shall have any cause of action or claim against the NSD for rejection of his tender.
7. Any claim for exemption from tender cost, tender EMD & Security Deposit should be supported by appropriate applicable exemption documents i.e. NSIC, MSME, Udyog Aadhaar etc. making the agency eligible for such exemption, failing which, request for exemption will not be considered and tender will be outrightly rejected without assigning any reason.

A. ELIGIBILITY CONDITIONS FOR TECHNICAL BID – Annexure-I.

Tenderer is required to submit the following documents as required in Technical bid Annexure-I.

An index at Annexure-I should be filled giving all the following details duly filled with page numbers. No column should be left blank and should be filled only with specific details. Any discrepancy in the index details and the enclosed documents and page no. or without specific details, will render such tender liable to outright rejection and decision of NSD will be final in this regard. All the tender papers should be paginated, stamped & signed as a token of acceptance of all terms & conditions of the tender documents. Conditional tender will not be accepted at any cost or in any circumstances. Photocopies of all the original documents submitted along with the tender to fulfill the eligibility criterion should also be properly stamped, self-certified and signed (along with the name) by the duly authorized person of the Tenderer for this purpose. The Tenderer will have to produce the originals of the documents for the purpose of verification as and when required.

1. PAN Number.,
2. Goods & Service Tax (GST) Registration Number.

3. Details of EMD,
4. Details of tender cost,
5. Undertaking on Rs. 10/- non-judicial stamp paper duly signed, stamped & notarized to be attached.
6. Complete details i.e. Work Order, Satisfactory working/experience letters of three similar contracts for providing similar services (Window/split air conditioners, minimum 175 nos.) in Delhi state with Govt., PSUs & Ministries only, where the services have been provided by the Agency for last three year i.e. **2018-19, 2019-20, 2020-21** till today. Please enclose specifically three similar contracts of providing similar services.

B. EARNEST MONEY DEPOSIT:-

1. Earnest Money Deposit of Rs. 6,000/- (Rupees Six Thousand only) shall be kept in the envelope containing the qualifying/technical bid. Tender of those agencies which 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., for a 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 at the first instance in the presence of the tenderers or their duly authorised 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** & rates of each item in **Annexure-III** 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 shall be final and representation of any kind shall not be entertained in any manner.. Any attempt by any tenderer to influence the tendering process or use any kind of pressure or unethical means ,will disqualify the tenderer for the present tender and further debar it from any 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. 30,000/- (Rupees Thirty 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 finalisation of Contract with NSD and performance guarantee of Rs. 30,000/- is furnished by the successful tenderer.
3. The performance security will be valid for a period of 30 days beyond the date of completion of the Contractual 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 | : 11th March 2021 till 1500 hours |
| iii) Time and date of opening of qualifying/technical bid | : 11th March 2021 till 1530 Hours |
| iv) Procedure for submitting the bids | : Two bid system. |

F. GENERAL TERMS & CONDITIONS OF THE CONTRACT:-

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

1. Servicing, maintenance and repairing of ACs & Water Coolers including all parts and components of such units including its electronic parts, Gas Charging etc. complete in all respect.
2. No extra amount will be paid to the agency except for shifting/re-installation charges of A.C., extra copper/drain pipe if any required, at the time of shifting of A.C. , for which item rates has to be submitted as per **Annexure-III**. Rest of the work is included in the comprehensive maintenance contract.

3. Before submitting their offer the tenders may satisfy themselves about the conditions/locations of all the installed ACs and Coolers by visiting the places of their instalments at site and satisfy themselves in all respect. Any objection raised later on will not be entertained.
3. All the terms and conditions of the contract will come into effect immediately with effect from award of work. Selected Tender will have to put all the A.C. units & Water Coolers in proper working order/operational immediately.
4. Please note that maintenance contract includes thorough check-up of all the Air-Conditioners & water coolers and keeping them in excellent working condition in the premises of NSD. **The rates should be strictly quoted keeping in view, that the repairing of Air-Conditioners will have to be attended within 02 hours after lodging of the complaint. In case of any delay Rs. 1,000/- will be charged as penalty for every delay for not attending the complaint. The successful agency will have to deploy adequate manpower & necessary spares for repair/maintenance within the premises where A/C and Coolers are installed or will be installed in future.**
5. **In case of repeated delay in attending to complaints or poor performance, contract awarded to tenderer, shall stand terminated and performance guarantee will be forfeited and NSD reserve the right to make fresh tender for this purpose.**
6. **The firm/agency should have technically qualified & experienced manpower (One Technician holding minimum I.T.I. certificate from recognized institute & one helper to be deputed for this purpose) in the office hours from 10:00 a.m. to 06:00 p.m., on all working days in the premises of NSD and can be called on weekends/holidays as per requirement. The self-certified copy of the certificate of the Technician must be submitted to the NSD immediately on the commencement of the contract. The authorities can also check the original of the certificate of such technician.**
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 has to be provided by the service provider at its own cost 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 have to ensure that all the Air-conditioners/water coolers/air coolers etc. are in proper working conditions and will be handed over to the NSD after proper servicing, 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 properly paginated with index giving all the details.
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.
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. Defective tenders shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with the tender is strictly prohibited and the tenders submitted by such agencies will be liable to rejection.
16. 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.
17. NSD will have no liability whatsoever concerning the persons deployed by the tenderer during the maintenance of A.C. & Water Cooler.
18. The tenderer shall be responsible for payment of any compensation/settlement of any claim/liability arising out of any death or injury caused to the persons employed by it during rendering the services under the agreement. No claim will be entertained by NSD.
19. The Tenderer shall, at their own 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 service and submit a copy of the same with the authorities of NSD.
20. 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 technicians/workers of the Contractor shall be got rectified by the Contractor at its own risk or it will be deducted from contractor's bill.

21. NSD is an International level cultural (theatre) institute imparting teaching /education to students therefore, the employees/technical have to maintain high standard of cleanliness and hygiene and works are to be carried out as per norms/standards and in such a manner that all premises always look neat & clean .
22. In case of any accident/ miss-happening occurring during the contract period within the premises of NSD due to the acts /omissions of employees of the service providing agency of this tender, the agency will be held fully responsible for such acts /omissions. Any damage caused to the structure, instrument, person by such acts /omissions of the employees of the agency will have to be restored in good condition by such agency at their own risk and cost.
23. Payment will be made as under : -
 - a) 50 % after completion of half period of contract in satisfactory manner.
 - b) 50 % after completion of the Contract in satisfactory manners.
24. In case, the service is not found satisfactory. The Contract may be terminated without assigning any reason at any stage.

G. TERMINATION OF CONTRACT:-

The contract will be valid for a period of one year from the date of commencement of contract i.e. w.e.f award of work and may be extended for further 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.

H. DISPUTE RESOLUTION:-

In case of any dispute with regard to the interpretation of any clause(s) of this agreement, the same shall be resolved through arbitration by referring the same to the sole arbitrator appointed by NSD, whose decision will be final and binding on both parties. All dispute arising out of this contract will be subject to territorial jurisdiction of Delhi High Court.

I. DURATION / PERIOD OF CONTRACT:-

Duration of contract is one year from the date of award or such dates as mentioned above, which can be extended further subject to the satisfactory performance of the Firm/Agency.

J. 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.

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

QUALIFYING/TECHNICAL BID

Tenderer is required to submit the following documents as required in Technical bid Annexure-I.

An index at Annexure-I should be filled giving all the following details duly filled with page numbers. No column shall be left blank and should be filled with specific details. Any discrepancy in the index details and the enclosed documents and page no. or without specific details will liable to outright rejection of tender and decision of NSD will be final in this regard. All the tender papers should be paginated, stamped & signed as a token of acceptance of all terms & conditions of the tender documents. Conditional tender will not be accepted at any cost or in any circumstances. Also, the photocopies of the original documents submitted along with the tender to fulfill the eligibility condition should be properly stamped, self-certified and signed (along with the name) by the duly authorized person of the Tenderer for this purpose. The Tenderer /Tenderer will have to produce the originals of the documents for the purpose of verification if required.

	<u>DETAILS</u>	<u>PAGE NO.</u>
1. Name & address of the registered Firm/Agency : (with Tel no./ Email)		
2. Name and Address (with mobile no.) : Of the authorised person who will singeing the tender		
3. PAN No. :		
4. Goods &Service Tax (GST) Registration No. :		
5. Details of EMD :		
6. Details of tender cost :		
7. Undertaking certificate on Rs. 10/- non-judicial stamp paper duly signed, stamped & notarized : to be attached		
8. Complete details i.e. Work Orders, experience letter of three similar contracts of providing similar services (minimum 175 nos. window/split air conditioners) in Delhi state with Govt., PSUs & Ministries only, where the services have been provided by the Agency for last three year i.e. 2018-19, 2019-20, 2020-21 and continuing till date. Please enclose specifically three similar contracts of providing similar services.		

AFFIDAVIT CUM UNDERTAKING

(The agency has to give affidavit on Rs. 10/- non-judicial stamp paper duly signed, stamped & notarized)

I,-----,S/o-----Age, R/o-----Proprietor/MD/AR/Authorised Signatory of----- do hereby solemnly affirm and undertake that

1. The tenderer / agency is not involved in any criminal case anywhere.
2. The tenderer / agency is not black listed in any government offices.
3. Credentials submitted by the tenderer for this tender (duly self-certified) are genuine.
4. The reimbursement of tax claimed only on actual deposit of proof of deduction of said tax with the Govt. Department.

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 rightly rejected & performance security will be forfeited.

(Signature of Authorized Signatory with date)

Date : _____

Place: _____

Name of the Firm/Agency & stamp

Note:- The undertaking certificate should be given in the above prescribed format only. Any deviation / incomplete in undertaking certificate will liable to rejection of tender.

National School of Drama

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)

Sl. No.	Definition of Item	Qty.	Unit	Rate	Total Amount (in words and figure)
1	Air-Conditioners (Window type,1.5 to 2 Tr.)	43 nos.	Each		
2	Air-Conditioners (Split type,1.5 to 2 Tr.)	140 nos.	Each		
3	Water Coolers	10 nos.	Each		
	Total:-				
	GST as applicable				
	Grand Total:-				

The above total lump sum amount is payable for the complete period of one year from date of award for total numbers of Air conditioners & Water Coolers (showing above).

Signature of the Bidder with date

Date: _____

(Name of the Firm/Agency and stamp)

Place: _____

National School of Drama

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	
9	Iron stand for outdoor unit of split A.C.	Each	

Note:- The rates should be inclusive of GST.

Signature of the Bidder with date

Date: _____

(Name of the Firm/Agency and stamp)

Place: _____