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Army Public School
Nehru Road
Lucknow Cantt

5017/APS

02 Apr 2025

**TENDER FORM FOR PROVISION OF SECURITY GUARD FOR
ARMY PUBLIC SCHOOL NEHRU ROAD LUCKNOW**

1. You are invited by the Management of Army Public School, Nehru Road, Lucknow Cantt to submit tender for provision of security guards.
2. Tender form can be downloaded from school **website only**. Cost of Tender in the form DD of Rs 100/- (Rupees one hundred only) in favor of Principal, Army Public School, Nehru Road, Lucknow. Cash will not be acceptable. Demand Draft of tender form cost should be enclosed alongwith tender, the tender to be put in tender box which is placed at Main Gate (Gate No 1) of APS, Nehru Road Lucknow. Tender will be accepted till **1300 hrs** on **16 Apr 2025**.
3. Your tender form duly completed should be put in the tender box which is placed at placed at Army Public School, Nehru Road, Lucknow Cantt Gate No. 1 by **16 Apr 2025** till **1300hrs** but should with all relevant documents sealed in an envelope duly quoted your rates. Incomplete and Conditional quotes shall be summarily rejected. Tender will be packed as per following details :-
 - (a) Envelope No 1 - Technical Bid.
 - (b) Envelope No 2 - Commercial Bid
 - (c) Envelope No 3 - Large envelope. (Envelope No 1 & 2 to be kept in large envelope).
4. The Management of Army Public School, Nehru Road, Lucknow Cantt doesn't bind itself to accept the lowest or any tender and may cancel tendering process at any time.
5. All pages to be dully signed & stamped by the Vendor.

Yours faithfully,

(Nidhi Rathore)
Principal



ARMY PUBLIC SCHOOL, NEHRU ROAD, LUCKNOW CANTT

ADVERTISEMENT FOR PROVISION OF SECURITY GUARDS FOR ARMY PUBLIC SCHOOL, NEHRU ROAD, LUCKNOW

1 Army Public School, Nehru Road, Lucknow Cantt is interested for provision of Security Guards for School Campus to ensure round the clock security of School Premises for a period of 12 months initially and extendable thereafter based on quality of service

2 The service provider will be selected through a two stages bid system. In Stage I, prospective service providers are expected to establish their credentials. In Stage II, commercial bid will be opened who qualified in technical bids.

3 Tender Form can be downloaded from school website only. Cost of Tender in the form of DD of Rs 100/- (Rupees one hundred only) in favour of Principal, Army Public School, Nehru Road Lucknow. Cash will not be acceptable demand Draft of tender form cost should be enclosed tender.

4 Last date for submission of Tender form along with tender fee of Rs 100/- is upto 1200 hrs on **16 Apr 2024.**

5 **Stage I (Technical Bid)** Service providers meeting the following criteria are requested to submit proof/documents in support of their claim:-

- (a) Company must have been registered at least 2 years back.
- (b) Company must have valid two years old PF Registration, ESI and Labour License.
- (c) Company must have evidence of depositing ESI & PF of atleast 50 persons (Photo copy of one challan memo be attached).
- (d) Company must have atleast 02 years' experience of providing security services to similar institutions. Proof of previous experience, in the form of MoU, Contract or agreement entered with Govt/Semi Govt/Private establishment's along with satisfactory reports from concerned organizations be submitted.
- (e) Service Providing Agency must have PAN card.
- (f) Service Providing Agency must not be in black list of any agency/organization.
- (g) C.A. Audit Report and ITR for last 02 years must be attached.
- (h) EMD of Rs 50,000/- (Rupees Fifty Thousand only), through DD drawn in favour of Principal, Army Public School, Nehru Road, Lucknow will be submitted alongwith Technical Bid.

6 **Stage II (Commercial Bid)** Commercial bids will be opened of only those who qualified in Technical bids. Commercial tender form, terms and conditions and draft contract are attached. Commercial Tender form will be submitted duly filled alongwith all sheets of terms and conditions and draft contract duly signed to indicate compliance/ acceptance of terms & conditions. Vendors are required only to quote their service charges in the tender form. The following terms and conditions must be adhered by the vendors prior to quoting their rates in Commercial Bids –

- (a) Rate per worker per day to be quoted by the bidder, with other statutory requirement such as EPF, ESI and GST etc calculated as per Government orders to arrive at bid amount. Quotes lower than specified minimum wages by State Government orders will be rejected. The rates quoted will be binding on the contractor throughout the contract duration and hence must cater for any minimum wages revision (s) by State Govt during the contract's currency.
- (b) Service Charge should be mentioned clearly in commercial bids in figures as well as in words. Service Charges will not be acceptable at any stage in commercial less than 3.85%.
- (c) Grand total of the lowest bid in terms of Wages structure enclosed alongwith Commercial Bid will be considered as final quote for identification of L1 bidder.
- (d) In case of tie in the grand total of commercial bid between bidders, draw of lots will be resorted for identification of bidder for award of contract.

Interested firms are required to submit two bids including Technical Bids and Commercial Bids separately. Both the Bids will be submitted in two separated sealed envelopes, clearly stating on the envelopes Technical and Commercial Bids.



STAGE I – TECHNICAL BID

**TENDER FORM FOR PROVIDING ROUND THE CLOCK SECURITY GUARD FOR ARMY
PUBLIC SCHOOL, NEHRU ROAD, LUCKNOW CANTT (UTTAR PRADESH)**

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

Ser No	Year	Name of the Institutions	No of Guards and Supervisor
(a)	2022-23		
(b)	2023-24		
(c)	2024-25		

7. Earnest Money amounting to Rs 50,000/- (Rupees fifty thousand only) is required to be deposited alongwith technical bid. EMD may be forfeited in case of non-acceptance of Work Order. Details of Earnest Money Deposit are as under :-

Bank Draft No _____ Date of Issue _____
Validity of Bank Draft _____ Name of the issuing authority _____

8. The Security Agency must be register with the EPS/ESI/Labour Department, Private Security Agency Regulation Act (PSARA). The following documents should be enclosed with tender documents:-

- (a) Xerox copy (self-attested) 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 service to Central Govt/ State Govt/ PSU/Private Organizations.
- (d) Copy of PAN Card and Service Tax Registration.
- (e) Company Brochure/ profile including following details :-
 - (i) Promoter profile.
 - (ii) Workforce availability.
 - (iii) Supervisory procedure for guards.
 - (iv) Experience in providing security services to public and private organization.
 - (v) Last two years Audit, Balance Sheet and profit & loss accounts.

9. Tender Form must be submitted in original duly signed & stamped by the firm/ company.
10. Terms and conditions for providing the security guards is at Appendix 'A'.
11. Has the firm been ever debarred/ black listed by any organization ?



(Signature of Tenderer)
With complete address and seal
Tele No
Place

DECLARATION

1. I, _____ Son/Daughter/Wife of _____ Contractor/Director/authorized signatory of the Agency mentioned above is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ We, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities toward prosecution under appropriate law.

(Signature of Authorised Person)

Date :

Full Name :

Seal

Place

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 the School complex for period of 11 months extendable further by 12 months based on satisfactory service and on mutually agreeable basis.
2. The guards detailed for the security need to be between 25 to 45 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. Guards must be matriculate.
3. The school shall bear no liability towards Insurance of the Security Guards/PF/ESI Adherence to the provisions of all relevant acts like PF/ESI/Labour/Wages will be responsibility of the concerned Security Agency.
4. Apart from the Contracted amount no other charges shall be paid by the school 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. Revision of minimum wages will be done as per State Govt ruling.
5. The Guards will provide round the clock security in the school including main gate The gate will not be left unmanned/unattended at any time.
6. 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.
7. The Guards should be in possession of their own torch, danda, umbrella/ raincoat & Whistle.
8. Service Tax and other levies if any will be clearly indicated in the tender.
9. TDS will be deducted by the school while making payment.
10. 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 Police verification in respect of each security guard will be provided to the school before putting on duty.
11. 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.
12. 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 Bank Guarantee/Joint FD 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.
13. Technical-bid & Commercial-bid be kept in two separate envelopes duly marked as "Security Guards Technical Bid & Security Guards Commercial Bids. Both these bids will be kept in a separate sealed envelope super scribed Security Guards". The tender should be dropped in the tender box placed at Main Gate, APS, Nehru Road, Lucknow. The tender can also be sent through mail/registered post but must reach on time. Incomplete & conditional tenders shall be summarily rejected. The Principal, APS, Nehru Road, Lucknow reserves the right to reject any or all the tenders without assigning any reason thereof.



STAGE II – COMMERCIAL BID

TENDER FORM FOR PROVIDING ROUND THE CLOCK SECURITY GUARD FOR ARMY PUBLIC SCHOOL, NEHRU ROAD, LUCKNOW CANTT (UTTAR PRADESH)

1 Requirement of School :-

Ser No	Duration	Rate inclusive of all charges & Taxes	
		Ex Servicemen unarmed	Civilians unarmed
(a)	08 hourly shift (four guards)		
(b)	08 hourly shift for patrolling of school campus at night (Four guards)		

- 2 Services charges will not be accepted at any stage in commercial bids less than 3.85%.
- 3 Declaration by the Contractor:-

"This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions and instructions contained therein and undertakes that I / we would abide by the said terms and conditions."

(Signature of Tenderer)
With complete address and seal
Tele No
Place

Undertaking

1. I undertake that all the eligibility conditions mentioned in the tender document are fulfilled. Further, all supporting documents have been attached herewith.
2. I have gone through and fully understood the terms and conditions supplied in the tender document and I hereby undertake to abide by all terms and conditions and also undertake to abide by the instructions to be issued by the School Management of Army Public School, Nehru Road, Lucknow Cantt from time to time for due discharge of Service Agreement.
3. It is declared that all the entries made in this form are correct. In case of detection of any false entry and incorrect information / document, the submitted tender may be rejected and Earnest Money Deposit forfeited.

Authorized Signatory with rubber seal
(only Proprietor/Partner/Director)



WAGES STRUCTURE

Name of Company _____

Ser No	Components	Security Guards	
		Ex Servicemen	Civilian
	One Day wages		
	Total Working Days		
A	Basic + VDA = 'D'		
B	ESI		
C	EPF@		
D	Admin Charges		
E	EDLI@		
F	House Rent Allowance@		
G	ESIC on HRA		
H	Bonus		
J	Uniform outfit allowance		
K	Uniform washing allowance		
L	Total		
M	Relieving Charges 1/6 of total of Serial (L)		
N	Cost per Head		
O	Company Service Charges		
	Total		

Note – Secondary Schools are exempted from service tax (GST) vide Entry No 9 (b) (iii) of Notification No 25/2012-ST dated 20 Jun 2012 issued by Govt of India.



(Signature of Tenderer)

With complete address and seal
Tele No
Place

CONTRACT FOR PROVISION OF SECURITY GUARDS

This Agreement for Facility Services is made on the _____

BETWEEN

Army Public School, Nehru Road, Lucknow (hereinafter referred to as Army Public School which term unless repugnant, shall mean and include its successor and permitted assigns) through Principal, Army Public School, Nehru Road, Lucknow duly authorized to execute and sign this agreement of the FIRST PARTY.

AND

M/s. _____, a Company incorporated under the Companies Act, 1956, India and having its registered office & corporate office at _____ of the SECOND PARTY, AND collectively referred to as "Parties" WITNESSETH as under:

WHEREAS

1. FIRST PARTY, is desirous of entrusting Security Services in the premises of the ARMY PUBLIC SCHOOL, Nehru Road, Lucknow as described in tender No dated
2. SECOND PARTY has represented to ARMY PUBLIC SCHOOL, Nehru Road, Lucknow that it has requisite expertise in Security Services and allied fields to various establishments similar to that of the ARMY PUBLIC SCHOOL.
3. SECOND PARTY has agreed to provide Security Gurads for watch and ward of the campus/ premises of the ARMY PUBLIC SCHOOL, Nehru Road, Lucknow as it possesses the necessary competence, required equipment, financial capabilities, expert and trained manpower essential to render such services and also has made itself fully acquainted with the nature, scope, volume and load of work in connection with the services to be provided and is willing to provide the required services to the FIRST PARTY, Nehru Road, Lucknow as described in tender No dated which is appended to this agreement. This Agreement is subject to the following terms and conditions:-

4. **Terms of Agreement, Effective Date, Termination**

- 4.1 This Agreement will commence on _____ and would be initially for 11 months from _____ to _____.
- 4.2 This agreement may be renewed further for 12 months, if found satisfactory by FIRST PARTY, with suitable modifications on mutual discussions and consent. The decision as regards renewal of agreement taken by the FIRST PARTY shall be final.



- 4.3 FIRST PARTY can terminate this Agreement by providing a notice of 30 days to the other Party in writing. SECOND PARTY can terminate this agreement by giving three months notice in writing. However, if any violation of terms and conditions happens in middle of the contract which resulted in breach, safety and security to the FIRST PARTY, the FIRST PARTY is liable to terminate the contract agreement forthwith without nay notice.
- 4.4 That one month prior to expiry of this agreement SECOND PARTY shall, if so desires, request the First Party to renew the Agreement for a further period of 12 months.
- 4.5 This agreement can be terminated by the School by giving one month's notice on any of the following grounds :-
- (a) If there has been any breach of any of the terms and conditions laid down herein on by either party.
 - (b) If there either party dies or become insolvent.
 - (c) If the School closes down and moves out of present premises.
 - (d) On being convicted by civil/criminal court for any criminal offence.
 - (e) If the services provided by the contractor are not found satisfactory in the opinion of the Principal, APS Nehru Road, Lucknow Cantt.
 - (f) If any of the staff members found involved in any unlawful activity for the any incident behaviors towards students and staff, the pay for the month will be withheld in cases of such complaints.
 - (g) If SECOND PARTY refuses to replace the staff members against whom complaint (s) has/ have been made.
 - (h) An act prejudicial to security and interest of the Army by any staff members of the SECOND PARTY. Any other ground warranting terminations of this agreement in the discretion of the FIRST PARTY.

5. Charges and Payment Terms

- 5.1 In consideration of the Security Services to be provided by SECOND PARTY, The FIRST PARTY, hereby agrees to pay the Charges to SECOND PARTY as per Annexure 1. However, the T.D S and/ or any other deductions necessary to be made at source as per law shall be deducted upon each payment becoming due.
- 5.2 As per section 21(4) of Contract Labour Act "In case the contractor SECOND PARTY fails to make payment of wages within the prescribed period or makes short payment, then the principal employer FIRST PARTY shall be liable to make payment of wages in full or the unpaid balance due as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from security deposit payable to the contractor under this contract or as a debt payable to the contractor.
- 5.3 SECOND PARTY shall immediately apply and obtain license as required under The Contract Labour (R&A) Act 1970 and shall comply with all terms and conditions thereof strictly and shall get the license renewed from time to time throughout the currency of this agreement. The SECOND PARTY shall also obtain all registration(s)/ permission(s)/ licenses etc. which are/may be required under any labour or other statues for providing the services under this agreement.
- 5.4 All employees will have Bank A/C and all payment will be made vide NEFT/Cheque to their respective A/C by SECOND PARTY (irrespective of whether the bill of the preceding month (s) has been cleared by FIRST PARTY.



5.5 The SECOND PARTY will be responsible for the deduction/contribution of provident fund and other liability as per existing Uttar Pradesh Laws. The SECOND PARTY at the submission of every month shall furnish staff statement employed for the security services along with a certificate stating that the provision of Minimum Wages Act and the Employees Provident Fund Act have been fully complied with by SECOND PARTY. The SECOND PARTY shall submit his monthly bill on 01 of the following months which shall be paid by Party No. 1 by 10" of each month through NEFT/RTGS subject to completion of the following legal and mandatory requirements, The SECOND PARTY will also deposit the following documents every month:-

(a) Photocopy of wages sheet duly signed and stamped for preceding month for payment of wages to staff as per contract.

(b) Photocopy of Employee Provident Fund (EPF) Employee State Insurance (ESI) challan Electronic Challan-cum-Return (ECR) Sheet Employee State Insurance (ESI) contribution sheet and deposit receipt of EPF & ESI for the preceding month.

(c) Attendance sheet of the staff of each billing month in original duly signed and stamped by the SECOND PARTY and verified by the School Adm Supervisor.

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

5.6 Bank statement showing transfer of funds to the employees. The charges to be paid by the FIRST PARTY to the SECOND PARTY for security services to be rendered including incidental or ancillary services shall be as per minimum wages for daily labour as per Uttar Pradesh Labour Act and include service charges (Certified as per Para 6:3).

5.7 SECOND PARTY will enter into agreement with FIRST PARTY for providing Security services and 'SECOND PARTY should submit the following legal documents within 15 days of signing the agreement with FIRST PARTY:-

(a) A photocopy of PAN Card duly signed and stamped.

(b) Photocopy of allotment of EPF code No by authorities duly signed and stamped.

(c) Photocopy of allotment of ESI code No by the ESI authorities duly signed and stamped.

(d) List of staff with EPF & ESI code No employed by you in School as per Contract duly signed and stamped.

6. Compliance to Statutory and Non-statutory obligations

6.1 The SECOND PARTY will be responsible for compliance of all statutory and non-statutory obligations viz colligations under Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employees Provident Fund, Employees State Insurance Act, Contract Labour Act, Workmen's Compensation Act industrial Disputes Act etc. including any industrial dispute in respect of all employees deployed at ARMY PUBLIC SCHOOL, Nehru Road Lucknow through SECOND PARTY. The SECOND PARTY under takes and assures that it shall be fully responsible for the due observation and implementation of all the statutory condition or requirements of Labour Laws as are applicable to its Workmen Employees deployed at ARMY PUBLIC SCHOOL Nehru Road Lucknow.



- 6.2 The SECOND PARTY shall furnish due compliance certificate undertaking by the of every month in favour of the FIRST PARTY certifying that the SECOND PARTY is complying wage as non-statutory provisions FIRST PARTY shall also have a right to check/ verify records maintained by the SECOND PARTY in this respect
- 6.3 The SECOND PARTY shall maintain registers and other records required under various labour enactments which may be checked and verified by FIRST PARTY and by the appropriate authority

7 **The Employment Staff :-**

- 7.1 The requirement of the workers follows which can be increased or decreased as per the requirement of the FIRST PARTY Manpower may increase or decrease depending on the quantum of work Additional workers will be provided by SECOND PARTY as and when the requirement of projected by the 'FIRST PARTY.

- 7.2 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.

7.3 **Penalty**

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, student 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.
- 7.4 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.
- 7.5 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.
- 7.6 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 be liable for penalty of 10% on billed amount and legal action as applicable.
- 7.7 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.
 - (d) Issue security pass to visitors after making entry in visitor register.



- (e) Establish identity/ antecedents of visitors before letting them in In case of doubt obtain clarification from Administrative Officer over intercom.
- (f) Ensure that vehicles are not parked in No Parking Zone outside the gate
- (g) Ensure no item of school property is carried out of campus without valid.

7.8 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. He will sign every 2 hrs on gds register as per briefing by Administration supervision.
- (c) He will pay particular attention to vulnerable areas which will be briefed to him by Administrative Supervisor/Estate Supervisor.
- (d) He will raise alarm or alert school authorities immediately.

7.9 In case leave reserve is to be provided, the Guard will be briefed by the agency and put up to the Administrative Officer/Administrative Supervisor/Estate 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 Administrative Officer is informed.

7.10 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/Estate Supervisor During school hours no vehicle unless informed by Administrative Officer Administrative Supervisor/Estate Supervisor would be permitted.

7.11 The gate will not be left unmanned under any circumstances All the gates would us kept closed & locked and opened only when identity of the visitor is established.

7.12 Guards will not consume liquor or tobacco products as per rules.

7.13 Turnover of guard will not be done without prior approval of the Administrative Officer/ Administrative Supervisor/ Estate Supervisor

8 Scope and Nature of Security Services

8.1 The Scope and Nature of services undertaken to be provided by SECOND PARTY being outsourced are outlined in paragraphs below.

8.2 To ensure the security of the school campus round the clock for all 365 days including all Sunday and Govt Holidays.

8.3 Proper verification of the visitors before entering in School campus and records to be maintained accordingly.

8.4 To follow all the Govid-19 protocols (thermal screening, temperature check etc) and register to be maintained the same to be put up to school authorities on regular basis.

8.5 The employees of the SECOND PARTY' must be between 25 to 45 years of age.



- 8.6 The 'FIRST PARTY reserves right to cancel the service agreement or to withhold the payment in the event of non compliance or unsatisfactory performance of the service contract. In such eventuality the FIRST PARTY further reserves the right to get the work done from alternate Service Providers and the SECOND PARTY will be liable to be debarred by the FIRST PARTY for a period of five years and participating in such type of tender
- 8.7 The 'SECOND PARTY will depute only those persons whose police verification has been done and EPF & ESI No has been allotted.
- 8.8 Replacement of any person(s) so engaged by the Service Provider should be intimated within 24 hours to the FIRST PARTY with reasons of replacement and the documentation.
- 8.9 Every worker/supervisor appointed by the SECOND PARTY and shall wear the prescribed uniform and badge bearing his name and designation while on duty. The same shall be provided by the service provider at his own cost
- 8.10 The staff deputed can also be detailed by SECOND PARTY shall obey any other instructions issued from time to time by the FIRST PARTY.
- 8.11 The SECOND PARTY will abide by all conditions laid down by the FIRST PARTY

9. **Obligations.**

- 9.1 The SECOND PARTY shall comply with such legal requirements as are advised by The FIRST PARTY.
- 9.2 SECOND PARTY shall use reasonable endeavours to ensure that its employees, or agents shall whilst on Site, minimize interference with and inconvenience so the school activities and to comply with the FIRST PARTY procedures for health safety and environmental compliance and all other rules and regulations of the FIRST PARTY applicable to the Security Under Management and the provision of Security Services that have been notified to the _____
- 9.3 FIRST PARTY may nominate any official of the School the mech any of the staff provided by the service provider.

10. **Indemnities**

- 10.1 Subject to limits defined in insurance in Clause 9.1 the SECOND PARTY shall indemnify SECOND PARTY for and against all costs, claims, damages losses expenses to the extent that the same arise out of the failure of comply with its obligations under this Agreement and the negligence or wilful default of SECOND PARTY', its staff or agents.

11. **Insurance**

- 11.1 The SECOND PARTY shall during the Term of the Agreement hold valid certificates of insurance including Professional Indemnity, Commercial General Liability and Workmen Compensation as are reasonably required in the normal course of business in the insurance clause, it should be clarified that the 'FIRST PARTY shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury/death to any workmen or other person in the employment of the SECOND PARTY

12. **Assignment and Sub-Contracting**

- 12.1 This Agreement is not to be assigned or transferred by SECOND PARTY without the prior written consent of the FIRST PARTY Such consents shall not be unreasonably withheld but will adhere to standardization of the services provided both in terms to safety and quality.



13. Dispute Resolution

13.1 In case of any dispute regarding interpretation of the agreement between the school and the agency, the Chairman Managing Committee Army Public School Nehru Road Lucknow Cantt will be sole arbitrator and his decision will be binding on both the parties.

13.2 This Agreement contains the entire agreement between 'SECOND PARTY' and FIRST PARTY with respect to the subject matter hereof, superseding any previous oral or written agreements. In the event of any inconsistency between this Agreement and any other contract between 'SECOND PARTY' and FIRST PARTY the provisions of this Agreement shall prevail.

13.3 This Agreement and any of the schedules shall only be amended or modified by written Agreement of both the parties.

13.4 This Agreement has been executed in the English language only, and the English language shall be controlling in all respects. No translation of this Agreement into any other language shall be of any force and effect in the interpretation of this Agreement or in a determination of the intent of either party.

13.5 SECOND PARTY has briefed on all above points and have agreed.

For FIRST PARTY"

Signature

Name

Title

Witness No 1

For SECOND PARTY

Signature

Name

Title

Witness No 2

