

INSTRUCTION FOR FILLING TENDER FORM: SECURITY SERVICES

1. This tender form has three parts. Part I, Part II and Part III
2. Part I of the tender form will form part of technical bid, Part II of the commercial bid and Part III of the Agreement copy, all of which are part of this Tender Form / Request for Proposal (RFP).
3. Both Part I and II of the tender form have to be filled and signed by the contractor along with company stamp, name and appointment of the contractor which has to be legible.
4. Part I of the tender form lay down the general terms and condition under which the contractor will be tendering, this forms part of technical bid.
5. Tender form will be sent in a sealed cover only. Address & Telephone number of the contractor must be mentioned on opposite side of the envelope. Technical bids and commercial bids will be sent in different envelopes contained in one envelope clearly mentioning technical bids/commercial bids.
6. Tender form if sent by post will bear the caption "**Tender form: To be opened by Board of Officers only**".
7. Tender form if sent by post must be reach APS Delhi Catt **by 1030h on 16 May 2021** failing which it will not be considered.
8. Tender form not sent in a sealed cover will be set aside on technical grounds. Any other point mentioned and not complied with will also lead to cancellation on technical grounds.
9. Last date of accepting form is **1030h on 16 May2021**.
10. Technical bids will be **opened at 1100hrs on 16 May 2021at APS Delhi Cantt**. Interested vendors/dealers may be present at Army Public School Delhi Cantt on the day of opening of tender. **Commercial bids will be opened on 16 May 2021 at 1300hrs or after opening of Technical bids only for successful bidders**. Only lowest bidder complying all regulations will be accepted.
11. Rate has to be quoted in Part II of the tender form. Rate quoted should not bear any cutting and over writings. This has to kept in a separate envelope of commercial bid.
12. Tender form if accompanied by any other terms and conditions from contractors' side is liable to be set aside on technical grounds.
13. Contractors/Dealers/Firm while quoting the rates for the services required will not use their company letter pads. Rate have to be quoted in Part II of the tender form only both in figures & words. Any disparity in the rate quoted in figured and words, rate quoted in words be taken as final rate.
14. DD towards cost of **tender form @ Rs 2500/-** will also form part of technical bid and not commercial bid.
15. The tender form will be set aside if not accompanied by a demand draft amounting to **Rs 1,00,000/- (Rupees one lakh only) (Earnest money)** drawn in favour of "ARMY PUBLIC SCHOOL DELHI CANTT", payable at Delhi **Cheques/cash will not be accepted. This will also form part of technical bid.**
16. Earnest money amounting to **Rs 1,00,000/- (Rupees one lakh only) (Earnest money)** deposited by the Contractor/Dealer/Firm shall be returned to him/her after finalization of board proceeding which may take two month time without any interest. Bidders registered as Micro and Small Enterprises (MSME) in the state and having registration with CSPO/NSIO/DGSND will be exempted EMD on submission of the required registration certificates as above but **tender cost not exempted.**

PART-I
(TECHNICAL BID)

TENDER FROM: TERMS & CONDITIONS FOR OPERATING SECURITY SERVICE AT APS DELHI CANTT

1. Name of the firm :
2. Technical Bid to be accompanied by copy of following documents for assessment of technical bid: -
 - (a) Registration of firm Proof and Validity:
 - (b) Proof of Address :
 - (c) GST Number :
 - (d) Permanent Account Number :
 - (e) Name of Proprietor :
 - (f) Mobile/Tele/FAX and e-mail of firm :
 - (g) ESI Acct No :
 - (h) EPF Acct No :
 - (j) Turnover Certificate from regd Chartered Accountant for past 2 year (minimum Turnover should be more than 10 lakh per year) :
 - (k) Copy of Balance Sheet Audited by CA for **FY 2020-21**):
 - (l) Income Tax return filed past 2 years :
 - (m) Proof of experience in similar service provided in educational institutions (attach copy of contract) :
 - (n) Satisfactory performance certificate from institution where such service provided :
 - (o) Tender Money :
 - (p) EMD (Original) :
 - (q) PSARA Certificate of Delhi :
 - (r) Details of Expertise & Experience :
in your service (attach documents)
3. Service applied for : Security Service required by APS Delhi Cantt for the period from **Jun 2021 to 31 May 2022**.

TERMS & CONDITIONS:-

4. Contactor shall agree to provide Security Service to APS Delhi Cantt on the following terms and conditions for a period of one year with effect from **Jun 2021 to 31 May 2022**. The area of responsibility consist of school premises comprising of Primary Wing, Senior Wing, Junior Wing, Residential Building, Multipurpose Hall, Yoga Hall, Canteen and play areas.
5. The contactor will undertake to provide Security Service to the school against theft, burglary, fire and sabotage by providing fool proof security system found the clock by professionally trained Security guards.
6. The school requires twelve sentries & three supervisors (or more if required as requested by the school).

Dated:

(Signature of Proprietors)
of the firm with stamp

7. Without prejudice to the responsibility of the contactor as indicated above, the contactor shall in particular render the following service and make all arrangements incidental hereto as described in detail in Part III:-

- (a) Check all visitors and regulate their entry as per visitor's time fixed by the school at the main gate.
- (b) Regulate all incoming and outgoing vehicles/personnel and maintain proper IN/OUT records.
- (c) Exercise command and control of all school buses (Army & civil Buses) at the time of arrival and departure ensuring full safety of children while boarding the bus. The supervisor along with staff will be physically present at both the time in Bus parking Area and make a record of the buses arrival and departure with strength of students travelling in each bus.
- (d) Prevent all children/students from going out during school hours except with written permission of the First Party.
- (e) To prevent fire accident in the school, ensure full serviceability of Fire Fighting Equipment and carry out fire fighting drills/practice once a quarter.
- (f) To carry out 24 hours effective surveillance against theft, burglary and sabotage by security guards. Agency will also undertake any other task allotted by the school in the interest of the Security of the premises of the school. Security Guard commander will check sealing, go around the entire building complex when office is closed after working hours. The keys will be held in key box. The safety and security of the estate including building and assets till next working day will be the responsibility of the Contractors/Dealers/Firm. The building will be opened by Caretaker at 0630 hrs on all working day in presence of Security Guard Supervisor. In case of any theft/loss/damage/tempering of seal, matter will be reported to Principal Army Public School Delhi Cantt immediately on phone.
- (g) To advise the school authorities of the necessity of such system as may be necessary to carry out the above activities.
- (h) Not allow any School Properties to be taken out of the gates without a valid Gate Pass from Manager/Principal only.

8. The contractor will provide professionally trained guards as per the request of Principal of APS Delhi Cantt.

9. The contractor will be responsible for payment for their emoluments and discipline and work of such person. In case of leave/known absence, proper relief will be provided. On no account, the personnel so appointed and recruited by the contractor will have any claim for appointment, continuous requirement of regularization etc against the school. However, number of guards can be increased as per the requirement of the school.

10. The contactor shall observe and comply with all legal obligations and provisions of various labour laws and law as applicable with respect to the guards by it, for security arrangement at the premises of the school. The school will have no obligations, except to the extent specifically provided.

11. The contractor will be responsible for the provisions and upkeep of uniform, deduction of contribution of provident fund and other liability as per existing Labour Laws applicable. Every month at the time of submission of the bills, a certificate incorporating the fact that the contactor has complied with minimum wages act and Employee Provident Fund Act is to be furnished. All necessary documentation as per laws is the responsibility of the contactor.

12. Any additional DA or minimum wages as and when increased by the Govt of NCT Delhi for daily wages staff will be paid to contactor per month. Deduction of Income Tax will be made at source in accordance with the existing instruction from Govt. No increase in service charges is permissible during the period of contract.

Dated:

(Signature of Proprietors)
of the firm with stamp

13. The contractor will deposit Security deposit of **Rs. 3,00,000/- (Rupees three lakhs only)** as security deposit with the school authorities. Same will be refunded (without any interest) after termination of contract in case not used to make up loss towards damage/mishandling.
14. In case the contractor's Guards are found indulging in any activity detrimental to the security of the school property and premises, the school wishes to change such guards forthwith and contractor shall do so. That the contractor may change any of the staff only under exceptional unavoidable circumstance and inform the school accordingly. Frequent changes of staff by the contractor are not acceptable to the school.
15. For any loss occurring in the area of responsibility of the school for which the contractor is held responsible, the liability of the contractor will be limited to book value of the loss so occurred with prior assessment of the auditors.
16. The supervisor/guard will be in proper uniform provided by the contractor. They will be smartly turned out when on duty.
17. If any supervisor/guard is found not performing his duty as per laid down charter, the school will have right to ask the contractor for a change. Further, if any guard is found absent from his place of duty without the knowledge of the school authorities or found sleeping on his duty, the school will have right to impose a **penalty of Rs 500/-** to be deducted from the monthly payment to the contractor each time an offence is committed.
18. The Principal APS Delhi Cantt may authorize any official of the school for checking the security persons at any time. The contractor shall ensure the duty register is put to the Principal/ES Army Public School Delhi Cantt **everyday 0900** hrs along with School bus Arrival Report.
19. This agreement can be terminated by the Principal of Army Public School Delhi Cantt without giving any notice to the contractor on any of the following grounds:-
- (a) If there have been any breaches of any of the terms and conditions laid down herein on the part of the Second Party.
 - (b) If the contractor dies or becomes insolvent.
 - (c) If the school is closed down and moved out of present premises.
 - (d) If any of the services provided by the contractor are not found satisfactory in the opinion of the school.
 - (e) If any of the Security staff found involved in alcoholism, use of drugs and for any indecent behavior of the Security Guards towards female students, office staffs & parents.
 - (f) Any of the guard personnel on being convicted by civil/criminal court for any criminal offence.
20. On expiry of this agreement in normal course or on termination of contract as stipulated in clause 19 above, the contractor shall withdraw all his staff and shall vacate the school premises forthwith.
21. The agreement can be rescind by either party by giving one month notice. However, if the contractor withdraws the Security Service without such a due notice, the school shall have a right to forfeit the payment due to him and make good loss from security deposit of the contractor for engaging new contractor.
22. The contractor will abide by all the conditions laid down by the school authorities from time to time.
23. Should any occasion arise to add any additional clauses to this agreement, it shall be done only if both parties agree and signify their assent in writing on such agreement. The clause thus agreed and issued to contractor shall form part of this agreement. However any ruling by the Government will deem to have been applied on the contractor.

Dated:

(Signature of Proprietors)
of the firm with stamp

24. All disputes and differences arising between the parties hereto concerning the subject matter of this agreement in respect of either the interpretation effect of application of any if the above said provisions, or in regard to the right, duties or liabilities of the parties or in regard to the payment due to from the contractor for which he is liable under this agreement shall be referred for sole Arbitration to the Chairman School Managing Committee, APS Delhi Cantt whose decision thereon shall be final and binding on the both parties in all cases.
25. The contractor shall submit his monthly bill for the previous month on first day of next month, which shall be paid within 10-15 days after submission of bill of the following month A/C Payee Cheque. This shall be based on "BIOMETRIC ATTENDANCE" record authenticated by school representative as detailed by Principal APS DC.
26. The successful bidder with whom the school will enter into agreement for providing security services will submit the following legal document along with the tender duly attested:-
- (a) A photocopy of PAN No of said firm.
 - (b) Photocopy of allotment of EPF code No by the PF authorities.
 - (c) Photocopy of allotment of ESI code No by the ESI authorities.
 - (d) List of persons with EPF & ESI code No employed for providing security service for APS Delhi Cantt.
 - (e) Photocopy of EPF eligibility register, where the name of above staff and their EPF A/C No have been entered.
 - (f) EPF eligibility Register in original to check the above Photocopy.
 - (g) Nominal roll of security guards with their attested photographs, signature, thumb impression and proof of residence.
27. The contractor will ensure that following category persons are only employed as security guard/supervisor:-
- (a) Police clearance that no cases pending against the previous employed (submit documents).
 - (b) All personnel employed will be educated who can read and write English.
 - (c) The personnel employed for security duty by the contractor should have a Police Verification.**
 - (d) Must be physically fit with soldierly bearing. Aged persons between 30 to 50 years of age will be employed. Eyesight must be (6/6 with/without glasses). Medical certificate of fitness from a registered medical practitioner to be submitted.**
 - (e) The requirement of Security personnel can be increased / decreased at any time depending on the requirements.
 - (f) Personnel employed should be adequately trained for performing the security duties. Refresher course/ security briefing by firm to be arranged for all security personnel once every quarter.
 - (g) Personnel employed with previous contractor will not be employed again. Fresh will be employed.
28. The contractor shall comply with all statutory security requirements in respect of manpower engaged by the firm and school authorities shall not be a party to any dispute arising out of such deployment by the contractor.
29. No increase in service charge will be permissible however minimum wages etc will be increased as per rules of Govt in vogue.

Dated:

Company Seal

(Signature of Proprietors)
of the firm with stamp

PART – II
(COMMERCIAL BID)
TENDER FORM: SECURITY SERVICE REQUIRED BY APS DELHI CANTT

Issued to:-

Cost of Tender Form: Rs. 2,500/-
Earnest Money :Rs 1,00,000/- (Rupees one lakh only)(Earnest money)by DD only.
(To be deposited along with Technical bid)

Issue Date: May 2021

Form No: _____

1. Name of the firm :
2. Service applied for : Security Service Required by APS Delhi Cantt for the period Jun 2021 to 31 May 2022.
3. Three Security Supervisor and twelve Security Guard are required.
4. Amount required by the contractor for providing Security Service for the period from.

Sr No	Particulars	Quoted (all figures in two decimal only)	Policy/Ruling/ Order/ Reference etc
1	Wages & DA per person per month		Govt of NCT of Delhi Labour Department order on minimum rate of wages for various categories
2	ESI (Employees' State Insurance)		Employees' State Insurance ESIC Act 1948 as amended from time to time
3	EPFO (Employees' Provident Fund Organisation)		Employees' Provident Fund and Miscellaneous provision Act 1952 as amended from time to time
4	Services Charges all inclusive Amount (Rs) (In percentage % of wages, DA and other charges only)		In accordance with Ministry of Finance (Deptt of Expenditure) letter No 29(I)/2014-PPD dt 28 Jan 2014, amplified vide CGDA(IFA) letter No IFA/142/Vol-I dt 27 Sep 2014, Service/administrative charges quoted by bidder(s) necessarily has to be over and above Zero percent. Further Zero percent includes all derivatives of zero upto 0.9999 and thereof. Quotes not in conformity are liable to the rejected.
5	<u>GST (Goods Service Tax) As applicable On security Service for educational institutions or exemption thereof</u>		GST (Department of Revenue) as per Govt of India Gazzete as amended from time to time
6	Any other charges (Rs)		

* ESI and EPF contribution to be paid for personnel employed by the tenderer shall be responsibility of the tenderer. The above rates should be inclusive of all the above including profits, overheads, bonus, gratuity etc.

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

Date: May 2021

List of Enclosures Attached with this firm

Office Seal

(Signature of Proprietors)
of the firm with Stamp

PART – III**AGREEMENT: SECURITY SERVICES CONTRACT**

This Services Agreement is executed on **Jun, 2021** by M/s _____ between **Army Public School Delhi Cantt-10** having its registered office at Sadar Bazar Road, Delhi Cantt-10 (hereinafter referred to as "**First Party**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE FIRST PARTY,

AND

M/s _____ hereinafter referred to as "**Second Party**" which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) OF THE SECOND PARTY.

WHEREAS

(a) The First Party is engaged in providing education and is running and operating a School namely "**Army Public School**", at "**Sadar Bazar Road, Delhi Cantt-10**"

(b) The First Party is desirous of contracting services in respect of the School.

(c) The Second Party is engaged in the business and has represented that it has got the specialized and necessary adequate experience, expertise, infrastructure, skill and trained manpower etc. to perform and render the services for Schools and Education facilities.

(d) The **Second Party** had approached the **First Party** to provide services at the School and the **Second Party** had agreed to provide the same and in pursuance of which both the parties are entering into this services agreement based on the terms and conditions set out herein.

(e) The present Agreement shall supersede all previous agreements, arrangements, mail correspondences and any other arrangements between the parties and the parties shall now be governed by the present agreement solely and exclusively

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **DEFINITIONS**

In this Agreement, the following terms shall have the following meanings assigned to them herein below:-

"**Agreement**" shall mean this Agreement and any revision or modification thereof including attached schedules and annexure.

"**Applicable Laws**" shall mean and include the relevant laws of India and includes legislation at Central and State levels and various rules, regulations, notifications, guidelines, governmental orders, by-laws, internal policies, rulings, judicial precedents/orders in India.

"**Effective date**" shall mean Jun 2021;

"**Party**" shall mean the **First Party or the Second Party**;

"**Parties**" shall jointly mean the **First Party and the Second Party**;

"**Services**" services to be provided by **Second Party** shall include without limitation the following acts, roles and responsibilities and services to be provided by the **Second Party**:-

Dated:

(Signature of Proprietors)
of the firm with stamp

(a) That the **Second Party undertake** to provide **Security Services** to the school against theft, burglary, **fire and sabotage** by providing **fool proof security** system around the clock by professionally trained Security Guards who have trained **as per private security agencies(Regulation) Act, 2005 on the following Subjects:-**

- (i) **Physical Training, Foot Drill and correct wearing of uniform(s).**
- (ii) **Fire Prevention and control.**
- (iii) **Dealing with People, Gate Duty and Human Search Procedure.**
- (iv) **Post Duty, Guard Alertness and Patrolling Duty.**

(b) **INTERPRETATION**

(i) References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, notated, or replaced from time to time.

(ii) References in this Agreement to Articles, Clauses, Schedules and Annexures are references to articles, and clauses in and schedules and Annexures to this Agreement. The Annexures or Schedules to this Agreement shall be deemed to form an integral part of this Agreement.

(iii) Headings are inserted for convenience only and shall not affect the construction of this Agreement.

2. **SCOPE OF THE AGREEMENT**

(a) During the Term hereof, the **Second Party** shall render the Services at the School in accordance with the service level requirements and qualitative standards set out in **Annexure-I** Thereof. **Second Party** shall perform the said services of its own and to the complete and utmost satisfaction of the **First Party** and shall not engage a subcontractor without the express written consent of **First Party** for the performance of the said Services.

(b) The Services shall **be provided by Second Party in the School** in an uninterrupted and efficient manner from **Jun 2021 to 31 May 2022** at the sole responsibility of the **Second Party**. **First Party** shall determine the Schedule and timings as specified in para 3 (f) below **including amendments issued by first Party from time to time** for rendering of the said Services and communicate it to **Second Party** in writing and **Second Party** and all its employees shall ensure strict **adherence to schedule and timings**.

(c) The second party, within **15 days** from the date of signing of this agreement, shall be required to submit **Security deposit of Rs. 3,00,000/- (Rupees three lakhs only)** in the form of **Bank Guarantee pledged in favour of Army Public School, Delhi Cantt.** The Bank Guarantee shall remain valid for **90 days (three months)** after the term of this contract is over and shall not accrue any interest. Refund of the full Security deposit by **First party to Second party** depends upon second party's full performance of the terms of this Agreement.

(d) Second Party shall take responsibility for assessing the requirements, planning the activities and implementing and monitoring the Services with its trained and qualified personnel. The Services shall be performed to ensure smooth and efficient functioning and **provide safety to all students, parents, staff, employees and equipment and property held at the School.**

Dated:

(Signature of Proprietors)
of the firm with stamp

3. OBLIGATIONS OF SECOND PARTY

(a) **Second Party has agreed to perform the following services during the Terms of this Agreement:-**

(i) **Provide the Services in a competent, efficient and uninterrupted manner and follow all quality and safety standards** in rendering the Services in accordance with Applicable Laws and Annexure -I hereof. Second Party shall carry out the arrangements diligently, efficiently and to the satisfaction of the **First Party** and will only provide those personnel who have got police verification. **Second Party** shall provide the **First Party** with the duly completed police verification reports of the personnel provided at the School.

(ii) **The Second Party shall observe and comply with all legal obligations and provisions of various labour laws, ESI and law as applicable with respect to the guards deputed by it for security arrangements at the premises of the First Party. The First Party, will have no obligations under any of the labour law towards the personnel recruited and appointed by the Second Party, except to the extent specifically provided herein.**

(iii) Provide at its sole cost and expense competent and trained Security Guard and Security Supervisors for rendering the Services as per the requirements mentioned in para 3 (e) below and prepare and constantly update all personal data in respect of its team and make such data available to the **First Party**. **First Party** will intimate to **Second Party** in writing any increase or decrease of personnel and **Second Party** will cater to **First Party's** requirement at the same terms and conditions.

(iv) In case any personnel of the **Second Party** are found not meeting the requirement, **Second Party** shall be obliged to replace the same immediately and the change of personnel be intimated in writing to the **First Party**. The number of personnel can be increased or decreased depending upon the requirement of the school.

(v) **Second Party** shall ensure that its employees observe perfect Safety Health and Environment "SHE" and shall ensure that training programme is carried out by a qualified Training Manager on location to ensure that the "SHE" policy of **First Party** is fully implemented in every facet of services entrusted.

(vi) **Second Party** shall take due care of all assets or the like provided to the **Second Party** by the **First Party** and shall also take proper and reasonable precautions to prevent the loss, destruction, and misuse of resources in the area of its responsibility and shall not knowingly/unknowingly lend to any person or **Second Party** any of the assets of the **First Party** or any information under their control.

(vii) The **Second Party** shall hold monthly meetings with the representative of the **First Party** in respect of provision of services and related aspects thereof.

(viii) For effective communications with the **First Party**, the **Second party** will liaise with the school for **coordinating the day to day operations**. Such person shall be provided with a mobile phone for effective communication.

(ix) **Second Party** shall be responsible for any loss suffered by **First Party** on account of negligence, vandalism or theft or misconduct by the personnel employed. **Second Party** shall have to compensate **First Party** within seven days of the occurrence of the damage & production of investigation report by the **First Party**. The sole authority of the adjudicating any negligence shall be the management of the **First Party**, whose decision shall be final and binding upon the **Second Party**. For any loss occurred to the **First Party** on account of the negligent / irresponsible act of the **Second Party**, the liability of the **Second Party** will be the payment of as on date market value of the specific items of the loss so incurred as indicated by the First party.

(x) **Second Party** shall ensure that the **First Party** be reported and alerted of any problem or anything or any circumstance that is obviously unsafe or out of order and can cause damage or harm to the School or the children, parents and staff at the School.

Dated:

(Signature of Proprietors)
of the firm with stamp

- (xi) **Second Party** shall recommend, where necessary or desirable in its opinion, improvement to cleanliness, hygiene measures and procedures to promote cleanliness & hygiene for the School.
- (xii) **Second Party** shall in order to ensure a consistent service quality to perform the Services.
- (xiii) Any changes/replacements in the personnel will be subject to prior written approval from the **First Party**.
- (xiv) The **First Party** may authorize any official of the school/persons for checking the Security guard/supervisor at any time. The **Second Party** shall ensure the duty register to be put up to the staff employed by the school (Principal/Estate Supervisor/Caretaker) every day **at 0930** hours for checking, Changes in timings will be informed by the **First Party** to the **Second Party** from time to time and these will be adhered to by the **Second Party**.
- (xv) **Second Party** will at its sole cost and expense supply uniforms to their Security supervisors & Guards and ensure that they will be smartly turned out in uniform while on duty.
- (xvi) **Second Party** shall be solely responsible for the maintenance of discipline etc. of the personnel provided by it.
- (xvii) **Second Party** shall, at no additional cost to the **First Party** be responsible for the replacement of any member of its personnel **falling sick, proceeding on leave, or otherwise absent or if instructed by the First Party at any stage**.
- (xviii) **Second Party** shall have and provide the **First Party** in advance for approval, the duty roster of personnel during the forthcoming weeks, giving their respective names, assignment duty periods, etc. each and every **Second Party** personnel who reports for duty must sign his name in the appropriate place provided in the form. This list must be signed in two copies, one of which must be given to the **First Party** not less than 24 hours prior every day.
- (xix) On expiry of this Agreement in normal course, the **Second party** will provide extended services for extended period of time as decided by the school on the same rates if required.
- (xx) The **Second Party** will employ only those employees whose Police Verification and immunizations has been done.
- (xxi) The **Second Party** will abide by all the terms and conditions as laid down by the School authorities from time to time.
- (xxii) Should any occasion arises to add any additional clause to this Agreement, it shall form part of this Agreement.
- (xxiii) The **Second Party** shall submit **his monthly bill on last day of each month which shall be paid within 15 days of receipt of bill through A/C Payee Cheque/ electronic clearance through bank** subject to completion of the following legal and mandatory requirements.
- (xxiv) Certificate incorporating the fact that the **Second Party has complied with the minimum wages Act, Employees Provident Fund Act and ESI Act shall be submitted every month**.
- (xxv) Photo copy of Wages Register with name, father's name and **EPF (where applicable) & ESI A/c No of all employees duly signed and stamped for the preceding month for payment of wages to staff as per our contract duly signed by the second party**.
- (xxvi) Photo copy of **EPF & ESI Challan and details of employee from ESI portal for the preceding month**.

Dated:

(Signature of Proprietors)
of the firm with stamp

(xxvii) **Attendance sheet** with father's name, EPF & ESI A/c No of the staff employed for the billing month in original duly signed by the **Second Party** and verified by Estate Supervisor.

(xxviii) Bill in original for the current month with covering letter indicating above details.

(xxix) Half yearly return for the EPF & ESI collections & deposits with EPF & ESI authority.

(xxx) If any supervisor/guard is found not performing his duty as per laid down charter, the First Party will have right to ask the Second Party for a change. **Further, if any guard is found absent from his place/post of duty without the knowledge of the supervisor Adm or found sleeping on his duty, the First Party will have the right to impose a penalty of Rs. 500/- (Rupees five hundred only) per day per guard will be deducted from the monthly payment to the Second Party each time. The services of defaulting guards/supervisor will be terminated immediately.**

(xxxi) The **First Party** may authorize any official of the school/persons for checking the security persons at any time. The Second Party shall ensure the duty register to be put up to the staff employed by the school every day at **0930 hours** to the **SO to Chairman/Principal/Estate Supervisor** for checking.

(xxxii) **In case of an accident of any of the persons employed through the contractor resulting in minor or major injuries and including death, Army Public School Delhi Cantt shall not be held responsible for any type of claim and all or any compensation payable to the person or persons shall be paid by the contractor at his own cost.**

(xxxiii) The contractor shall be **liable for payment of rent and allied charges for any building/ house in the School premises, as and when occupied by him in the course of contract at the rate to be fixed by the Principal Army Public School Delhi Cantt.** He will vacate the accommodation allotted to him in case the contractor's contract is terminated or whenever he is asked to do so. The Principal of Army Public School Delhi Cantt or his/ her representatives will have to sole right to take possession of the accommodation in case of failure on the part of the contractor to vacate the premises so allotted within the stipulated date mentioned by the Principal Army Public School Delhi Cantt.

(xxxiv) **Second Party** will be present in the school at least twice a week, once each during daytime (between **1100 hours to 1500 hours**) & **at night (2300 hours to 0300 hours)**, failing which a fine/penalty of **Rs 500/- (Rupees five hundred only)** per day can be imposed on the Second Party. Attendance register of guards will be duly verify and attested by him. He is obliged to report the verification to Estate office/Principal office.

(b) In addition to documents mentioned above, the **Second Party** will also submit the following legal documents of all his employees within **15 days** of signing of this contract:-

- (i) A photo copy of PAN No and Aadhar No.
- (ii) Photo copy of allotment of EPF & ESI Code No by EPF and ESI authorities.
- (iii) List of employees with their fathers name, PAN card No, Aadhar No, Mob No, EPF and ESI Code No employed by the Second Party for school work as per contract.

(c) **First Party** reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the Services with respect to the quality, the methods of service, the hours, safety, sanitation, and maintenance of the areas where the services are provided. In case the quality of service is not found to the desired standards and specifications, action as deemed fit will be taken against Second Party. **First Party** or any officer so authorized by it for the purpose shall be at liberty to carry out any surprise checks on **Second Party's** work to ensure adherence to quality of services as per specifications. The decision of **First Party** with regard to determining of quality of work/service in terms of the specifications provided by **First Party** shall be final. **First Party** reserves the right either to get the deficiency removed at the cost of **Second Party** and/or deduct such amount from the monthly service charges bill for the deficient services as may be determined by **First Party** or to terminate the Agreement in accordance with the terms hereof.

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(d) The **Second Party** will have to arrange for Security Personnel (Security Supervisors & Guards) as per **First Party** requirements. The **Second Party** agrees to be responsible for payment of their dues, emoluments, discipline and work of such persons. The necessary proof in this regard will be confirmed/produced to the school authorities. In case of leave/absence, proper relief will be provided by the **Second Party**. On no account, the Personnel so appointed and recruited by the **Second Party** will have any claim for appointment, continuous recruitment or regularization etc against the First Party.

(e) **Schedule of Requirements** List of services required on daily wages are as following:-

- | | | | |
|------|----------------------|---|----|
| (i) | Security Supervisors | - | 03 |
| (ii) | Security Guards | - | 12 |

Note: - However the number of security guards can be increased and decreased as per the requirement of the **First Party**.

(f) **Working Shift:** As under or as intimated by **First Party** from time to time:-

Sr No	Shift	Security Supervisor	Security Guard	Shift Time
1	1 st Shift	1	5	06:30 to 14:30
2	2 nd Shift	1	3	14:30 to 22:30
3	3 rd Shift	1	4	22:30 to 06:30

(g) The **Second Party** shall deploy security personnel (security supervisors & guards) not beyond the age of **55 years**. All security supervisors & guards must be physically fit. Eye sight must be (6/6 with/without glasses). All personnel employed will be educated who can read and write in Hindi as well as English.

4. **RESPONSIBILITIES OF SECOND PARTY IN RESPECT OF ITS PERSONNEL ENGAGED IN PROVIDING THE SERVICES**

(a) The Parties agree that this Agreement is in the nature of a service contract where Services are being provided by the **Second Party** in accordance with the agreed quality parameters and standards. In this regard, the **Second Party** agrees and undertakes to employ in its employment all personnel (as per prescribed competencies) required to provide the said Services. Such employees shall at all times remain and be construed to be the employees of **Second Party** alone. There shall be no employee-employer relationship between **First Party** and the employees engaged / deployed by **Second Party**. **First Party** shall not be held responsible for any non payment on part of **Second Party** and shall not be considered to be the Principal Employer of the **First Party**. **Second Party** undertakes to indemnify **First Party** in this respect should any claim for payment arise against **First Party**. At no point of time and for no reason whatsoever shall the team/ staff of the **Second Party** be construed to be that of the **First Party**. Neither can the **First Party** be made to be responsible for the actions of the team/ staff of the **Second Party** nor shall there be any claims made by the team/ staff of the **Second Party** to the **First Party**.

(b) The Supervisory, disciplinary and administrative control over the personnel employed and the manner and mode of work of the said Services to be provided/rendered shall be of **Second Party** alone. But in case of any deficiency in services is noticed or that job carried out and services rendered are not in accordance with the specifications laid down in **Annexure-I** or up to the expected standards envisaging the requirements of a **First Party**, **First Party** shall always be within its rights to get the deficiencies removed. But in case of any deficiency in services is noticed or that job carried out and services rendered are not in accordance with the specifications laid down or up to the expected standards envisaging the requirements of a **First Party**, **First Party** shall always be within its rights to get the deficiencies removed through the **Second Party**. This shall however, not preclude the **First Party** to issue necessary and working directions to the staff/ Team of the **Second Party** while performing the work.

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(c) **Second Party** shall ensure that their personnel are trained as per the requirement of the School for providing required services.

(d) **Second Party** shall be responsible to provide the total agreed person/day. In case there is absenteeism in the total agreed number of contract employee to provide the chargeable amount shall be worked out on the basis of actual payment

(e) The employees of **Second Party** shall in no case be entitled to any benefit, monetary or otherwise, which may be permissible for the regular employees of **First Party** nor would they be entitled to raise any dispute, demand or claim in this regard or otherwise against **First Party** by virtue of this agreement. All disputes between **Second Party** and its personnel shall have no bearing on **First Party** and **First Party** will not be concerned about the same. **Second Party** shall indemnify **First Party** in this regard. In case of any litigation filed by any of the personnel/employee/workman, the **Second Party** shall fully defend such case/litigation on its own and on behalf of the **First Party** (if required) at its own cost and expense and no liability arising out of any order of Court/Tribunal shall accrue against the **First Party**. The **Second Party** undertakes to fully indemnify the **First Party** in all such cases.

(f) **First Party** will have no liability in case of any compensation payable to any personnel, which accrues due to the fault of **Second Party** or its employees and in case, for any reason whatsoever the **First Party** is made to incur any such liability, the **First Party** shall be duly indemnified by the **Second Party** in such respect.

(g) **Second Party** agrees that it is liable and responsible for and undertakes to pay wages not less than the minimum wages, EPF (if applicable), ESI and any other liability will be the entire responsibility of **Second Party** due and payable under the various Applicable Laws to the personnel employed by **Second Party** for the said services. In no case Army Public School, Delhi Cantt will be held responsible for the same.

(h) **First Party** shall be entitled to depute its representative to be present at the time of disbursement of wages who shall also sign the Register of Wages-cum-Muster Roll as may be maintained by **Second Party**. **Second Party** undertakes that **First Party** will not be responsible for payment of any dues to the employees and would not be construed as having any employment relationship with employees of **Second Party** by virtue of their mere present/by putting up their signatures.

(j) **Second Party** shall further ensure that their personnel are immunized at the cost of **Second Party** on a bi-annual basis and are protected from acquiring any disease in the School and immunization cards are handed over to **First Party**. **Second Party** shall get a medical examination of all its employees and submit a medical certificate of fitness to work in the School. **First Party** shall do periodical check of this document and in absence of the same reserves the right to get it done from the School of **First Party** and for every such medical checkup the cost shall be borne by the **Second Party**.

5. PAYMENT AND PENALTY

(a) In consideration for the provision of Services by **Second Party**, **Second Party** shall be paid service charges as per attached **Annexure-II** on a monthly basis subject to the minimum number of personnel being deployed in the School as per the specifications provided by **First Party** and subject to **Second Party** meeting all service level and quality standards. All charges are inclusive of all levies and taxes. **First Party** shall deduct all taxes at source as prescribed by present or future Tax Laws of India. In case of any deficiency of services by **Second Party**, **First Party** shall be entitled to reduce the service charges to the extent of the deficiency as determined by **First Party** in its sole discretion.

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(b) **Second Party** shall on every **2nd of subsequent month** submit a monthly bill for the Services rendered by it during the preceding month as per Annexure II. **First Party** shall arrange to make payment for invoice, subject to any deduction on account of any deficiency in services, within **15** days of the receipt of the invoice. **Second Party** shall ensure that the bills providing complete details and supporting documents are attached with the invoice along with duly attested **EPF Challan (if applicable) and ESI Challan** in respect of all its personnel. **Second Party** shall solely be responsible for all payments to its personnel and employees in accordance with the statutory laws and legislations. It is mutually agreed and understood that non-payment of any statutory payments by the **Second Party** shall not make the **First Party** responsible or liable to make such payments in any manner whatsoever and neither should the **First Party** bear any consequences arising out of such non-payments by the **Second Party**.

(c) **Payments will be made to the Second Party for the actual attendance of the labour in a particular month.**

(d) **Second Party shall ensure that all the statutory compliances are being treated within the time limit as specified by the governing laws, and hence any delayed submission of the same shall attract a penalty of Rs. 500/- each case from the total amount of the billed invoice.**

(e) Notwithstanding anything contrary contained in this Agreement, there will be automatic revision in the price or consideration in the event of revision in minimum wages as notified by the Central Government/ State Government, if the revised wages are above the rates mentioned in the **Annexure-II**.

(f) **The salaries should be paid in their accounts on time i.e. on or before the 4th of the every month.**

6. **QUALITY STANDARDS** As mentioned in the charter of duties Annexure-I.

7. **INDEMNITY AND LIABILITY OF SECOND PARTY**

(a) **Second Party** will be held responsible for damages or loss or theft arising from any omission or negligence of the **Second Party** or its employees in providing the Services or from any breach of the obligations and representations of the **Second Party** in terms of this Agreement.

(b) If it is felt necessary to report the case to the police, a complaint will be lodged accordingly by the **First Party** with assistance of **Second Party**. **First Party** shall also render to the police all assistance to investigate the complaint and to trace the accused and recover the property and also process the case in a court of Law. **Second Party** will render all assistance and liaison with the police. The expenses and loss incurred in this connection will be met by the **Second Party** who shall be liable for any such expenses or for the occurrence of incident as aforesaid. **First Party** shall be entitled to deduct the loss due to theft/pilferage etc. from the service charges or other dues of/to the **Second Party**.

(c) This indemnity shall survive the termination or expiry of this Agreement.

8. **SUB CONTRACT**

(a) This Agreement cannot be subcontracted by the **Second Party** except with prior written approval of the **First Party**.

9. **LEGAL COMPLIANCES**

(a) **Second Party** agrees that it is liable and responsible for all compliances under relevant labour legislation and undertakes to pay all statutory payments, contributions, taxes, fees, levies, etc as may be due and payable under various laws. In no case shall **First Party** be liable or required to make any payment either to any government authority or any person in connection with the employment of personnel by **Second Party** in connection with the said Services.

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(b) It is understood that **First Party** shall stand fully indemnified by **Second Party** in respect of any claim or liability arising in respect of the labour or any employee engaged by **Second Party**. **Second Party** will defend First Party, its affiliates, officers, directors and employees against any cost, expenses or liability directly or indirectly arising out of or relating to any claim not only on account of wages or otherwise but also any third party claims brought against First Party because of negligence or fault or labour or employees of **Second Party**, whether on account of wages or otherwise, including the labour or employees engaged through the sub-contractor (s) of **Second Party**.

(c) **Second Party** shall maintain all the prescribed registers under the various statutes and produce them for inspection as and when required by **First Party** or by any authority under these statutes. **Second Party** shall maintain leave register, attendance register, wages register, register of persons, register of deduction, fines, overtime, advances etc and all other registers as required and regularly submit Xerox copies of these registers to **First Party** and will hand over the originals of the same on termination/expiry of the Agreement.

(d) **Second Party** shall as and when required by **First Party** deliver to **First Party** all documents, things or other evidence which may be required to establish the compliance by **Second Party** and its sub contractor with all Applicable Laws and shall always be open to audit and/or inspection of itself or its agents and/or associates, by **First Party**. **First Party** is entitled by itself or through its agents to carry out the audit of **Second Party** and/or inspection as specified hereinabove on a monthly or quarterly basis, as it may find reasonable.

(e) **Second Party** shall purchase and maintain such insurance, in addition to the insurance coverage statutorily required under labour laws, as will protect it from claims by personnel employed directly or indirectly by **Second Party** in connection with the said Services or by anyone for whose acts any of them may be liable including but **not limited to claims for damages because of bodily injury, disability benefit, occupational sickness or disease, or death of its employees**. **Second Party** shall provide **First Party** with **copies of current insurance certificates** throughout the term of this agreement.

10. COUNTERPARTS

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

11. TERMS & TERMINATION

(a) This Agreement shall be valid and binding between the Parties commencing on the Effective Date and subject to Article 12 (b), shall remain in force for a period of one year from the Effective Date, i.e. from **Jun 2021 to 31 May 2022**.

(b) Expiry/termination of this Agreement will be without prejudice to any rights that either Party may have accrued against the other prior to termination.

(c) **If there has been any breach of any of the terms and conditions laid down herein on the part of the Second Party contained in the contract, it may be terminated by the Principal Army Public School Delhi Cantt by giving the contractor a fortnight (14 days) notice in advance without assigning any reason and without the **Second Party** being entitled for any compensation on this account,**

(d) **This agreement can be terminated on any of the following grounds:-**

(i) If the **Second Party** dies or become insolvent.

(ii) If the **school is closed down and moved** out of present premises.

(iii) If the services provided by the **Second Party** are not **satisfactory** in the opinion of the First Party.

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- (iv) If any of the Security Staff is found involved in any unlawful activity:-
- (a) For any indecent behavior or indiscipline of any kind of the Security personnel towards female any or other student and staff, the pay for the month will be withheld and for any serious offence, the **Agreement shall be terminated immediately.**
- (b) The Agreement shall **be terminated** if any of the Security Guard is found indulging in **malpractices viz taking** money from supplier on soft drinks, Canteen Contractors, food and provision **suppliers, from** outside vendors **to sell their items** near gate and **from students** for letting them go **out without written permission during school hours.**
- (e) On the **agency being tried/convicted by civil/criminal court** for any criminal offence.
- (f) The **Second Party refuse** to replace the security guard against whom complaints have been made.
- (g) If it is found that the contractor has sublet **contract to some other** person or party.
- (h) If the services of the second party **are not found** to be **satisfactory** by the School Management.
- (j) On termination of the contract as stipulated in this clause, the Second Party shall withdraw all his staff **and shall vacate the school premises forthwith.**
- (k) On expiry of this Agreement in normal course, the second Party will provide extension for one month on the same rates if required.
- (l) The Agreement can be revoked by the **Second Party by giving 45 days** notice. **However, if the Second Party withdraws the Security Services without such a due notice, the First Party shall have the right to forfeit the balance payment of the due bills and security deposit of Rs 3 lakhs to him along with cost and damage on account of withdrawal.**

12. CONSEQUENCES OF TERMINATION

- (a) Upon the termination of this Agreement, the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term.
- (b) All payments becoming due and payable to the Parties as on the date of termination, under the terms of this Agreement shall continue to be due and payable to the Parties notwithstanding the termination hereof subject to adjustment for on account of deficiency of Services as determined by the **First Party.**
- (c) **Second Party** and its employees shall cease to perform the Services and remove all their articles from the School forthwith upon termination.
- (d) **Second Party** shall be liable and responsible to make all statutory payments to its staff and personnel and fulfill all other statutory obligation and liabilities and obtain suitable discharge in favour of **First Party** so that no liability or obligation develops on **First Party** from the amount due to be paid to **First Party.**
- (e) On termination of the contract as stipulated above, the **Second Party** shall withdraw all his staff and shall vacate the school premises forthwith.

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13. **CONFIDENTIALITY**

(a) Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such Confidential Information on, wholly or partly, to third parties without express written consent of the other Party.

(b) The Parties shall not disclose the terms of this Agreement or make any announcement in respect of the subject matter thereof without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.

(c) It is agreed that obligations of the Parties and the **Second Party** under this Article 14 shall survive the termination of this Agreement.

14. **DISPUTE RESOLUTION AND GOVERNING LAW**

All disputes and differences arising between the parties hereto concerning the subject matter of this Agreement in respect of either the interpretation effect of application of any of the above said provisions, or in regard to the right, duties or liabilities of the parties or in regard to the payment due to/from the **First Party** for which he is liable under this Agreement, shall be referred to the **Chairman Managing Committee, Army Public School, Delhi Cantt** whose decision thereon shall be final and binding on the both parties in all cases till the duration of this Agreement.

15. **MISCELLANEOUS**

(a) **Relationship**

(i) **Second Party**, in the performance of this Agreement, shall be and act as an independent contractor. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.

(ii) No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.

(b) **Amendment**

This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.

(c) **Severability**

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

(d) **Violation of Terms**

(i) The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

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(ii) In the event of a complaint by the persons employed through the contractor or if it otherwise comes to the notice of the school authorities, that the contractor has violated any of the instructions, laws or provisions made in the agreement, the principal Army Public School Delhi Cantt shall have the right to inspect contractor's accounts and documents.

16. It is agreed that this Agreement shall be deemed to be in force from Jun 2021 to 31 May 2022 and the rights available to and the obligations developing on the Army Public School Delhi Cantt and on the Second Party respectively, in pursuance of this Agreement shall be deemed to have occur with effect from the same date i.e. Jun 2021.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

Signed on the _____ 2021.

Mr X Y Z
Proprietor
M/s _____
Address of Firm

Neetu Kapoor
Principal
Army Public School
Sadar Bazar Road, Delhi Cantt,
New Delhi-110010

The Second Party

The First Party

Witnesses:-

1. _____
Caretaker, ARMY PUBLIC SCHOOL DELHI CANTT-10

2. _____
Rep of Firm M/s

CHARTER OF DUTIES OF SECURITY GUARDS & SUPERVISORS

Second Party shall execute all the Services and maintain such numbers of persons as are required for the purpose of execution of Services in terms of this Agreement in a timely and qualitative manner in accordance with the service level and quality standards.

1. **AREA COVERAGE FOR SECURITY SERVICES** Principal Office, Main office, Sr Wing, Jr Wing, Primary Wing, all class rooms, labs, Multipurpose Hall/auditorium, school, premises, play Grounds area along the parameter wall, all gates surrounding areas etc. Approx area including built up area is 12.5 acres.

2. **BROAD DETAILS OF SCOPE OF WORK**

(a) Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the Second Party and will be countersigned by the APS officer-in-charge at regular intervals and finally at the end of each month.

(b) Check all visitors and regular their entry as per visitors time fixed by the First Party at the main gate. The Second Party is also responsible to provide immediate replacement in case of absence of any guard who is not available for duty at the place of posting.

(c) All incoming and outgoing vehicles and maintain proper IN/OUT Records and to check the material against gate passes/incoming/outgoing stores of school property. Vehicles with stickers only should be allowed to enter the gate.

(d) The Second Party will inform the First Party in case of change in deployment of security guards and the change will be carried out after approval of school authorities only.

(e) Prevent all children/ students from going out during School hours except with written permission of the First Party/School Authorities only.

(f) To carry out any other task allotted by the First Party in the interest of the security of the premises of the First Party.

(g) To advise the First Party of such system as may be necessary to carry out the above activities.

(h) Not allow any school properties to be taken out of the gates without a valid Gate Pass from the SO to Chairman and Principal.

(j) Staff Quarter residents vehicles passes should be checked and maintain proper in/out record.

(k) No person is permitted to consume drinks in the school premises.

Dated:

(Signature of Proprietors)
of the firm with stamp

The following charges are only to be paid by the First Party to the second party on monthly basis for the Security Services rendered for eight hours service:-

- (a) Security Guards - 12 Nos
 (b) Security Supervisor - 03 Nos

Particulars	Amount to be paid per month individual Basic Wage+ DA	EPF @ 13.00%	ESIC @ 3.25%	Service Charges@	Total
Security Supervisor		NA			
Security Guard		NA			

Number subject to change as per requirement by the **First Party**.

Dated:

(Signature of Proprietors)
of the firm with stamp