

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:- Invitation of 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 a period of one year effective from date of award of contract. Agencies shall have relevant experience of having provided similar services to Government organizations//PSUs in Delhi only.
2. Tender Documents can be downloaded from NSD's website <http://www.nsd.gov.in>
3. The bids are invited into two parts, i.e., **Qualifying/Technical Bid and Financial Bid**. The Qualifying/Technical Bid consists 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 "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**" (**Technical Bid and Financial Bid enclosed**). 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** to be dropped into the tender box kept at the Reception of NSD on or before **06.06.2023 till 1500 hours** along with the Earnest Money Deposit (EMD) in the form of a crossed Demand Draft/Pay Order drawn in favour of the **Director, National School of 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 **06.06.2023 till 1530 hours** in the presence of authorized representative of the Tenderer who wish to be present at the time of opening of bidding. The representative of the bidding Tenderer must have an authorization letter from the competent authority of the concerned Tenderer in this regard which he has to produce at the time of the bidding.
5. If the Tenderer 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 under the relevant provisions. The financial bids shall be opened by a Committee constituted by the NSD.

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

Tenderer is required to submit the following documents as required in Technical bid Annexure-I. Since Technical bid will be evaluated on the basis of details filled in Annexure-I of Technical bid, hence an index at Annexure-I of Technical bid should be filed giving all the specific details asked with page numbers. Merely writing document enclosed will not be accepted. No column shall be left blank or without specific details. Any discrepancy found in the index details and page no. mentioned in the Annexure-I of Technical bid and the enclosed documents will be outrightly rejected. All documents enclosed must be in the name of the firm, participating for the tender. All the tender papers should be paginated, stamped & signed as a token of acceptance of all terms & conditions of the tender documents to avoid rejection of tender. 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 self-certified and properly stamped by the duly authorized person of the tenderer for this purpose. The Tenderer will have to produce the originals of the photocopies enclosed for the purpose of verification whenever required.

IN CASE OF NON FULLFILLING OF ALL THE ABOVE CONDITIONS/NON-SUBMISSION OF ALL THE SPECIFIC/COMPLETE DOCUMENTS ASKED, THE TENDER WILL BE LIABLE TO OUTHRIGHT REJECTION AND DECISION OF NSD WILL BE FINAL.

1. Registration under Delhi Shops & Establishment in Air-conditioning.
2. PAN Number.
3. Goods & Service Tax (GST) Registration Number.
4. Details of EMD.
5. Undertaking certificate on Rs. 10/- non-judicial stamp paper duly signed, stamped & notarized to be attached.
6. Complete details i.e. only relevant satisfactory working experience letter along with Work Order of two similar contract of providing Comprehensive Maintenance Contract for Air Conditioners only (Window/split air conditioners, minimum 175 nos.) with Government organizations/PSUs in Delhi only, where the services are provided by the Tenderer atleast for one year w.e.f. 01.01.2022 onwards. The contract below minimum 175 nos. air conditioners will not be considered. Conditions given below:-
 - a) The Work order along with Satisfactory/Completion certificate will only be considered and should be issued by the authorized signature of issuing authority clearly highlighting the period of contract, no. of air conditioners, name of the services provided, name of the issuing Govt. organization etc.

- b) The minimum contract period should be atleast one year. The contract below one year period will not be considered and contract period will be applicable w.e.f. 01.01.2022 onwards.
- c) Satisfactory/Completion letters is must and should be issued from the two different Government organizations/PSU of Delhi only. Extension of contract from same organization will be considered as a single contract as it is issued from a same organization.

B. EARNEST MONEY DEPOSIT:-

1. **Earnest Money Deposit (EMD) of Rs. 6,000/- (Rupees Six Thousand only)** in the form of a crossed Demand Draft / Pay Order drawn from a commercial bank in the name of the **Director, National School of Drama, New Delhi** shall be kept in the envelope containing the qualifying/technical bid.
2. **THE EMD IS REFUNDABLE.** The EMD of the unsuccessful tenderers will be refunded after the award of work. EMD of the successful tenderer will be refunded after furnishing the Performance Security. However, if the successful tenderer fails to furnish the Performance Security on the terms and conditions laid down by the NSD, the tender will be rejected and the EMD will be forfeited by NSD. Hence it is essential that the participating firm have to submit the EMD for consideration of their tender. **NON-SUBMISSION OF EMD WILL AUTOMATICALLY LEADS TO REJECTION OF THEIR BID.** No representation in this regard will be considered and NSD decision will be final.
3. 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.
4. No interest shall be paid by NSD on the EMD for the above said period.

C. PERFORMANCE SECURITY:-

1. The successful Tenderers will have to submit performance security towards successful performance of contract for an amount of **Rs. 40,000/- (Rupees Fourty Thousand only)** in the form of a Fixed Deposit Receipt / Bank Guarantee from a commercial bank in the name of the **Director, National School of Drama, New Delhi**. Since it is concerned with the successful performance of the contract, no exemption is applicable on performance security and decision of NSD is final.
2. The EMD of successful tenderer shall be returned only after the Contract with NSD is awarded and performance security of Rs. 40,000/- 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 Security on the terms and conditions laid down by the NSD, the tender will be rejected and the EMD shall be forfeited by NSD.

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 half an hour before the time of opening of tender with authorization letter and proof of identity.
2. In the Financial Bid, amount mentioned in proforma at **Annexure-II** & rates of each item in **Annexure-III** should 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 rates quoted, past experience and reasonability of rates for execution of this work. 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. SCHEDULE OF SUBMISSION OF TENDER DOCUMENTS:-

S. No.	Particulars	Details
1	Earnest Money Deposit (EMD)	Rs. 6,000/-
2	Performance Security	Rs. 40,000/-
3	Time and last date of submission of tender documents	06.06.2023 till 1500 hours
4	Time and date of opening of qualifying/technical bid	06.06.2023 till 1530 hours
5	Procedure for submitting the bids	Two bid systems

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. Nothing extra will be paid.
2. Only the shifting/re-installation charges of A.C., extra copper/drain pipe if any required, will be paid, at the time of shifting of A.C., for which item rates has to be submitted as per **Annexure-III**.

3. Window/Split type including inverter air conditioners are installed. Before submitting their offer the tenderer may satisfy themselves about the conditions/locations of all the installed ACs and Water Coolers by visiting the places of their installments at site and satisfy themselves in all respect. Any objection raised later on will not be entertained.
4. All the terms and conditions of the contract will come into effect immediately with effect from date of award of work. Selected Tenderer should ensure that all the A.C. units & Water Coolers in proper working order/operational immediately.
5. Please note that maintenance contract includes thorough check-up of all the Air-Conditioners & water coolers and keeping them in excellent working condition. **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.**
6. **In case of repeated delay in attending to complaints or poor performance, contract awarded to tenderer, shall stand terminated and performance security will be forfeited and NSD reserve the right to make fresh tender for this purpose.**
7. **The firm/agency should have technically qualified & experienced manpower (One Technician holding minimum I.T.I. certificate or Diploma from a 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.**
8. 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.
9. 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.
10. The services provided by firm/agency shall be to the entire satisfaction of NSD.
11. On the conclusion of the Contract, the bidder/firm have to ensure that all the Air-conditioners/water 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.

12. 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. All pages of the complete tender submitted must be page numbered, neatly typed and signed by the person duly authorized to sign by the Tenderer for acceptance of tender failing which tender will be outright rejected.
13. Conditional bids / offers will be summarily rejected.
14. 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.
15. 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.
16. Canvassing or offering any advantage or any inducement by any person or Tenderer with a view to influencing acceptance of a bid in their favour or in favour of any Tenderer or person having any interest in the bid, will be an offence under law of India. Such action will result in the rejection of the bid in addition to other punitive measure.
17. NSD will have no liability whatsoever concerning the persons deployed by the tenderer for any purpose. The successful tenderer shall ensure that the NSD should be indemnified against all losses or damages or liability arising out of or caused, imposed in the course of employment of person(s) by him or for any violation of such Acts, Laws or Regulations etc. by him/her, his/her agent or his/her staff.
18. 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.
19. 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.
20. 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.
21. All the statutory requirements to be complied as per government rules & regulations.

22. Tenderer shall not sub-let or sub-contract any part of this contract/job without the expressed written consent of the NSD. The Tenderer 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 Tenderer will have to be rectified by the Tenderer at his own risk and cost. In case the Tenderer fail to rectify / indemnify the damage, the NSD reserve the right to deduct it from the performance security.
23. NSD is an International level cultural (theatre) institute imparting teaching /education to students therefore, the employees/technicians 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.
24. One bid per Tenderer:- Each Tenderer shall submit only one tender either by himself or as a partner in a joint venture, consortium. If a Tenderer or any of the partner in a joint venture participate in more than one bid the bids are liable to be rejected.
25. Bids and all accompanying documents shall be in English, in case any document is in other language, it shall be accompanied with its English translation. The English version shall prevail in matters of interpretation and decision of NSD will be final in this regard.
26. If the successful Tenderer refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame specified by the NSD. Tender will be rejected and Earnest Money Deposit shall be forfeited.
27. 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.
28. TDS will be deducted from the bills as applicable.
29. In case, the service is not found satisfactory. The Contract may be terminated without assigning any reason at any stage.

G. 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 performance security deposit will be forfeited. The decision of the Director, 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 referred to the sole arbitrator appointed under the provision of Indian arbitration and conciliation Act 1996 by NSD (Ist Party) at the cost of both the parties in equal measure, whose decision will be final and binding on both parties. All the disputes arising between the parties shall be tried within the Delhi jurisdiction.

I. DURATION / PERIOD OF CONTRACT:-

The contract will be valid for a period of one year from the date of agreement. The contract can also be extended further upto three years as per requirement, if services are found satisfactory on same tender terms & conditions.

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.

NATIONAL SCHOOL OF DRAMA

Annexure – I

(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. Since Technical bid will be evaluated on the basis of details filled in Annexure-I of Technical bid, hence an index at Annexure-I of Technical bid should be filed giving all the specific details asked with page numbers. Merely writing document enclosed will not be accepted. No column shall be left blank or without specific details. Any discrepancy found in the index details and page no. mentioned in the Annexure-I of Technical bid and the enclosed documents will be out rightly rejected. All documents enclosed must be in the name of the firm, participating for the tender. All the tender papers should be paginated, stamped & signed as a token of acceptance of all terms & conditions of the tender documents to avoid rejection of tender. 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 self-certified and properly stamped by the duly authorized person of the tenderer for this purpose. The Tenderer will have to produce the originals of the photocopies enclosed for the purposed of verification whenever required.

IN CASE OF NON FULLFILLING OF ALL THE ABOVE CONDITIONS/NON-SUBMISSION OF ALL THE SPECIFIC/COMPLETE DOCUMENTS ASKED, THE TENDER WILL LIABLE TO OUTRIGHT REJECTION AND DECISION OF NSD WILL BE FINAL.

DETAILS TO BE FILLED WITH PAGE NO.

Page No.

- | | |
|---|---|
| 1. Name of the Registered Tenderer | : |
| 2. Address of the Tenderer
(with Tel no., Fax & Email) | : |
| 3. Contact Person(s) (with mobile no.) | : |
| 4. Registration under Delhi Shops &
Establishment in Air-conditioning | : |
| 5. PAN No. | : |
| 6. Goods & Service Tax (GST) Registration No. | : |
| 7. Details of EMD | : |
| 8. Undertaking certificate on Rs. 10/- non-judicial
stamp paper duly signed, stamped & notarized
to be attached | : |

9. Complete details i.e. only relevant satisfactory working experience letter along with Work Order of two similar contract of providing Comprehensive Maintenance Contract for Air Conditioners only (Window/split air conditioners, minimum 175 nos.) with Government organizations/PSUs in Delhi only, where the services are provided by the Tenderer atleast for one year w.e.f. 01.01.2022 onwards. The contract below minimum 175 nos. air conditioners will not be considered. Conditions given below:-

- a) The Work order along with Satisfactory/Completion certificate will only be considered and should be issued by the authorized signature of issuing authority clearly highlighting the period of contract, no. of air conditioners, name of the services provided, name of the issuing Govt. organization etc.
- b) The minimum contract period should be atleast one year. The contract below one year period will not be considered and contract period will be applicable w.e.f. 01.01.2022 onwards.
- c) Satisfactory/Completion letters is must and should be issued from the two different Government organizations/PSU of Delhi only. Extension of contract from same organization will be considered as a single contract as it is issued from a same organization.

Signature of the Bidder with date

Date: _____

(Name of the Firm/Agency and stamp)

Place: _____

AFFIDAVIT CUM UNDERTAKING

The Tenderer has to give affidavit on Rs. 10/- non-judicial stamp paper duly signed, stamped & notarized certifying 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.
5. Certified that all the documents enclosed in the Tender are genuine & correct and in case of discrepancy the tender will be out rightly rejected.
6. If the performance is not found satisfactory by the NSD, the performance security submitted will be forfeited by NSD and NSD decision will be final.
7. 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 tenderer has not been black listed / de-listed by any Institutional agencies / Govt. Deptt. / PSU. I understand that in case any discrepancy is found in the above statement at any stage, the tender will be out right rejected & performance security will be forfeited & NSD decision will be final.

I accept all the tender terms and conditions including undertaking (1) to (7).

**Signature of the authorized representative/signatory
of Tenderer with date and designation.**

Date : _____

Place: _____

Name of the Tenderer & stamp

Note:- The undertaking certificate should be given only on non-judicial stamp paper with duly notarized and in the above prescribed format only. Any deviation / incomplete 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 & address with telephone no. :
of the Registered Tenderer

S. No.	Definition of items	Quantity	Unit	Rate	Total Amount (in words and figure)
1	Air-Conditioners (Window type, 1.5 to 2 Tr.)	35 nos.	Each		
2	Air-Conditioners (Split type, 1.5 to 2 Tr.)	134 nos.	Each		
3	Water Coolers	11 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 (mentioned above). 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. TDS will be deducted from the bills as applicable.

I agree and accept all the terms & conditions of the tender.

**Signature of the authorized representative/signatory
of Tenderer with date and designation.**

Date: _____

Place: _____

(Name of the Tenderer and stamp)

NATIONAL SCHOOL OF DRAMA

Annexure – III

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

S. No.	Items	Unit	Rate per unit in figure	Rate per unit in words
1	Dismantling of Split type A.C.	Each		
2	Re-installation of Split type A.C.	Each		
3	Dismantling of outdoor of Split type A.C.	Each		
4	Re-installation of outdoor of Split type A.C.	Each		
5	Dismantling of Window type A.C.	Each		
6	Re-installation of Window type A.C.	Each		
7	Copper Pipe with installation	Per meter		
8	Electric Wire three core indoor to outdoor	Per meter		
9	Drain Hose for split A.C.	Per meter		
10	Condenser Fan (Plastic)	Each		
11	Iron stand for outdoor unit of split A.C.	Each		

Note:- The rates should be inclusive of GST. 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.

Signature of the Bidder with date

Date: _____

Place: _____

(Name of the Firm/Agency and stamp)