

# **FORE School of Management**

## **Annual Maintenance of Electrical Installation Works**

### **INVITATION OF TENDER**

FORE School of Management invites tender in prescribed tender forms, from specialized Firms/ Reputed Contractors with adequate experience and financial capability for the Work contract of **Annual Maintenance of Electrical Installation Works** at B-18, Qutub Institutional Area, New Delhi -110016. The details of the Scope of the work, schedule of requirements and special terms and conditions of the contract are given in the enclosed Annexures.

1. Details of the Tender are given below:

1	Opening Date	26 <sup>th</sup> December 2022
2	Closing Date	<b>02<sup>nd</sup> January 2023 (1700 Hrs)</b>
3	Description of work	Annual Maintenance of Electrical Installation Works
4	Contract Period	12 months from the date of awarding contract with the provision for termination with 30 days' notice. The contract may be extended for further one year on the same rates, terms & conditions subject to satisfactory performance.
5	Submission	Tenders must be submitted in a sealed envelope.

2. Scope of the proposed work and other requirements connected to the contract, including the formats of the tender, terms and conditions of the contract etc. are enclosed to this Tender Invitation, as per the following details:

1.	Schedule of work	Annexure – I
2.	Instruction to Bidders	Annexure – II
3.	Terms and Conditions of the Contract	Annexure – III
4.	Documents copy to be submitted	Annexure – IV
5.	Essentiality Certificate by Bidder	Annexure – V
6.	Financial Bid (BOQ)	Annexure – VI

3. For any clarification/amendment etc. with reference to above may be clarified by Administration Office from Monday to Friday between 1100 Hrs. to 1600 Hrs.



## Annexure – I

### Schedule of Work

1. Electrical Maintenance & repairs of electrical installations in FORE School of Management at B-18, Qutub Institutional Area, New Delhi – 110016.
2. Electrical Installation includes Transformer, all Electrical Panels (HT & LT), RMUs of the Institute.
3. The contractor shall provide necessary tools for the work and NO work should be left unattended for want of tools.
4. The contractor shall ensure that all the above mentioned items are working properly at all items.
5. **These installations must be serviced once in a quarter and all emergency calls must be attended within 2-4 hours.**
6. Approval for the Shut downs must be taken prior and the services must be carried out in presence of FORE-Electrician.

NB:- 1. Service should be available during nights and holidays also in this office if Emergency situation arises.



Work contract of Annual Maintenance of Electrical Installation Works

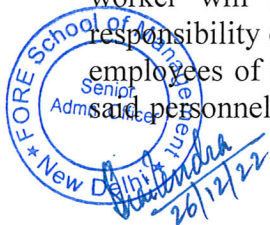
1. The tender is in single Bid System. The tender is to be submitted in a sealed envelope on or before the closing date and time.
2. The tender must be in the prescribed format only and shall be accompanied with all other necessary documents. The firm shall also provide details of the wages/salaries payable to their work force. **The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures in the prescribed proforma of Bill of Quantity (BOQ) and there shall be no correction or overtyping etc.** The offers with any corrections/deviation in prices either in words/figures shall be summarily ignored.
3. The work shall normally be awarded to a single firm whose consolidated value is lowest meeting all scopes of work and fulfilling all the term and conditions of the tender. The FORE School of Management reserves the right to reject all or any of the quotations, and decision of Director General-FSM in this matter shall be final/binding.
4. Payment of wages/salary of the workers would be made by the firm directly into the Bank Account of the worker through NEFT only.
5. The tenderer is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the Firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement of power of attorney or (iii) constituted attorney of the firm if it is a company.
6. In case of Partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the Partnership, the tenders and all other related documents must be signed by every partner of the Firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has Authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the Institute shall without prejudice to other Civil and Criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and schedules to the tenderer and annexure, if any, signed by the tenderer.





**TERMS AND CONDITIONS OF THE CONTRACT**

1. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the FORE School of Management. In case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be terminated giving by one months' notice. The decision of Director General-FSM in this regard shall be final/ binding. The contract may be extended for another one year on the subject to satisfactory performance of the firm on same rate, terms and condition.
2. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the FORE School of Management shall have all rights to make suitable alternative arrangements for a period of 30 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the agency/contractor.
3. The service charges/rates quoted by the Agency shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract unless the same is warranted for enforcing statutory instructions like revised minimum wages issued by the appropriate Government under Minimum Wages Act, 1948.
4. The FORE School of Management shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this FORE School of Management. Neither the firm nor its workers shall have any claim on the FORE School of Management for compensation or financial assistance on this account. The firm shall be responsible for payment of wages, EPF & ESI and liabilities under Employees Compensation Act etc. directly to all workers account maintained by EPF & ESI as per prevailing Acts/orders as applicable. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. FORE School of Management in no case shall be a party to such a dispute. It shall be the responsibility of the firm to comply with the provisions of all Acts and Governments instructions. If any statutory provision of any statute is violated in general concerning the force employed and in regard to Welfare of the personnel engaged for the work on particulars, then the performance security will be confiscated and firm will be blacklisted.
5. The personnel deployed 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 deploying.
6. That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the FORE School of Management nor the contractor workers shall have any right whatsoever to claim the benefits and /or emoluments that may be permissible to paid the employees of the FORE School of Management. The worker will remain the employees of the Agency/contractors and will be the solely responsibility of the Agency. Therefore, there is no Master and servant relationship between the employees of the service provider and the FORE School of Management and further that the said personnel of the service provider shall not claim for any employment or absorption in the



FORE School of Management by virtue of their engagement for this work.

7. The service provider's personnel's shall not claim any benefit/ compensation/ regularization/ absorption of services from the FORE School of Management under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the persons to this effect shall be required to be submitted by the service provider to FORE School of Management.

8. The Service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements administrative and organizational matters as all of these are confidential in nature. The contractor shall ensure that none of the employees of the Agency/Contractor shall enter into any kind of private work at the Different Rooms of the FORE School of Management.

9. The Service provider must submit the details of distribution of wages of deployed persons to the institute and copy of ECR Challan form of EPF along with the monthly bill for effecting reimbursement. The service provider has to pay the wages to their manpower on or before 5<sup>th</sup> day of the next calendar month.

10. The electrician engaged by the service provider/Agency should be healthy, should possess desirable physique (above 25 years).

11. The Electrician engaged by the service provider should be experienced having valid license.

12. The person posted to work should attend the work between 09:00 AM to 05:30 PM with one-hour lunch break in the afternoon on all working days for him. In emergent situation, he should also work on holidays, in shifts and during nights.

13. The person deployed shall be required to report for work at 09:00 AM to the office daily and should not leave before 05:30 PM. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions one-day wage shall be deducted.

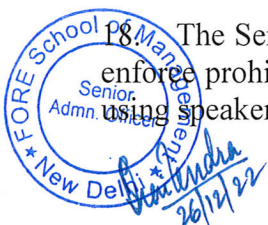
14. The person entrusted with the work should carry out the work without causing any damage to the Institute property and disturbance to the staff members. In case of any damage caused, the same will be made good from the payment due to the contractor.

15. The list of personnel deployed for the electrical work under the contract indicating their name and permanent address should be made available to the undersigned before undertaking the work.

16. The person deployed for the work should be issued with proper uniform and ID card by the Service provider.

17. The Service Provider shall replace immediately any of its personnel, if not unacceptable to the FORE School of Management because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the FORE School of Management.

18. The Service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/Gutka, smoking, using speakers for listening to music and loitering without any work.





19. The damage caused, if any, to FORE School of Management property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the FORE School of Management in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the FORE School of Management, its properties its designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure legal/judicial proceedings as well as pay penalty with the Director General-FSM may deemed fit.

20. The Agency/Firm shall be responsible for making timely payment of due wages to the workers employed depositing of EPF and ESI contribution. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the FORE School of Management as proof. If any complaint is received with regard to these matters, the action will be taken against the agency/firm and concerned authorities will be asked to take legal action against the Agency/Firm. FORE School of Management will not at all be liable.

21. The service provider/contractor should provide suitable replacement in case of absence of personnel.

22. The Contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunal having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations and bye laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.

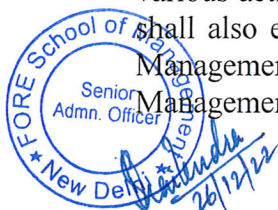
23. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.

24. In the event of any loss being occasioned to the FORE School of Management on account of the negligence of the Duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the FORE School of Management either by replacement or on payment by adequate compensation.

25. The Agency/Contractor shall not appoint sub-Contractor to carry out any obligation under the Contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.

26. The Director General-FSM reserves the right to reduce or terminate the period of contract and to extend its duration in the interest of the FORE School of Management for any justifiable reasons.

27. Minimum wages shall be paid to the workers by the agency/Contractor at the rate fixed by the State Govt./Central Labour Commissioner from time to time and as per the minimum wages Act. The contractor shall also pay all such benefits to its employees as envisaged under various acts and laws like ESIC Act, EPF, Payment of Bonus Act, Taxes etc. The Contractor shall also ensure compliance of all laws and/or to be made applicable and FORE School of Management shall not be liable for the same and the contractor will indemnify FORE School of Management in all respects. The Contractor would sign an undertaking as per performa every



month for compliance of the provisions of Contract labour Act, Rule and other Law applicable along with the monthly bill.

28. The Agency/Contractor shall abide by all laws of the Land including Labour Laws, Company act, tax deduction liabilities, Welfare measures of its employees and all other obligations that enjoy in such cases and other not essentially enumerated and defined therein. Though any such onus shall be exclusive responsibility of the Contractor, and it shall not involve the FORE School of Management in any way whatsoever.

29. The FORE School of Management reserves the right to ask and requires the contractor to remove any person deployed by him without assigning any reasons/notice.

30. The Agency/Contractor shall be responsible for the good conduct and behaviour of its employees. If any employee of the Agency/Contractor is found misbehaving with the FORE School of Management staff or other staff of Agencies working in FORE School of Management, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility.

31. The Contractor shall in no case pay his employees less than the minimum mandatory rates per day/months as announced by the State Govt. of Central Labour Commissioner from time to time. The payment should be made directly in to the Bank Account of the worker through NEFT and copy of statement of NEFT should be enclosed with the monthly bill.

**32. Successful Tenderer will have to enter a detailed contract agreement with FORE School of Management on non-judicial stamp paper of Rs. 100/- (Rupees One hundred only).**

33. Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect will be provided to the agency.

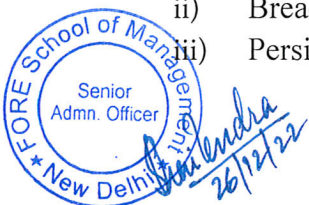
34. In case, the Service Provider / Agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Institute is put to any loss/obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

35. GST/ Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by the contractor. The Institute will not entertain any claim whatsoever in this respect.

36. FORE School of Management reserves the right to reduce or increase number of workers during the contract period.

37. The duration of the contract shall be initially for one year and extendable upto another one year on same rate, terms and conditions if the performance of agency is found satisfactory. The contract can be terminated even earlier by giving one months' prior notice by either party in writing an account of any of the following reasons-

- i) On account of unsatisfactory performance.
- ii) Breach of Contract clauses (s).
- iii) Persistently neglecting to carry out his obligations under the Contract.



### LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount subject to a minimum of Rs. 500/- will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark and done deliberately. The same will be brought to the notice of the agency/ firm by FORE School of Management.
2. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately. The Director General, Institute reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director General, Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.





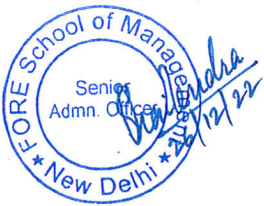
**ANNEXURE – IV**

**TECHNICAL BID**

Sl. No.	Description	Details to be given by the Bidder
1	Name of the Firm and Full Postal Address of Authorised Office	
2	Name of the representative of the Firm and his telephone and mobile number who acts as a bidder.	
3	Date of Registration of the Firm with details	Copy to be attached
4	PAN Number	Copy to be attached
5	GST Number	Copy to be attached
6	EPF Registration Certificate (if any)	Copy to be attached
7	ESI Registration Certificate (if any)	Copy to be attached
8	Annual Turn Over Details of last 2 years	Copy to be attached

**NOTE:**

1. All necessary certified documents in support of the details mentioned above must accompany the technical bid.
2. The bid is liable to be rejected in case documents are not attached in the technical bid.
3. Only essential and necessary valid documents are to be submitted with the technical bid.



**ANNEXURE – V**

**(Essential certificate given by the bidder as a part of Technical Bid)**

To

The Director General,  
FORE School of Management, New Delhi

It is confirmed that I/We have fully understood the scope of work and all other requirements for the Work contract of **Annual Maintenance of Electrical Installation Works** at FORE School of Management, B-18, Qutub Institutional Area, New Delhi - 110016.

For detail understanding the scope of work.

1. I/We hereby agree to the terms and conditions of the contract as detailed in the tender document.
2. We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
3. We are not blacklisted by any Government organization.
4. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts.

Date:

Signature & seal of the Tenderer/ Stamp or Seal of the Firm



**BOQ for the Work Contract**  
**at FORE School of Management, New Delhi**

Tender inviting Authority : The Director General, FORE School of Management

Name of the work : Annual Maintenance of electrical installation works.

Bidder Name : .....

Sl. No.	Item Description	Qty	Rate per month (Rs.)	Annual Amount (Rs.)
1	Annual Maintenance of Electrical installation works	LS		
2	Electrician (if providing)	1		
3	Helper (if providing)	1		
4	Cost towards EPF, ESI and other charges (if Electrician and Helper is being provided by the company)			
5	Service Charge			
6	GST			
7	<b>Total Amount</b>			

Date:

Signature & Seal of the Tenderer,

Stamp/Seal of the Firm.

