



**ARMY PUBLIC SCHOOL
BAREILLY**

**Tele No : 0581-2421489 (Civil)
: 240-6930 (Mil)
Email: apsbareillycantt@gmail.com**

1035/Security Guards/APS

Aug 2020

**EMPLOYMENT OF SECURITY GUARDS IN
ARMY PUBLIC SCHOOL, BAREILLY**

1. Tender form may be collected from the main office of the school (Senior Wing) by depositing DD of Rs. 500/- in favour of Army Public School.
2. The form downloaded from school **website- www.armypublicschoolbly.com** may also be accepted subject to the deposition of DD of Rs. 500/- at the time of dropping the tender in the tender box. DD must be handed over to dealing clerk separately.

(NK Mathur)
Offg Principal

**TERMS AND CONDITION FOR PROVISION OF SECURITY GUARDS
FOR ROUND THE CLOCK SECURITY SERVICES**

1. The School is interested in employing the services of Security Agencies for providing round the clock security in all the three wings of School complex for period of one year extendable further by one year based on satisfactory service and on mutually agreeable basis.
2. **The guards (Ex servicemen) detailed for the security need to be under 50 years and educated**, since they would have to attend the intercom kept at the gate, keep record of all incoming person/vehicles and also issue & collect entry passes.
3. In case of staff on leave, relief should be provided from reserved panel. **This staff should be under 50 years and ex-servicemen exactly same as applicable for other regular staff.**
4. The security agency required to provide **nominal roll with photograph of guards, 48 hrs in advance for any change in the staff. No other pers should be employed.**
5. The school shall bear no liability towards Insurance of the Security Guards/EPF/ESI. Adherence to the provisions of all relevant acts like EPF/ESI/Labour/Wages will be the responsibility of the concerned Security Agency.
6. Apart from the contracted amount no other charges shall be paid by the school nor any revision of wages would be carried out till the contract is over. It is the responsibility of the Security Agency to provide smart and well trained security guards within the contracted amount.
7. The Guards will provide round the clock security in all the three wings of school including main gate. The gate will not be left unmanned/unattended at any time.
8. Rotating the guards as per duty shifts, checking of guards for satisfactory performance of duty & good turnout will be the responsibility of the Security Agency, Leave reserve will be catered for by the Security Agency.
9. Draft agreement for engaging of agency for providing services for security is attached at Appendix B.
10. Service Tax and other levies if any will be clearly indicated in the tender.
11. TDS will be deducted by the school while making payment.
12. **Character and Antecedents of Security Guards.** Verification of character and antecedents of the Security Guards would be the sole responsibility of the Security Agency. Proof of such verification in respect of each security guard will be provided to the school.
13. The School reserves its right to reject any tender without assigning any reasons what-so-ever and the decision of the school shall be final and binding on both parties.
14. **Refundable Security Deposit.** The Security Agency selected for providing security guards at the school will have to deposit 5% of total estimated payment due to the Security Agency in one year by way of Demand Draft towards security deposit within 15 days on award of contract. It will be refunded after three months of concluding of contract period. Security deposit is liable to be forfeited in case of any violation of contract.
15. Technical-bid & Price-bid be kept in another envelope super scribed "Security Guards". The tender should be dropped in the tender box placed at **Principal's Office, Army Public School, Bareilly**. The tender can also be sent through mail/registered post but must reach on time. Incomplete & conditional tenders shall be summarily rejected. **The school management reserves the right to reject/cancel any or all the bids without assigning any reason thereof.**
16. **The tender will not be accepted if the rates quoted below the latest minimum wages fixed by the State Government (Uttar Pradesh) for employment of Watch & Wards (Security Guard) without Arms by the Security Agency.**

Appendix 'B'

(Refers to para 12 of the tender)

**AGREEMENT FOR ENGAGING OF AGENCY FOR PROVIDING SERVICES FOR SECURITY IN
ARMY PUBLIC SCHOOL, BAREILLY CANTT**

This agreement is made on the **16st** day of **Sep 2020** between, Principal, Army Public School, Bareilly (hereinafter called the school) of one part and _____
_____ (hereinafter called the contractor) of the other part.

Whereas the school desires to have certain services as mentioned in the Annx I to this Agreement executed on the basis of specification/schedule/rates and each of which documents has been kept signed in duplicate on behalf of the parties hereto for the purpose of identification and shall be treated as part of this agreement.

Now, it is hereby agreed by and between the parties as follows :-

1. That this agreement/contract is valid for a period of one year wef **16 Sep 2020** to **15 Sep 2021**. The period of agreement is extendable further by one year based on satisfactory service and on mutually agreeable basis.
2. The school will pay the contractor a lump-sum amount of **Rs. _____**) per month (for 13 Unarmed Security Guards) in accordance with the schedule of rates fixed at the time and in the manner specified in the conditions.
3. The men detailed for the security duties will be (Ex-servicemen) educated since they would have to attend the intercom placed at the main gate and also keep record of all incoming person/vehicles and also issue and collect passes.
4. The security Agency will ensure that the Guards provided are smart and well trained and are not frequently turned over.
5. Rotating the guards as per shifts, checking the guards for satisfactory performance of duty & good turn-out will be responsibility of the security agency. Leave reserve will be catered for by the agency.
6. Guards will be provided for different locations of this school as per details below :-

S/No	Timings	Senior Wing and No of Guards	Middle Wing and No of Guards	Primary Wing (Main Building) No of Guards	Primary Wing (CI I Building) No of Guards
1.	0600 -1400	01	01	01	01
2.	1400 -2200	01	01	01	Nil
3.	2200 -0600	01	01	01	Nil

(Total Guards in 24 hours -10), They will follow timings strictly as per above chart and 1x Guard Supervisor.

7. The school shall bear no liability towards Insurance of the Security Guards/EPF/ESI. Adherence to the provisions of all relevant acts like EPF/ESI/Labour/Wages will not be the responsibility of the school. A certificate on quarterly basis will be rendered to the school that provisions of the State Labour Laws are being adhered to.
8. TDS will be deducted by the school while making payment.

9. Verification of character and antecedents of the security guard will be the responsibility of the security agency. Prof of character and verification in respect of each guard employed on duty will be provided to the school.
10. In addition to checking of security guards by the security agency, the school will depute personnel residing in the campus to check alertness of personnel during day & night time. Lapses will be brought by the school authorities to the notice of the security agency, for taking action against the defaulter guards.
11. Supervisor detailed by the security agency will check with security guards that they are in possession of Registers and instructions issued for them by the school.
12. The said contractor shall during the currency of the agreement provide such guards as is required for carrying out the services as contained in Annx I.
13. The said contractor shall execute the said service under his direct personnel supervision and in the best workman like manner and shall not on any account whatsoever employ a sub-contractor.
14. The school shall pay to the said contractor in the first week of each subsequent month against his bill as entitled to on the satisfaction of the services rendered and according to the approved rates mentioned in the schedule/rates.
15. The school shall not be liable to pay any sum of money to the contractor or any one else claiming under this contract over and above what is payable under this contract to the contractor.
16. All money which the said contractor shall be liable to pay to the school on account of the breach of this agreement/contract or any other account shall be deducted by the said school from and set off against any money or moneys which may be due to the said contractor on account of carrying out the services of the contractor.
17. The contractor shall be responsible and shall be liable to compensate for any damages, on costs, arising out of any accident or injury sustained by the students or employees of the school or any one else in the school caused directly or indirectly by any one in the employment of the contractor or any person claiming to be employed with the contractor or any person claiming to be the agent of the contractor etc while in or upon the services being rendered out of any act, default or negligence, error in judgment on part.
18. The school shall be entitled to determine this agreement/contract and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and or neglects to carry out instructions on its behalf or to complete the services or suspend the same or delay the progress thereof without reasonable cause. It is made clear that the essence of this contract is the satisfaction of the school regarding the performance and proper execution of the service.
19. **Refundable Security Deposit.** The security agency selected for providing security guards at the school will have to deposit 5% of total estimated payment due to the security agency in one year by way of demand draft towards security deposit within 15 days on award of contract. It will be refunded after three months of concluding of contract period. Security deposit is liable to be forfeited in case of any violation of contract.
20. The contractor shall, at all point of time, during the currency of the agreement/ contract, follow the laws applicable for the purpose of carrying out the services for the school.
21. The contractor shall carry out any work that may arise directly or indirectly for executing the services, which may be incidental for the purpose of rendering the said services.

22. The Principal is empowered to terminate the contract at any time without assigning any reasons whatsoever.

23. **The guards (Ex servicemen) detailed for the security need to be under 50 years and educated**, since they would have to attend the intercom kept at the gate, keep record of all incoming person/vehicles and also issue & collect entry passes.

24. In case of staff on leave, relief should be provided from reserved panel. **This staff should be under 50 years and ex-servicemen exactly same as applicable for other regular staff.**

25. The security agency required to provide **nominal roll with photograph of guards 48 hrs in advance for any change in the staff. No other pers should be employed.**

In witness whereof the said school and the contractor have hereto respectively signed on the _____ Day of _____ 2020 year.

Party No 1

Principal,
Army Public School
Bareilly Cantt

Party No 2

M/s _____
Address _____

Witnesses

No.1 _____
(Signature, Name & Full Address)

No.2. _____
(Signature, Name & Full Address)

TERMS AND CONDITIONS FOR SECURITY SERVICES

1. Name of School : Army Public School, Bareilly Cantt
2. Address/Location : Bird Wood Lines, Bareilly Cantt
3. Area of the Building/Other details : All Three Wings (Senior & Middle Wing at Bird Wood Lines and Primary Wing at JAT Regt Centre, Bareilly Cantt).

Scope of Work

Providing round the clock security services.

TERMS AND CONDITIONS TO BE EXECUTED BETWEEN THE AGENCY AND ARMY PUBLIC SCHOOL, BAREILLY CANTT FOR PROVIDING SECURITY SERVICES

1. That the agency shall provide round the clock security arrangements for Army Public School, Bareilly with effect from **16 Sep 2020 to 15 Sep 2021**.
2. That the agency would undertake to engage, employ and provide the requisite number of trained men for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the entire responsibility for taking security measures of all above three wings is of the agency and school will not be liable to pay anything for the security lapses as provided. The agency will be responsible to make up for any loss of property etc for negligence of the person employed by it.
4. That the agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation of replacement.
5. That the tenure of the service agreement shall be for the period from 16 May 2019 to 15 May 2020 and thereafter it may continue till the school intends at the existing terms and conditions. However if the services are not found satisfactory then the school at anytime may terminate the contract without assigning any reason whatsoever at any time by giving one month notice. In case the services are not satisfactory and there is lapse then the contract may be terminated without any notice/compensation in lieu.
6. That the school on its part shall not be liable to pay any charges, dues compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the contractor only who shall be the employer of such personnel. Insurance and EPF of the guards would be borne by the security agency.
7. Any dispute arising out of or in relation to this agreement shall be referred to a sole Arbitrator to be appointed by the Management Committee of Army Public School, Bareilly as per the Indian Arbitrator Act 1940. The Security Agency/Contractor does not have any right of appeal against the award of the Arbitrator in any Court.
8. That the Agency shall provide its own uniform to its security personnel at their cost and ensure that they are well dressed at all times including daily shave and neat turnout.
9. That the agency shall make its own arrangements for boarding and lodging of the security personnel.
10. That the security guards posted at the school shall be at least a matriculate so that they can issue gate pass. All persons entering the school premises, except those who are engaged by the

school and the students, will be issued a gate pass after necessary entries in the register. The gate pass will be collected by the Guard will ensure that the same has been signed by the person visited.

11. The guard shall be neatly turned out and no guard would perform duty for more than 08 hours. The Guards would be rotated to ensure that they are alert.

12. The guard should be trained and briefed about his duties by the security before deployment. Any new guard should first meet Principal/ Administrative Supervisor for briefing before starting his duty.

13. The guard should be trained by the security agency to be firm but polite with the staff of the school and the visitors.

Duty Time

14. Guards will be provided for different locations of this school as per details below :-

S/No	Timings	Senior Wing and No of Guards	Middle Wing and No of Guards	Primary Wing (Main Building) No of Guards	Primary Wing (Cl I Building) No of Guards
1.	0600 -1400	01	01	01	01
2.	1400 -2200	01	01	01	Nil
3.	2200 -0600	01	01	01	Nil

(Total Guards in 24 hours -10), They will follow timings strictly as per above chart and 1x Guard Supervisor.

Penalty

15. The guards will be penalized by deduction of one day's salary in case of following failures :-

- (a) Improper turnout and bearing.
- (b) Sleeping on duty.
- (c) Found missing from place of duty without intimation.
- (d) Any misbehavior with staff, students or visitors.
- (e) Breach of security check procedure.
- (f) Consuming liquor, tobacco products or narcotics in school premises.
- (g) Failure to respond to a security breach or emergency situation.
- (h) Loss of any property/ Flowerpots displayed in the school premises and gardening plants.

16. Any lapse/breach of contract clauses will invite penalty on the monthly bill raised by the agency. This will be in addition to the penalty imposed on guards for individual lapses. The instances inviting penalty will be reported to the agency in writing/over phone and record of such lapses will be maintained.

17. More than 4 lapses/breach of contract by the security agency in a month will lead to penal deduction of 5% of the billed amount for the month.

18. If the guard is not aware of the actions to be taken by him in various emergency situations, he will be considered untrained for security duty. If the guard fails to react to an emergency/crisis situation, it will be deemed as a failure of the security agency and he liable for penalty of 10% on billed amount and legal action as applicable.

19. The guard posted at the main gate of school is expected to perform following duties :-

- (a) Duration of duty 8 hours.
 - (b) Prevent unauthorized entry into school campus.
 - (c) Take suitable action against attempt to make forced entry.
 - (d) Raise alarm in case of attempt at forced entry.
 - (e) Issue security pass to visitors after making entry in visitor register.
 - (f) Establish identity/antecedents of visitors before letting them in. In case of doubt obtain clarification from Administrative Officer over intercom.
 - (g) Ensure that vehicles are not parked in No Parking Zone outside the gate.
 - (h) Ensure no item of school property is carried out of campus without valid authorization.
20. Guard on patrolling will perform following duties :-
- (a) Duration of duty 8 hours.
 - (b) He will continuously patrol the school campus including corridors of academic building, to prevent trespassing, theft and willful damage/ vandalism of school property by miscreants.
 - (c) He will pay particular attention to vulnerable areas which will be briefed to him by Administrative Supervisor.
 - (d) He will raise alarm or alert school authorities immediately in case of any untoward incidents.
21. In case a leave reserve is to be provided, the Guard will be briefed by the agency and put up to the Principal/Administrative Supervisor for briefing. Police verification of the individual would be provided/undertaking of character given by the agency to the school by the security agency before the relief is provided and the Principal/Administrative Supervisor is informed.
22. Except in case of the employees, no other vehicle would be permitted inside the school premises after school hours unless permitted by the Administrative Supervisor. During school hours no vehicle unless informed by Principal/ Administrative Supervisor would be permitted.
23. The gate will not be left unmanned under any circumstances. All the gates would be kept closed & locked and opened only when identity of the visitor is established.
24. Guards will not consume liquor or tobacco products as per rules.
25. Turnover of guard will not be done without prior approval of the Principal/ Administrative Supervisor.
26. **The guards (Ex servicemen) detailed for the security need to be under 50 years and educated**, since they would have to attend the intercom kept at the gate, keep record of all incoming person/vehicles and also issue & collect entry passes.
27. In case of staff on leave, relief should be provided from reserved panel. **This staff should be under 50 years and ex-servicemen exactly same as applicable for other regular staff.**
28. The security agency required to provide **nominal roll with photograph of guards 48 hrs in advance for any change in the staff. No other pers should be employed.**
29. **The tender will not be accepted if the rates quoted below the latest minimum wages fixed by the State Government (Uttar Pradesh) for employment of Watch & Wards without Arms by the Security Agency.**
30. **A undertaking will also be given by the security agency for employment of security guard as per Appendix 'C'.**

UNDERTAKING CERTIFICATE BY THE SECURITY AGENCY

It is certified that EPF/ESI/Any Other Misc Allowances applicable to the security guard will be paid to the security guard employed at the Army Public School, Bareilly (UP) by the my Security Agency i.e. (Name of Security Agency) M/s_____

(Signature of the tenderer with complete address and seal

Tel. No.

Mobile No.

Place :

Date :

ARMY PUBLIC SCHOOL, BAREILLY

TENDER FOR PROVIDING ROUND THE CLOCK SECURITY GUARDS

FINANCIAL BID

Ser No	Duration of duty	No of Guard	Rate Per Guard Per Month (Ex-servicemen Unarmed)	Value
1.	8 Hours shift (10 Unarmed Guards) below 50 years of age	10		
GST & Other Taxes if any				
G/Total :-				

(Signature of the tenderer with complete address and seal)

Tel. No.

Mobile No.

Place :

Date :

ARMY PUBLIC SCHOOL, BAREILLY

TECHNICAL-BID

TENDER FOR PROVIDING ROUND THE CLOCK SECURITY GUARDS

1. Name of the Agency with Registration No _____
2. Office Address and Telephone No _____
_____.
3. Name (s) of the Proprietor/Partners _____
_____.
4. GST No _____
5. PAN/TAN No _____
6. Past Experience (preferable last three years) with all necessary documentary evidence :-

Ser No	Year	Name of the Institutions	No of Guards + Supervisor
(a)	2017-18		
(b)	2018-19		
(c)	2019-20		

(Please attach copy of agreements)

7. The security agency must be registered with the EPF/ESI/Labour Department, Private Security Agency Regulation Act (PSARA). The following documents should be enclosed with the tender documents :-
 - (a) Xerox copy of the registration with the State Authorities like the EPF/ESI/Labour Department & Private Security Agency Regulation Act (PSARA).
 - (b) Proof of depositing Income Tax for the last two years.
 - (c) Experience proof of providing security services to Directorate General Resettlement and other public and private organizations.
 - (d) Copy of PAN/TAN Card and Service Tax Registration documents.
 - (e) Company Brochure/profile including followings details :-
 - (i) Promoter Profile.
 - (ii) Workforce availability (including Ex-servicemen guards and Supervisor).
 - (iii) Supervisory procedure for guards.
 - (iv) Experience in providing security services to public and private organization.
8. Tender Form must be submitted in original duly signed & stamped by the firm/ company.
9. Terms and conditions for providing the security guards is at Appendix 'A' and copy of the agreement is attached at Appendix 'B'.
10. Has the firm been ever debarred/Black Listed by any organization? Yes/No. If Yes write (Name of Organization)_____.
11. Does the firm provide Ex-servicemen guards (Yes/No).
12. Undertaking Certificate attached as per Appendix 'C' (Yes/No)
13. M/s _____ is agreed to provide security guard as per terms and conditions Appendix 'A' and Agreement Appendix 'B'.

(Signature of the tenderer)
With complete address and seal
Tel. No.
Mobile No.
Place :
Date :

