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**PROPOSAL DOCUMENT FOR SECURITY SERVICES AT  
FORE SCHOOL OF MANAGEMENT B-18, QUTUB  
INSTITUTIONAL AREA, NEW DELHI-16**

1. Proposal is invited by FORE School of Management, B-18, Qutub Institutional Area, New Delhi-16 from reputed, experienced Security agencies/Organisation for providing Security services in the Institute at the above mentioned address. The Firm should have valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Goods & Services Tax Registration Certificate and PAN Card and having similar line of business for more than 2 years towards out-sourcing of security services in office buildings in Delhi. The service providers should have local Offices at Delhi to ensure satisfactory fulfillment of contractual obligations. The tentative details of the task and deployment of personnel can be seen at Para 15 & 16.
2. The Service Provider Agencies/ Firms having good track record, manpower capacity and relevant experience are eligible to forward their proposal. They should produce satisfactory work completion certificate. Proposal must cover the following: -
  - (a) Checklist of documents submitted as per Performa at **Annexure-1** duly filled in.
  - (b) Agency profile including previous experience of manpower supply to Educational Institution, if any.
  - (c) Satisfactory work completion certificate along with the contact Nos. and person of the organization issuing the certificate.
  - (d) A Separate cover indicating the rates only which are to be quoted on monthly basis (**Annexure-2**). The breakdown should be clearly mentioned.
  - (e) An EMD amounting to 5% of the total Annual Contract in DD favouring FORE School of Management payable at New Delhi.
  - (f) The sealed covers should be placed in the envelope superscribed '**Proposal for Security Services**'. This should be addressed to FORE SCHOOL OF MANAGEMENT, B-18, QUTUB INSTITUTIONAL AREA, NEW DELHI-110016 or hand delivered latest by 1700 hrs. on 16.03.2018.
3. Proposal received after, the due date and time will be summarily rejected. Incomplete and conditional proposals shall not be accepted.

4. The FORE designated Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria as it may fix and only those found fit will be eligible for further consideration.
5. The bidders are required to submit the attested copies of valid Registration Certificate, EPF Registration, ESI Registration, ISO certification if any, Pan-Card and GST registration certificate along-with the proposal, failing which the proposal shall be declared as non-responsive and thus liable for rejection.
6. Submission of more than one proposal paper by a bidder for a particular work will render the proposal liable for rejection.
7. The companies/organization may assess about the nature and quantum of work before quoting their rate.
8. The rates for different category of manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act-1970 and the Minimum Wages Act 1948.
9. The supervision charges, if any, rate of wages, statutory dues and other allowances etc. under the labour law and other laws payable by the employer (the bidder) should be indicated in detail as per the enclosed.
10. The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the proposed rate.
11. The bidders while submitting Proposal shall furnish an affidavit along with the Proposal about the authenticity of the Proposal document including EMD. Conditional Proposals will not be accepted under any circumstances by the Institute. EMD deposit of unsuccessful bidders will be refunded within 30 days after finalization of Proposal without interest.
12. The Bank Draft/ Bankers Cheque produced in relation to this Proposal should be drawn on any Scheduled Bank in favour of the "FORE SCHOOL OF MANAGEMENT, payable in Delhi. On the reverse of the Bank Draft/Bankers Cheque the name of the Party should be mentioned.
13. The authority reserves the right to reject any or all the proposals without assigning any reason thereof.
14. RIGHT TO ACCEPTANCE OR REJECTION OF PROPOSALS:
  - A. The Proposal is liable to be rejected inter-alia: -
    - (i) If it is not in conformity with the instructions mentioned in the proposal paper.
    - (ii) If it is not properly signed by the bidder.
    - (iii) If it is received by FAX, E-MAIL or in OPEN COVER.
    - (iv) If it is received after the expiry of the due date and time.
    - (v) If it is not accompanied by the requisite EMD and proper documents.
  - B. This office reserves the right to:
    - (i) Accept / Reject any of the proposal in full or part thereof.
    - (ii) Revise the requirement at the time of placing the order.

- (iii) Add, modify, relax or waive any of the conditions stipulated in the Proposal specification, wherever deemed necessary.
- (iv) Reject any or all the proposals in part or full without assigning any reason thereof.

15. **SCOPE OF WORK:**

To provide Security services in the FORE SCHOOL OF MANAGEMENT, B-18, QUTUB INSTITUTIONAL AREA, NEW DELHI-110016 during the contract period. Detailed job description of armed and un-armed guards will be intimated at the time of award of contract.

Agencies deputed for the task shall maintain an updated site on their own web and facilitate updated information on FORE web by timely giving the data.

16. **REPRESENTATION AND WARRANTIES BY SECURITY AGENCY:**

- (a) The Security Agency shall provide competent, experienced, trained and efficient persons to ensure that the purpose for which the security guards are deputed is effectively and properly served.
- (b) The Security Agency hereby confirms that the employees / representatives discharging their obligations as per this agreement shall not be construed as the employees of the FSM in any manner whatsoever and shall at all times be considered the contract employees of the Security Agency only. This shall be specifically stated in the Order to be issued by the Agency to the security guard.
- (c) The Security Agency will be responsible for payment of salaries, wages, including any allowances called by any name to the security guards provided to the FSM and the FSM shall not be liable for any such payment to the security guards. The Security Agency will pay the wages/salary to their guards by way of credit to their respective Bank accounts of the security guards. The Security Agency, shall furnish the satisfactory proof by way of production of relevant documents, of having paid the wages either through cheque/ECS transfer only to the security guards engaged by them within one week of the disbursement of the wages to them.
- (d) The Security Agency shall maintain up to date records of the guards and the appropriate details as per the applicable Shops & Establishments Act and will discharge all obligations under various statutory and / or labour laws viz: EPF Act, ESI Act, Gratuity, Bonus Act, Workman's Compensation Act, Contract Labour, (Regulation & Abolition Act) etc or under any other State / Union Legislation in respect of guards engaged by the Security Agency.
- (e) The Security Agency shall obtain necessary permissions and licences from the concerned Government, Statutory and / or Local Authorities as required under the Contract Labour (Regulation & Abolition) Act, Private Security Guards (Regulation of Employment & Welfare) Act etc or under any other State / Union Legislation in respect of providing security guards to the FSM. The Security Agency shall produce the copy of such registration to the FSM.

- (f) Neither the Security Agency nor any of their guards will have any claim against the FSM for any liability arising out of any commission /omission caused by the guards while on duty.
- (g) The Security Agency shall be responsible for all its employees and shall pay any compensation to its employees under any law for the time being in force for any liabilities arising there under and the FSM shall not be liable or responsible for the same in any manner. The Security Agency shall maintain adequate and proper books, accounts, registers for the same and get it audited from the Chartered Accountants / Auditors and shall produce the copies or the same to the FSM, whenever called for by the FSM. The Security Agency shall allow the FSM or its representatives or nominee to inspect such books, accounts and registers so maintained by the Security Agency on any day after prior intimation.
- (h) The Security Agency will:
- i. Conduct verification of all guards including Police verification.
  - ii. Maintain verification report and photographs of all the guards deputed on FSM duty. These records shall be furnished to the FSM immediately as and when required.
  - iii. Ensure that all guards are duly briefed about their role on duty before they are deployed at the site with minimum of two (2) hrs of training. The details of the training shall be made available to the FSM as and when required.
  - iv. Ensure that no guard works for more than one shift on a day.
  - v. Make monthly roster (with shifts and guards)
  - vi. Follow system that facilitate intra and inter site rotation of guards once in six months.
  - vii. Relay message to guards the same day (if communicated to security agency at 1100) else within 24 hrs.
  - viii. Have a supervision system in place; the supervisor must also undertake night inspection of sites. Each site to be checked at least two times a week for the night shift.
  - ix. Ensure that the guards are given mandatory weekly off's.
  - x. Ensure that the supervisor signs the occurrence log every time, he visits the FSM for inspection.
  - xi. Take immediate action (police complaint if necessary) against the erring guard with intimation to FORE.
  - xii. Prepare and dispatch incident report/activity attendance report within three hrs via Fax and Email (TAT) to the channel supervisor.
  - xiii. Provide register book for log entries.
  - xiv. Maintain old log books (used book) systematically and retrieve information as may be required by the FSM.
- (i) In case of mishap sustained by guard of whatsoever nature (minor/major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the security agency and not of the FSM.
- (j) If for any reason, compensation, cost etc are paid by the FSM, the same shall be reimbursed by the Security Agency, to the FSM without any protest and /or demur, within a period of seven days from such demand being made by the FSM including the payment of interest as sought by the FSM till actual realization.

- (k) In the event of theft, robbery, burglary, dacoity or pilferage of the FSM's property or material, the Security Agency shall actively assist the FSM for the investigation of the case and if negligence / collusion of guards are established / such loss due to theft, act of omission and/or commission etc to be made good by the Security Agency, without any protest and/ or demur within a period of seven days from such demand being made by the FSM upon the Security Agency.
- (l) In case of any property loss / injury to any FSM staff due to the negligence of the security guards or due dereliction of duty or inattentiveness or negligence of the security guards, all liabilities arising out of such incident will be fully met by the Security Agency, without any protest and/ or demur within a period of seven days from such demand being made by the FSM upon the Security Agency.
- (m) The Security Agency shall make good the loss caused to the FSM arising from negligence or inefficiency of the Agency or its employees or its representatives, without any protest and/ or demur within a period of seven days from such demand being made by the FSM upon the Security Agency.
- (n) The Security Agency shall not assign or transfer any of the rights, duties, or obligation herein to any person, without the prior written consent of the FSM. Such attempt of assignment or transfer by the Security Agency shall be null and void.
- (o) The Security Agency shall change the security guards provided to the FSM, at least once in 6 months and/or earlier as and when called upon by the FSM to do so.
- (p) The Security Agency agrees and undertakes that the security services provided by the security guards shall be to the entire satisfaction of the FSM and the Security Agency will make it clear to the security guard so deputed and/or its personnel so engaged for rendering the services as undertaken in terms of this agreement, that the latter are strictly the employees of the Security Agency only and they shall have no claim against the FSM and that the FSM shall not be liable to pay wages, salary, compensation and statutory benefits due to the Security Guards under the applicable statutes and/ or labour laws and other legislation and the Security Agency shall be responsible for paying wages, salary and providing such amenities to its employees admissible under the applicable law/rules/services conditions.
- (q) The FSM shall be entitled to supervise the services provided by the security agency and if it finds that the conduct, behaviour and performance of work of any of its security guards so deputed is unsatisfactory, the FSM may at its sole discretion issue directions to the Security Agency to immediately recall the particular person and substitute him by another person and the Security Agency shall comply with such directions issued by the FSM forthwith.

## 16. INDEMNITY

- A. The Security Agency agrees to hold keep the FSM harmless, indemnify and keep indemnified at all times from and against all direct, indirect or consequential loss, claims, damages, penalties, costs and expenses, including attorney's fees, caused by the negligence of the Security Agency, its staff / Personnel or its authorized representatives or arising due to the performance or non-performance of the Security Agency's obligations under this Agreement:
- (a) failure by the Security Agency to perform any of its obligations under this Agreement, in accordance with the provisions of this Agreement;
  - (b) any claim from any statutory authority or any employee/s or agent or employee/s of subcontractors of the Security Agency with respect to the terms of service of the employee/s, agent/s, or employee/s of subcontractors of the Security Agency, arising in relation to non compliance by the Security Agency with any matter set out in hereinabove and / or non adherence to statutory and/ or legal norms;
  - (c) any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this agreement by the Security Agency/its employees/agents/subcontractors;
  - (d) any robbery, theft, extortion, misappropriation or accident in relation to any assets or properties or documents or instruments of the FSM which are, or are deemed to be, in the custody of the Security Agency; and
  - (e) any and all adverse claims of whatsoever nature made on the FSM by the personnel.
  - (f) Failure of the Security Agency to replace the guards / Gunmen within the prescribed turnaround time, upon demand to that effect being raised by the FSM.
  - (g) Failure of the Security Agency to ensure that the Security Guards are in uniform while on duty.
  - (h) Raising wrongful bills
  - (i) Security Guards not reporting for duty and / or lack of attendance
  - (j) Providing of faulty arms and ammunition.
- B. The Security Agency shall be liable to pay the amount to the FSM, as determined by the FSM at its sole discretion under this provision, on demand within a period of seven days from such demand by the FSM and the FSM shall be entitled to adjust the amounts so determined to be due from the Security Agency against the future payments due by the FSM to the Security Agency.
- C. The Security Agency shall co-operate fully in defending any claim/s by any local, state or central authority against the FSM with respect to any levies, taxes, duties, fines, and/or penalties etc. due and payable by the Security Agency, and shall indemnify the FSM, fully and without limit, against the same. This provision shall survive the termination of this Agreement.
- D. The Security Agency hereby agrees to indemnify and hold the FSM harmless from any loss, claim, damage, costs or expense of any kind including reasonable

attorney's fees, to which the FSM may be subjected by virtue of a breach of any of the representations and/or warranties set out hereto.

- E. Notwithstanding any other provisions of this Agreement, in no event shall the FSM be liable to the Security Agency for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Services, materials or assistance provided under this Agreement.
- F. The Security Agency also agrees to pay any amount and / or monies claimed by the FSM at its sole discretion, by way of liquidated damages in the event of the breach of the covenants as stipulated in terms of clause no.1 hereinabove, within a period of not more than seven (7) days from such demand being raised by the FSM upon the Security Agency.

## **17. CONFIDENTIALITY AND NON –DISCLOSURE**

- a) All details, documents, paper, statements, business/customer information and FSM's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the Security Agency and / or its employees or coming into the possession of the Security Agency and / or its employees shall be treated as absolutely confidential and the Security Agency irrevocably agrees and undertakes and ensures that the Security Agency and all its employees shall keep the same secret and confidential and not disclose the same in Whole or Part to any person without written permission from the FSM nor shall use or allow to be used any information than as may be necessary for the due performance of the Security Agency's obligation hereunder. The Security Agency hereby specifically agrees to indemnify and keep the FSM indemnified safe and harmless at all times against all or any consequences arising out of breach of this undertaking by the security agency and / or its employees and shall immediately reimburse and pay to FSM on demand, with out any protest and / or demur all damages, loss, cost, expenses or any changes that FSM may suffer, incur or pay in connection therewith, within a period of seven days from such demand being raised by the FSM upon the Security Agency.
- b) Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and / or alteration.
- c) Not to misuse or permit directly or indirectly, commercial exploit the confidential information for economic or other benefit that is not envisaged in terms of this Agreement.
- d) Not to make or retain any copies or record (in any form) of any confidential information submitted by FSM other than as may be required for the performance of the Security Agencies obligation under this agreement.
- e) Notify the FSM promptly of any unauthorized or improper use or disclose of the information.
- f) Return all information, which is in custody of the Security Agency at the end of the specific assignment.
- g) The Security Agency hereby unconditionally agrees and undertakes that it and / or its personnel shall not disclose or publish the terms and conditions of this agreement or disclose the information's submitted by the FSM under this agreement to any third party unless such disclosure is required by law. This obligation will also not apply to any information which:

- i. at the time of disclosure is in the public domain
- ii. after disclosure is published or otherwise becomes part of the public domain through no fault of the recipient of the information **OR**
- iii. was in possession of the recipient at the time of disclosure and was not acquired directly or indirectly, from other party under an obligation of confidence.

#### **18. TERM AND TERMINATION:**

- a) This agreement will be for a period of **One Year (1 year) with effect from 1<sup>st</sup> April 2018 to 31<sup>st</sup> March, 2019**. The agreement can be renewed further for a period of One year (1 years) on the mutually agreed terms as to deployment of security guards and consideration by exchange of letters. The FSM shall, in the event of the Security Agency committing any breach of any of the terms and conditions of this agreement or if the services provided by the Security Agency is considered to be unsatisfactory by the FSM or for any other reason considered by the FSM sufficient, be entitled to terminate this agreement by giving one month's notice in writing and the Security Agency shall not be entitled to any compensation in case of such termination.
- b) The FSM may terminate the services of the Security Agency without assigning any reasons/cause by giving One Month's Notice in writing to Security Agency and the Security Agency shall not be entitled to any compensation in case of termination. On expiry or earlier determination of this agreement, the Security Agency and the Security Guards shall vacate the premises of the FSM without in any way causing any damage to the said premises.

#### **19. FEES AND CHARGES**

- a) In consideration of services rendered by the Security Agency, the FSM shall pay fees and charges in accordance with the terms and conditions arrived between both the parties.
- b) The Security Agency shall raise a monthly bill on or before 5<sup>th</sup> every month upon the FSM towards the provision of the services as envisaged herein, based on the attendance of its deputed security guards as duly verified by authorized representative of the FSM. The FSM shall thereafter within a period of not more than 15 days, upon such due verification of the attendance of the security guards and the subsequent raising of the bill make good the payment to the Security Agency.
- c) There shall not be enhancement in rates/ charges during the above period except necessitated due to enhancement of minimum wages by the Govt. and the consequent changes in the other charges due to the same. No other charges except as above and applicable government taxes shall be payable to the Security Agency.
- d) In lieu of the consideration thereof i.e. a fixed sum/rate the Security Agency will at its own risk and cost provide the services as envisaged herein as per the requirements of the FSM purely on a contractual basis.



## **20. PRINCIPAL TO PRINCIPAL AGREEMENT**

It is agreed between both the parties that this agreement is on a principal-to-principal basis and does not create and shall not deem to create any employer-employee relationship between the Security Agency and / or their Employees and the FSM. The Security Agency shall not by any acts, deeds or otherwise represent to any person that the Security Agency is representing or acting as agent of the FSM except to the extent and purpose permitted herein.

## **21. DISPUTE RESOLUTION**

In case of any or differences between arising between the parties under this agreement, the same shall be referred to the Arbitration of Sole Arbitrator to be nominated by the FSM and that the decision of the Sole Arbitrator shall be binding upon both the parties. The Arbitration shall be conducted in accordance with the provision of Arbitration and Conciliation Act 1996 and that the Arbitration shall be held at Delhi. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts/tribunals in Delhi.

## **22. TRAINING DETAILS.**

- a) The Security Agency will conduct training once in every month according to schedule of the agency.
- b) This manpower could be increased or decreased as per the requirement of FORE. However, FORE has to give a notice of 7 days for any such requirement and the Security Agency will accordingly make arrangements. However, in case of indiscipline the change to be effected immediately.
- c) The Security agency shall change the guard/ supervisor provided to the institute by rotation or as and when called upon by the Institute to do so.
- d) The FSM shall be entitled to supervise the services provided by the Security Agency and if it finds that the conduct, behaviour and performance of work of any of its personnel so deputed is unsatisfactory, the FSM may at its sole discretion issue directions to the Security Agency to immediately recall the particular person and substitute him by another person and the Security Agency shall comply with such directions issued by FSM forthwith.

## **23. Place of Duty:**

FORE SCHOOL OF MANAGEMENT, B-18, QUTUB INSTITUTIONAL AREA,  
NEW DELHI-110016

**24. Earnest Money Deposit:** The bidders shall enclose with the Proposal EMD amounting to 5% of total value of contract in the form of Bank draft / Pay Order drawn on any Nationalized/Schedule Bank in favour of the "FORE SCHOOL OF MANAGEMENT", payable in Delhi.

**25. Period of Contract:** The initial period of contract would be six months, extendable by another six months on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority. Service charges/rates quoted by the agency would be fixed except any statutory increase. After satisfactory completion of a

year of service, the contract can be extended for another year on the same terms and conditions with mutual agreement.

## **26. General Conditions of Contract**

- a) The manpower will have to be supplied by the agency within 15 days of award of contract.
- b) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category. All equipment/ machineries etc. shall be arranged by the bidder.
- c) The guards/ supervisors supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
- d) The service provider shall engage necessary persons as required by this office from time to time. The Deployment of personnel is to be on monthly basis. Thus deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave Rules and weekly off days. The security Agency will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary before 10<sup>th</sup> of every month.
- e) **There is no Master and Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office.**
- f) **The service provider's person shall not claim any benefit/ compensation / absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.**
- g) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature.
- h) The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer-in-charge upon any matter arising under the clause shall be final and binding on the agency.

- i) That the persons engaged shall not be below the age of 18 years or above the age of 50 years and they shall not interfere with the duties of the employees of this office.
- j) The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative / Technical control will be with the Agency.
- k) This office may require the service provider to remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- l) The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- m) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- n) That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will require providing particulars of EPF, ESI of its employees engaged in this office. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
- o) The service provider will submit the bill in triplicate to Director, FORE School of Management, New Delhi – 110016 (pertaining to security work FORE institutional complex) in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after subject to certificate given by the Officer In-Charge and production of documentary evidence towards P.F./ESI of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.
- p) Payments to the service provider would be strictly on certification by the AO/CAO that his services were satisfactory and attendance as per the bill preferred by the service provider.
- q) No wages/remuneration will be paid to deployed persons for the days of absence from duty.
- r) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
- s) The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

- t) The service provider shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Administrative Officer or his representative, in fulfillment of the contract from time to time.
- u) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- v) That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.
- w) This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- x) The successful bidder shall furnish a security deposit equivalent to 5% of the contract value in the form of an Account Payee Demand Draft drawn in favour of the "FORE SCHOOL OF MANAGEMENT" payable at New Delhi or Fixed Deposit Receipt from a nationalized / commercial bank or Bank Guarantee from a nationalized / commercial bank in an acceptable form safeguarding the interest of this office in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this office or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.
- y) The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on non-judicial Rs. 100/- stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of six months commencing from, April 2018 and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed except where the changes are necessitated due to statutory increase in wages etc. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- z) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- aa) The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of

the Agreement, then one month's wages etc. and any amount due to the Service Provider from the office shall be forfeited.

- bb) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- cc) In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Director, FORE School of Management, New Delhi, whose decision shall be binding on both the parties.
- dd) The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.
- ee) That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- ff) This office reserves the right to reject any or all the Proposals without assigning any reason whatsoever and the decision of the management shall be final and binding on all the bidders.

- NB**
- 1. EPF and ESI and any other statutory contribution to be paid for personnel employed by Security Agency shall be responsibility of Security Agency.
  - 2. The total monthly rates quoted shall be inclusive of profits, overheads, bonus, gratuity etc. and taxes whatsoever payable.

## **27. FORCE MAJEURE**

If, at any time during the continuance of the Contract Agreement, the performance in whole or in part by either party of any obligation under agreement is prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, sabotages, fire, floods, explosions, epidemics, guarantee, restrictions issued by any Government department or competent authority or acts of God (hereinafter referred to as eventualities ) then provided notice of the happening of any such eventuality is given by either party to the other within fifteen days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Performance of the Contract Agreement shall, however, be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Provided that, if the performance in whole or part of any obligation under the Contract Agreement is delayed by means of any such eventuality for a period of exceeding six months, either party may at his option terminate the contract agreement provided further that in the event of such prevention or delay as aforesaid, then instead of exercising the option, both parties may consult with each other with a view to agreeing between them the action mutually to be taken in order to minimize the effects of such prevention or delay and continue the operation of this contract agreement.

## 28. Applicable Law and Jurisdiction

- a) All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Courts at Delhi.
- b) No alternative offer shall be considered.
- c) FORE reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of FORE action.
- d) FORE reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

## 29. Any clarification on the documents may be obtained from: -

Mr Shailendra Kumar Administrative Officer FORE School of Management Qutub Institutional Area, New Delhi-110016 Tel: 011-41242424-Extn 421 011-4648500-Extn 421	Air Commodore SK Midha (Retd) Chief Administrative Officer FORE School of Management Qutub Institutional Area, New Delhi-110016 Tel: 011-41242424-Extn 421 011-4648500-Extn 421
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- 30. After award of LOA, the Contractor is required to enter into a Contract with FORE on The terms and conditions as detailed in the proposal document

## UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this Proposal have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Security Agency with Seal

Name :

Designation:

Address:

Phone No.:

**ANNEXURE - 1**  
(Refers to Para 2 (a) for  
FORE Security Proposal

**CHECKLIST OF DOCUMENTS SUBMITTED**

Sl. No.	Documents to be submitted	Submitted	Not submitted	Remarks
1.	Name of the Agency			
2.	Date of establishment of the agency			
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person(s)			
4.	Copy of Registration of firms			
5.	Copy of Registration certificate of EPF			
6.	Copy of Registration Certificate of ESI			
7.	Copy of Labour license			
8.	Copy of Income Tax Return for last 2 years			
9.	Copy of GST Registration			
10.	Copy of ISO 9001-2008 Certificate if applicable			
11.	Copy of PAN/TAN Card			
12.	Length of experience in the field			
13.	List of clients indicating quantum of work executed with them			
14.	Proof of experience			
15.	Details of EMD			
	(i) Amount			
	(ii) Draft No.			
	(iii) Date			
	(iv) Issuing Bank			
16.	Rate quoted complies with the Minimum Wages Act of Govt. of India(Central Govt) with all other statutory provisions			
17.	Whether a copy of the terms and conditions duly signed, in token of acceptance of the same, is attached.			

**Signature of Bidder & Seal of Establishment**

**NO. OF & CATEGORIES OF PERSONNEL REQUIRED**

Category	No. of persons Required
Supervisor	2
Guards	7
Gunman	1

**COSTING BASED ON MINIMUM WAGES OF DELHI**

Sl. No.	COST HEAD	Amount
A.	Minimum wages (8 hrs. 26 days)	
B	additional wage for extra hrs. duty (per hour basis)	
C	Wage for Sundays/Gazetted Holidays (optional on as required basis)	
D		
E	Statutory obligation on Minimum wage @	
	PF	
	Bonus	
	N/F	
	Leave	
E	<b>ESI</b>	
	Service charge @	
	Any other charges (To be specified clearly	
F	Cost per month of Security Personnel for 12 hrs. duty	

**NOTE:** 1. It is to be certified that the above quoted rate complies with minimum wages act and all the statutory provisions & rules as applicable. The above rate is inclusive of GST or any other tax payable to Government.

**Signature of Bidder & Seal of Establishment**