

DELHI POLICE PUBLIC SCHOOL

B-4, Safdarjang Enclave, New Delhi-110029.

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NOTICE INVITING TENDERS FOR PROVIDING SECURITY SERVICES

Sealed tenders are invited under Two-Bid system, from reputed agencies, either by themselves or as a joint venture/consortium/partnership firms having capacity to provide Security Services with the suitable and uniformed trained manpower by the Delhi Police Public School at B-4, Safdarjung Enclave, New Delhi, for a period of 11 months on contract basis/outsourcing basis.

Last date for submission/receipt of tender(s) is 28.02.2017 at 11:00 a.m. and will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to remain present on the same day i.e. 28.02.2017 at 11.30 a.m. in the School of Delhi Police Public School at B-4, Safdarjung Enclave, New Delhi. The Financial Bids of the successful bidders in Technical Bid shall be opened on same day i.e. 28.02.2017 at 12.00 p.m.

Tender form and other details are also available on school web-site (www.delhipolicepublicschool.com) for downloading. For downloaded tender form, fee of Rs.500/- (Rupees Five Hundred only) in form of Bank Draft favoring Delhi Police Public School has to be enclosed with the Technical Bid, failing which the Tender will be rejected/disqualified.

In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. Tenders will be accepted only by hand. No tender by e-mail/Fax/speed post will be entertained.

Before submitting the quotations, bidder may also visit the school building to see the building, space etc.

Principal
Delhi Police Public School

OUTSOURCING OF SECURITY SERVICES

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

- 1.1 Tender are invited under Two-Bid system from reputed firms/agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide 01 Security Guard during the day hours + 04 Security Guards during evening/night hours for a period of 11 months to Delhi Police Public School on outsourcing basis given at Annexure - B), under which the contractor shall provide uniformed trained personnel and will use its best endeavors to provide Security Services in our Delhi Police Public School, B-4,Safdarjung Enclave, New Delhi. Instructions for submitting tender are enclosed at **Annexure –X.**

2. ELIGIBLE BIDDERS:-

- 2.1. All agencies/firms who have past experience in providing similar kind of services for at least three (3) consecutive years and having annual average turnover of Rs.10 lakhs during the last three financial years in the books of accounts. A documentary proof of past experience as well as of Annual Turnover should also be uploaded by the bidder in the technical bid.
- 2.2. The bidder should have the experience of completion of similar works in preceding three financial years in any of the Department / School / College / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies / Municipalities as follows:-
- (a) One similar completed works costing not less than Rs. 08 Lacs, Or
 - (b) Two similar completed works costing not less than Rs. 06 Lacs, Or
 - (c) Three similar completed work costing not less than Rs. 04 Lacs
- 2.3 Only Service Tax payer firms are eligible to bid for the Tender. The firm shall quote their Service Tax Registration No. in Technical bid and also provide documentary proof of having registered with Service Tax Deptt., for such services/trade. They shall also provide documentary proof of deposit of Service Tax upto 31.12.2016 or thereafter for such services/trade.

3. QUALIFICATION OF THE BIDDERS:-

- 3.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint venture.
- 3.2(a) Memorandum of Understanding shall be submitted in case the Bidder comprises of Joint venture/Consortium/Partnership.

- (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the Power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.
- (c) Details of the intended participation by each member shall be submitted with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under Income Tax Act.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.6. Each Bidder (each member in the case of partnership firm / joint venture / consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Delhi Police Public School subsequently finds to the contrary, the Delhi Police Public School reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Delhi Police Public School will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. AWARENESS TO OPERATIONAL CONDITIONS:-

The bidder is required to provide 01 No. Security Guard during the day hours + 04 Security Guards during the evening/night hours for Security work of our Delhi Police Public School, B-4, Safdarjung Enclave, New Delhi. It shall be deemed that the bidder is aware of the operational conditions prior to submission of the tender document.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

- 7.1.1. The Invitation Document has been prepared for the purpose of inviting for providing Security Services. The tender document comprises of:-
- (a) Notice of Invitation of Tender.
 - (b) Instructions to Bidders – (Chapter –I)
 - (c) Terms & Conditions of Contract (Chapter –II)
 - (d) Tender Form for Providing Outsourcing Security Services (Annexure – I)
 - (e) Scope of Work (Annexure-II)
 - (f) Check list for Pre-qualification Bid (Annexure-III)
 - (g) Check list for Technical Evaluation (Annexure-IV)
 - (h) Undertaking (Annexure-V)
 - (i) Form of Bank Guarantee for Bid Security (Annexure-VI)
 - (j) Form of Bank Guarantee for Performance Security (Annexure-VII)
 - (k) Form of Agreement (Annexure-VIII)
 - (l) Tender Acceptance Letter (Annexure-IX)
 - (m) Instructions to bidders for submitting tender (Annexure – X)
- 7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to submit all information's / documents required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text/conditions of the Tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT:-

- 7.2.1. The bidder shall check the pages of all documents of tender against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform Delhi Police Public School.
- 7.2.2. In case the bidder has any doubt about meaning of anything contained in the tender document, he/she shall seek clarification from Delhi Police Public School not later than two weeks before submitting bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Delhi Police Public School shall be carried out in writing.
- 7.2.3. Except for any such written clarification by Delhi Police Public School which is expressly stated to be an addendum to the tender document issued by the office of Delhi Police Public School no written or oral communication, presentation or explanation by any other employee of Delhi Police Public School shall be taken to bind or fetter the Police Foundation for Education, Delhi under the contract.
- 7.2.4. Tender issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8. PREPARATION AND SUBMISSION OF BIDS:-

8.1. Documents Comprising the Bid.

8.1.1 The application fee of **Rs. 500/- (Rupees Five Hundred only)** in the form of Account Payee Demand Draft / Pay Order / Banker's Cheque drawn in favour of Delhi Police Public School. Application shall be obtained from the School of Delhi Police Public School, B-4, Safdarjung Enclave, New Delhi. **The application fee is non-refundable.**

8.1.2 The contractor shall enclosed (**Earnest Money Deposit**) for an amount of **Rs. 10,000/- (Ten Thousand only)** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt/Bankers cheque from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form issued in favour of Delhi Police Public School along with the Tender document. **No tender will be accepted without requisite E.M.D.** No interest will be given on E.M.D. The EMD should be valid for Forty Five days beyond bid validity (i.e.180 days).

8.1.3 The Bid shall remain valid for six calendar months from the date of opening of the tender.

8.1.8. The Bidder (each member in case of joint venture/consortium/partnership firms) shall submit the details regarding total number of works, as stated in Clause 2.2, completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.

8.1.10 **Conditional bids/offers will be summarily rejected.**

8.2. BID PRICES:-

8.2.1. Bidder shall quote the rates of providing out services on **monthly basis** in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of Security Services at Delhi Police Public School building given at Annexure B. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities (like Minimum Wages, ESI, PF contributions, service charges, and all kinds of taxes etc.) which should be clearly stated by the contractor. Percentage (%) of taxes to be claimed shall be indicated clearly in the Commercial Bid, otherwise it will be presumed that quoted rates are inclusive of all taxes. "Nil" Service Charges of Agency (Column No. IX) will be considered as "Unresponsive" as per the instructions of Ministry of Finance. Moreover, negligible amount in terms of mathematical terminology claimed by the firms against agency service charges will also not be accepted. The decision of Purchase Committee shall be final in this regard and will not be open for discussion, at any cost. Therefore, the bidding firms are directed to quote their agency service charges (Column No. IX of Price Proforma) only in whole rupees to avoid any ambiguity. The L-1 bidder will be decided only in accordance with the amount to be mentioned in Column No. X of Price Proforma.

8.2.2 Quoted rates should conform the Minimum Wages rules/regulations of the GNCT of Delhi and Govt. of India. The rate should be in accordance with the provisions of minimum wages Labour Act, and other statutory provisions like Provident Fund Act, ESI, Leave etc.

- 8.2.3 Each firm will have to submit an undertaking that they will be bound to pay minimum wages as per Labour Act from time to time and payment of ESI & EPF contribution besides other statutory provisions.
- 8.2.4 The rates shall be quoted per day per person basis and others taxes/charges if any on the proforma at Annexure-“A”. The rates quoted shall be valid for a period of 11+ months from the date of signing of the agreement/contract.
- 8.2.5 The rate of minimum wages to be paid to the employees, EPF contribution, ESI contribution, taxes if any and other charge should be clearly mentioned in the price schedule failing which the quotation will be rejected straightway.

8.3. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be submitted.

8.4. Currencies of Bid and Payment

- 8.4.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.5. Duration of Contract

- 8.5.1 The contract shall be valid initially for **11 months** and Delhi Police Public School reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions till finalization of new contract.

8.6. BID SECURITY:-

- 8.6.1. The contractor shall submit Bid Security (Earnest Money Deposit) as mentioned in the clause 8.1.3.
- 8.6.2. Any Tender not accompanied by Bid Security shall be rejected.
- 8.6.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 8.6.4. Bid security (Earnest Money Deposit) of the successful bidder shall be returned on receipt of Performance Security by Delhi Police Public School and after signing the agreement.
- 8.6.5. Bid Security (Earnest Money Deposit) shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- 8.6.6. Bid Security (Earnest Money Deposit) shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by Delhi Police Public School.

8.6.7 The EMD/Bid Security will remain valid for a period of forty-five days (45 days) beyond the final bid validity period

8.7. Format and Signing of Bid:-

8.7.1. The bidder shall submit one copy of the Tender document and terms & conditions thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.7.2. The documents comprising the bid shall be typed or properly written and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid shall be signed by the person or persons signing the bid.

8.7.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by Delhi Police Public School, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids in two bid systems

9.1.1. The bidders are requested to provide legible documentary proof of the following documents with their technical bids. In the absence of any of these documents, the bid will be disqualified/cancelled straightway without any further clarification:-

(a) Bid Security (Earnest Money Deposit) for an amount of Rs. 10,000/- (Ten Thousand only) in the form of an Account Payee DD, Fixed Deposit Receipt / Bankers cheque from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Delhi Police Public School.

(b) Self attested copy of PAN No. card under Income Tax Act;

(c) Self attested copy of Service Tax Registration Number;

(d) Self attested copy of latest deposit slip of Service Tax.

(e) Self attested copy of Valid Registration No. of the Agency/Firm registered with the Department concerned regarding providing of manpower on outsourcing basis etc.

(f) Self attested copy of valid Provident Fund Registration Number;

(g) Self attested copy of valid ESI Registration Number;

(h) Self attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;

(i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet for the last 3 financial years.

(j) Proof of experience as stated in Clause 2.1, 2.2 supported by documents from the concerned organizations;

(k) Duly filled and signed Annexure - III, IV, V & IX.

(l) A list of owners and partners with their details like address, status in organization etc.

(m) An undertaking to the effect that the firm is neither blacklisted by any Govt. Deptt., or neither any other organization nor any Criminal case is registered against the firm or its owner or partner anywhere in India.

9.1.2. The tender shall remain valid and open for **acceptance for a period of six months from the last date of submission of tender.**

9.1.3. The sealed cover of Price Bid should contain i.e. Price Bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.

9.2 Late and Delayed Tenders

9.2.1. Bidder must submit their bid well in time i.e. on or before the last date/time of closing of bid. Late/delayed bids will not be entertained at all. The Delhi Police Public School may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of Delhi Police Public School and the Bidder will be the same.

10.1 Bid Opening and Evaluation

10.1.1. Purchase Committee so nominated will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions can be rejected by the Purchaser. The decision of Purchase Committee will be final in this regard.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids

10.2.1. Delhi Police Public School is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. Delhi Police Public School may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Department / organization / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

10.2.3. Delhi Police Public School may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract Agreement.

11.1 Award of Contract.

- 11.1.1 The competent authority will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.1.2. Delhi Police Public School will communicate the successful bidder by letter transmitted by Registered Post/ Speed Post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Offer”) shall prescribe the amount which Delhi Police Public School will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder will be required to execute a contract agreement in the form specified in Annexure-VIII within a period of 30 days from the date of issue of Letter of Offer.
- 11.1.4. The successful bidder shall be required to furnish a Performance Security within 07 (Seven) days of receipt of ‘Letter of Offer’ for 10% of the total contractual value in the form of an Account Payee DD, Fixed Deposit Receipt or Bank Guarantee from a commercial bank in an acceptable form (Annexure-VII) in favour of Delhi Police Public School. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly. The successful bidders shall also submit a Stamp Paper of Rs.100/- for agreement.
- 11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

12. General

- 12.1 The payment will be made depending upon the availability of funds and the agencies / contractor shall have no claim in case of delayed payment and no interest will be paid for the delay.
- 12.2 The purchase Committee reserves the right to relax any terms and conditions in the society interest with the approval of competent authority.
- 12.3 The Purchase Committee reserves the right to reject any tender or all tenders without assigning any reason.
- 12.4 The competent authority reserves the right to scrap/call off the tender at any stage on administrative grounds.
- 12.5 All the procedures for outsourcing of services laid down in GFRs & DPFs shall be adhered to strictly and the bidders are to be bound to respect the same.

Principal
Delhi Police Public School

TERMS AND CONDITIONS OF CONTRACT

1. The Security Services works are to be carried out as per norms/standards and in such manners that ensures secure environment in the School premises.
2. The manpower engages should be trained in providing security in the School building / premises.
3. It will be the sole responsibility of the contractor that the men engaged are trained and Delhi Police Public School will not be liable for any mishap, directly or indirectly.
4. The Security staff will be regularly checked by the concern I/c of School building or any person authorized by him.
 - (a) In case any of Security staff deployed under the contract is (are) absent, a penalty equal to double the wages of number of security staff absent on that particular day shall be levied by Delhi Police Public School and the same shall be deducted from the contractor's bills.
 - (b) In case any of Security staff deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 4(a) shall be levied.
 - (c) In case any complaint is received attributable to misconduct/misbehavior of Security staff, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned Security staff shall be removed from the system immediately.
5. Delhi Police Public School reserves the right to cancel or reject all or any of the tender without assigning any reason.
6. Any act on the part of the tenderer to influence anybody in Delhi Police Public School is liable to rejection of his tender.
7. Every employee so engaged by the contractor shall wear uniform and a badge wearing his name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
8. The contractor shall engage the **men** whose age should not be less than 21 years and not more than 45 years having minimum 3 years of work experience in Govt./Semi Govt. organizations/Private firms of standing repute of similar nature of work.
9. Security staffs must hold good working knowledge of their respective trade/job.
10. The duty hours for Security staff would be 08 hours daily. The rest as per rules would be given for Security staffs so that the work may not be affected. However keeping in view the exigency of work, they can be called on Sundays and Gazetted holidays. The staff engaged by the contractor shall be available all the time as per their duty roster and they

shall not leave their place of duty without the prior permission of the authorized officer of the Police Foundation for Education, Delhi.

11. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of his work and such other additional staff as may be required for additional area for which prior information have been given.
12. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in Delhi Police Public School and to the Labour Department.
13. The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Gratuity, Leave, etc. as may be applicable to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the security works, is required to be submitted to Delhi Police Public School. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, Delhi Police Public School is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor.
14. Delhi Police Public School shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
15. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
16. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to Delhi Police Public School and Delhi Police Public School shall ensure that the contractor complies with the provisions.
17. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of Delhi Police Public School. While raising the bill, the deployment particulars of the personnel engaged during each month, if any, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of Delhi Police Public School, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
18. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

19. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by Delhi Police Public School and shall not knowingly lend to any person or company any of the effects of Delhi Police Public School under its control.
20. The contractor shall be responsible to maintain all property and equipment of Delhi Police Public School entrusted to it. Any damage or loss caused by contractor's persons to Delhi Police Public School in whatever shape would be recovered from the contractor.
21. The contractor will not be held responsible for the damages/sabotage caused to the property of Delhi Police Public School / School due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
22. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for Delhi Police Public School.
23. Delhi Police Public School may direct the contractor, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to Delhi Police Public School.
24. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
25. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the school and school shall ensure that the contractor complies with the provisions.
26. Any damage or loss caused by contractor's person to the school in whatever form would be recovered from the contractor.
27. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
28. The contracting agency shall employ at least 33% manpower from the category of ex-servicemen not above the age of 55 years. The contractor shall provide proof of Ex-servicemen and school shall get it verified on its own. Security staff other than ex-servicemen shall be minimum 10th pass and training minimum if five days duration for providing security and fire fighting services.
29. The contractor shall get guards and supervisor screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to his effect for each personnel deployed. School will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

30. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationery for writing duty charts and registers at security check points and records keeping as per requirement.
31. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the school from the agency.

Force Majeure

32. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.
33. The contractor shall deploy his personnel only after obtaining Delhi Police Public School approval duly submitting curriculum vitae (CV) of these personnel. Delhi Police Public School shall be informed at least one week in advance and contractor shall be required to obtain Delhi Police Public School approval for all such changes along with their CVs.
34. "NOTICE TO PROCEED" means the notice issued by Delhi Police Public School to the contractor communicating the date on which the work/services under the contract are to be commenced.
35. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to Delhi Police Public School for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of Delhi Police Public School.
36. The contract period shall be **Eleven months** from the date of the commencement (as mentioned in Notice to Proceed), which may extend till the finalization of new contract with the approval of competent authority.
37. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to Delhi Police Public School shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
38. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, Delhi Police Public School may, failing

payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by Delhi Police Public School, Delhi from the contractor.

39. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by Delhi Police Public School, such money shall be deemed to be payable by the contractor to Delhi Police Public School within seven days. Delhi Police Public School shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
40. The bidder should be registered with the concerned authorities of Labour Delhi Police Public School under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act. (Wherever applicable).
41. Only physically fit personnel shall be deployed for duty by the contractor.
42. Delhi Police Public School **shall not be responsible for providing residential accommodation to any of the personnel of the contractor.**
43. Delhi Police Public School shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. Delhi Police Public School does not recognize any employee employer relationship with any of the workers of the contractor.
44. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by Delhi Police Public School.
45. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every three months.
46. The contractor will submit the bills alongwith proof of the depositing employee's contribution towards PF/ESI etc. direct to Delhi Police Public School for making payment to the firm. The payment will be made on monthly basis after due verifications of the bills by the concerned authority.
47. The contractor shall disburse the wages to its staff deployed with Delhi Police Public School every **month through Cheque** .
48. The outsourced persons (Security Staff) will have no claim with Delhi Police Public School for regular appointment.

OBLIGATION OF THE CONTRACTOR:-

49. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

50. Delhi Police Public School will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

Dispute Resolution:-

51. In case of any breach of contract or any differences, the firm can be called for negotiations on table to patch up the matter amicably. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.

JURISDICTION OF COURT:-

52. The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Principal
Delhi Police Public School

DELHI POLICE PUBLIC SCHOOL

B-4, Safdarjung Enclave, New Delhi-110029.

TENDER FORM FOR OUTSOURCING OF SECURITY STAFFS

1. Cost of tender : Rs _____
2. Due date for tender
3. Opening time and date of tender
4. Names, address of firm/Agency and Telephone numbers.
5. Registration No. of the Firm/Agency.
6. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with.
7. Please specify as to whether Tenderer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should Specified.
8. Copy of PAN card issued by Income Tax, Delhi and copy of previous three Financial Year's Income Tax Return.
9. Provident Fund Account No.
10. ESI Number
11. License number under Contract Labour (R&A) Act, if any.
12. Details of Application Fee Rs.500/-
13. Details of Bid Security/EMD deposited:
 - (a) Amount : Rs. _____
(Rupees in words also)
 - (b) FDR No. or DD No. or Bank Guarantee in favour of
 - (c) Date of issue :
 - (d) Name of issuing authority :
14. Any other information :
15. Declaration by the bidder :

Affix duly attested
P.P. Size recent
photograph of the
prospective bidder.

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

(Signature of the bidder)
Name and Address (with seal)

DELHI POLICE PUBLIC SCHOOL

B-4, Safdarjung Enclave, New Delhi-110029.

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall have to provide the security services in Delhi Police Public School, B-4, Safdarjung Enclave, New Delhi-110029. The estimated cost of tender Rs. _____ (Rupees _____).

The contractor shall ensure protection of the personnel & property of the School, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the school building.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The security guard will be responsible for overall security arrangement of the concerned Department covered in the contract.
2. Security guard will ensure that all the instruction of the administration is strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the school without proper Gate Pass issued by the Authorized Officer of the School.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract of authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the school will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Security Guards/Gunmen will be as per the instructions of the authorities of the Department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Guard will also take round of all the important and sensitive points of the premises as specified by the department.
9. Security personnel shall also ensure door keeping duties.

10. The security guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Department.
11. Entry of the Street-dogs and stray cattle's into the premises is to be prevented. It should be at once driven out.
12. The Security Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damages either by the staff or by the outsiders or by stray cattle's.
14. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fir or in any other natural calamities.
15. The emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Security Guards should be sensitized for their role in such situations.
16. The Security Guards are required to display mature behaviors, especially towards female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
18. Any other provisions as advised by the management may be incorporated in the agreement. The same shall also be binding on the contractor.

Principal
Delhi Police Public School

PRICE BID / FINANCIAL BID8**Description of work & Area covered/Unit****TOTAL PLOT AREA =2 ACRES (8093.72 Sq. Mts. / 87088 Sq. Ft)**

Frequency/Periodicity	(as per details at Annexure- II & III)
Details of Monthly amount Lump sum (in Rs.) (in figures)	
Estimated Men power (Min. 01 person during day hours + 04 persons during evening/night hours)	

Description of Financial Bid

S.No.	Description	Security Staff
1.	Basic 08 Hours rate for whole month except Sunday	
2.	EPF (13.61%) As per statutory provision	
3.	ESI (4.75%) As per statutory provision	
4.	Weekly off/Leave relief in lieu of Holidays/National Holidays (Subject to revision on Minimum Wages)	
5.	Uniform	
6.	Any other charges please specify	
7.	Total	
8.	Service Charges	
9.	Total	
10.	Grand Total	
11.	For 01 person during day hours + 04 persons during evening/night hours. Total amount all inclusive.	

Note:

1. The Security Guard will be considered under the un-skilled category. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide services to the School for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quotes will be per shift of eight hours per person per day. If the minimum wages is revised by the Govt. of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.

2. The calculation of wages per month will be equal to 26 days in a month as per the notification issued by labour department, whether it may be January or February or April.
3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
4. The contract is for 11 months.
5. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/then in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.
6. The Security Guard will be considered under un-skilled category.
7. The rates will be for per shift of eight hours per person per day. If the minimum wages is revised by the Govt. of India, the incremental wages, if applicable, will be provided.
8. No column should be left blank either amount is indicated or if it is not applicable, Nil be written with reasons.
 - (i) Bid with Nil service charges shall not be accepted. Reference para 8.2.1.
 - (ii) Wages, EPF, ESI quoted must meet the Govt. Norms / Labour Deptt.

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**CHECK-LIST FOR PRE-QUALIFICATION BID/TECHNICAL BID FOR
OUTSOURCING OF SECURITY STAFFS IN DELHI POLICE PUBLIC SCHOOL**

Sl. No.	Documents asked for	Page number at which document is placed
1.	Application fee of Rs. 500/-	
2.	Bid Security (EMD) of Rs. 10,000/- (Rupees ten thousand only) in the form of FDR/DD/Banker Cheque/Bank Guarantee issued by any scheduled commercial bank in favour of Delhi Police Public School valid for 45 days beyond the Tender validity period of six months.	
4.	Undertaking on a Stamp paper of Rs. 100/- (Rupees one hundred only) as per format prescribed in Annexure-V).	
5.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
6.	Self attested copy of Service Tax Registration No.	
7.	Self attested copy of latest Service Tax deposit slip.	
8.	Self attested copy of valid Registration number of the firm/agency registered with the concerned Delhi Police Public School for providing of manpower on outsourcing basis etc.	
9.	Self attested copy of valid Provident Fund Registration number.	
10.	Self attested copy of valid ESI Registration No.	
11.	Self attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
12.	Proof of experiences of last three financial years as specified in clause 2.1 & 2.2 of the tender along with satisfactory performance certificates from the concerned employers.	
13.	Annual returns of previous three years supported by audited balance sheet.	
14.	A list of owners and partners with their details like address, status in organization etc.	
15.	An undertaking to the effect that the firm is neither blacklisted by any organization (private as well as Govt. Department) nor any Criminal case is registered against the firm or its owner or partner anywhere in India.	
16.	Any other documents, if required.	

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

DELHI POLICE PUBLIC SCHOOL

B-4, Safdarjung Enclave, New Delhi-110029.

Checklist for Technical Evaluation

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Lakhs)		
2.	Manpower (Security staff on roll)		
3.	Experience of Outsourcing of Security Services (in years)		
4.	Volume of work done during last three financial years as specified in clause 2.2 of the NIT.		
5.	Single work of more than Rs. _____ during last three years.		

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

Signature of the Bidder _____

Name & Address of the Bidder _____

Telephone No. _____

DELHI POLICE PUBLIC SCHOOL

B-4, Safdarjung Enclave, New Delhi-110029.

(TO BE TYPED ON A LETTER HEAD OF THE CONTRACTED FIRM)

UNDERTAKING

To

(Designation and Name of the concerned Delhi Police Public School)

Name of the firm/Agency _____

Name of the tender for outsourcing of Security staffs Due date: _____

Sir,

I/We hereby agree to abide by all terms and conditions laid down in tender document.

1. This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
2. I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI , Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
3. I / We shall provide trained Security staffs.
4. I / We do hereby undertake that provide security staffs for maintaining secure environment in the School and shall be ensured by our Agency, as well as any other point considered by our Agency. Our Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. _____ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
5. I/We do hereby undertake that no agent, middleman or any intermediary has been or will be engaged to provide any services or any other item or work related to the award and performance of this contract. Besides no agency commission or any payment which may be construed as an agency commission will be paid and that the Tender Price will not include any such amount (Clause 3.6 of Chapter-I)
6. I/we do hereby undertake that the antecedents of the staff deployed shall be got verified from local police authority before detailing for duties (Clause 17 chapter –II).

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

DELHI POLICE PUBLIC SCHOOL

B-4, Safdarjung Enclave, New Delhi-110029.

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 8.1.3 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (Name of the Delhi Police Public School) (hereinafter called "Delhi Police Public School") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Security staff on outsourcing basis (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

- a) That Delhi Police Public School may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- b) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
- c) That this guarantee commences from the date hereof and shall remain in force till:-
 - a. The Bidder, in case the bid is accepted by Delhi Police Public School executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
- a) That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid;
or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para 11.1.3 in Chapter-1 of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to Delhi Police Public School upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii) (a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

(Stamp/Seal of Bank)

Name of Witness

Address of Witness

DELHI POLICE PUBLIC SCHOOL

B-4, Safdarjung Enclave, New Delhi-110029.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and _____ (Name of Delhi Police Public School) (hereinafter called the “Delhi Police Public School”) of the other part.
2. WHEREAS _____ (Name of the Delhi Police Public School) has awarded the contract for outsourcing of Security staffs contract for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “contractor”).
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to Delhi Police Public School a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee Delhi Police Public School the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with Delhi Police Public School, the Bank is engaged to pay Delhi Police Public School, any amount up to and inclusive of the aforementioned full amount upon written order from Delhi Police Public School to indemnify Delhi Police Public School for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by Delhi Police Public School immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to Delhi Police Public School any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if Delhi Police Public School agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by Delhi Police Public School and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of Delhi Police Public School in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by Delhi Police Public School for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "Delhi Police Public School", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____
 Designation _____
 I.D. No. _____
 Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____
 Name _____
 Address _____

Witness-2.

Signature _____
 Name _____
 Address _____

DELHI POLICE PUBLIC SCHOOL

B-4, Safdarjung Enclave, New Delhi-110029.

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____day____ (Month)____ (Year).
Between the President of India through the _____
(Name and address of Delhi Police Public School) hereinafter called “Delhi Police Public School”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri. _____, the authorized representative (hereinafter called “the contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavors for Security in the Delhi Police Public School, B-4, Safdarjang Enclave premise .

NOW THIS AGREEMENT WITNESSED as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a) Letter of acceptance of award of contract;
 - b) Instructions to bidders
 - c) Terms and Conditions;
 - d) Notice inviting Tender;
 - e) Bill of Quantities;
 - f) Scope of work;
 - g) Addendums, if any;
 - h) Any other documents forming part of the contract.
3. In consideration of the payments to be made by Delhi Police Public School to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the / Security services w.e.f. _____ as per the provisions of this Agreement and the tender documents.

4. Delhi Police Public School reserves the right to curtail or to extend the validity of contract/agreement on the same rates and terms and conditions till finalization of new contract.
7. Delhi Police Public School hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____ (_____ Rupees in words) per Security staff per day (revised time to time in accordance with ordinance issued on the subject by the statutory agencies/authorities).
8. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.
9. The contractor will submit the bills alongwith proof of the depositing employees contribution towards PF/ESI etc. direct to the of concerned District under which the concerned Police Stations falls, in respect of manpower provided for 29 Police Stations (as mentioned at Annexure – B), duly verified by the user alongwith satisfactory report and other relevant documents for making payment to the firm. The payment will be made on monthly basis after due verification of the bills from the concerned authority.
10. That it is expressly understood and agreed between the parties to this agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer between the said persons and the school shall accrue/arise implicitly or explicitly.
11. That on taking over the responsibility of providing Contractors Workers, the contractor shall formulate the mechanism and duty assignment in consultation with Principal Delhi Police Public School or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise the Principal for further streamlining the system. The contractor shall further be bound be and carry out the directions/instructions given to him by the Principal in this respect from time to time.
12. That the Principal Delhi Police Public School or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
13. That in case of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges un any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Principal Delhi police Public School. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Principal, Delhi Police Public School, in case of any of the aforesaid acts on the part of the said person.
14. That the requirement of Security Staff or posts identified is subject to change. The Principal shall be under no obligation to hire a particular number of guards.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the President of India

Signature of the authorized official

Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
_____ Name
on behalf of the Contractor in
the presence of:

By the said
_____ Name
on behalf of the Employer in
the presence of:

Witness _____
Name _____
Address _____

Telephone No: _____

Witness _____
Name _____
Address _____

Telephone No: _____

TENDER ACCEPTANCE LETTER

**(To be given on Company Letter Head)
(Enclose with Technical Bid)**

Date: _____

To

The General Secretary,
Police Foundation for Education, Delhi
B-4,Safdarjang Enclave,
New Delhi-110029.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

**TENDER FOR SECURITY SERVICES OF 05 NOS. SECURITY STAFFS FOR
PROVIDING SECURITY SERVICES IN DELHI POLICE PUBLIC SCHOOL,B-4,
SAFDARJANG ENCLACE, NEW DELHI**

Dear Sir,

1. I / We have obtained the tender document(s) for the above mentioned 'Tender / Work' from the school _____ as per your speed post.
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Delhi Police Public School/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your Delhi Police Public School/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

INSTRUCTIONS FOR BID SUBMISSION

As per the directives of Delhi Police Public School, this tender document has been sent by hand. The instructions given below are meant to assist the bidders in registering the tender form.

REGISTRATION

- i) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication.

PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please take note of the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents.

SUBMISSION OF BIDS

- i) Bidder will be responsible for any delay due to other issues.
Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- ii) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

ASSISTANCE TO BIDDERS

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to Delhi Police Public School.
- ii) Any queries relating to the bid submission may be contact number for Delhi Police Public School Office no.011-26177094.
