

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF EDUCATION: CARETAKING BRANCH
ROOM NO. 9-A OLD SECTT., DELHI-54 TEL.23890300**

No. F.10(34)/CTB/Security/10-11/303

Dated : 24/6/11

CIRCULAR

Sub: Deployment of Security Guards in Offices, Schools, Swimming Pools & Stadia of Dte. of Education.

Reference this office circular no. 625 dated 10/09/2010 vide which the contract for providing Security services in schools/stadia/offices of Directorate of Education of the Directorate of Education, GNCT of Delhi has been awarded to the following nine firms. The rate per security guards is Rs. 10257/- per month (including minimum wages, ESI/PF, relieving charges and all taxes etc.). The agencies will provide three guards in each school for eight hours duty in three shift alongwith the reliever as per Labour Department guidelines. The payments will be made at HOS/DDO level and budget will be allotted by the Budget Branch, Old Sectt., Delhi. The contract is upto 15/09/2011 A.N. In case of any difficulty the agencies can be contacted on their Contact Numbers :

S.No.	Name of Agency	Contact Person	Contact Number
1.	M/s Top Edge Security & Services Pvt. Ltd.,	Col. S.C. Sharma (Retd.)	9873934656, 9873090635
2.	M/s Advnace Services Pvt. Ltd.,	Mr. Pradeep Kumar Sharma	9312409932
3.	M/s Rakshak Securities Pvt. Ltd..	Mr. Vinay Singh	9818662052
4.	M/s Gaurav Enterprises,	Mr. Jitender Sabharwal	9213821469
5.	M/s N.K. Securities,	Lt. Col. N.K. Anand (Retd.)	9818508222
6.	M/s Eagle Hunter Solution Ltd.,	Mr. Santosh Rai	9958897316, 9910446998
7.	M/s Gorkha Securities Services,	Mr. M.S. Negi	9213626104
8.	M/s Keshav Securities,	Mr. D.K. Sharma	011 26960047, 9810080249
9.	M/s Sarvesh Security Service Pvt.Ltd.,	Col. S.N.P. Singh (Retd.)	9313229067, 011 22779213

The terms and condition of the tender is as under :

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.
2. 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 Security personnel engaged by him for works. It will be the responsibility of the contractor to provide

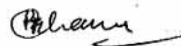
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details of manpower deployed by him, in the Department and to the Labour department & E.S.I.

3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by **concerned authorities** against which the PF & ESI subscription, deducted from the payment of the personnel engaged and employer's **specified** amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC & ESI with an advice to RPFC & ESI duly furnishing particulars of personnel engaged for the Department.
4. 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 department and department shall ensure that the contractor complies with the provisions.
5. 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 the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to given an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.
9. 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 the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the agency.



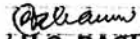
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Department shall have the right, within reason, 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 the Department.
16. The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.
17. The contractor will not be held responsible for the damages/sabotage caused to the property of the Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
18. The contractor will deploy supervisors as per the need given by the Department. The supervisor shall be required to work as per the instructions of Department.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the Department. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/Attendants and should project an image of utmost discipline. The Department shall have right to have any person moved in case of patient/staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
21. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Department for double duty, if any.
22. The personnel will have to report to the Department's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department.
23. (i) 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 the Department.
(ii) **The Contractor shall make all its records relating to the contract available to the department whenever required for inspection, audit or for disposition of any complaint.**
(iii) **The contractor shall maintain separate challans exclusively for Education, Delhi Department with regard to the deposits of ESI, PF, Service Tax etc. so as to verify that the Govt. share alongwith the employees share as claimed from the Department has been deposited with the concerned authorities. No claim of the agency will be entertained if not accompanied by such statutory challans.**
24. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the



- documentary proof jointly signed by the representative of the Department/Schools/Stadiums and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.
25. In case any drug addict, drunkard or person with delinquent behavior is found to be deployed by the Contractor, the same to be replaced at earliest and not later than three days w.e.f. the date it is brought to notice of Contractor either orally or in writing by Department Officials.
26. Any damage or loss caused by contractor's persons to the Department in whatever from would be recovered from the contractor.
27. The Department will give basic training/familiarization of the Security and door keeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
28. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.
- (b) In case any of contractor's personnel 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 27(a) shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, 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 contractor's personnel shall be removed from the Department system immediately.
- a. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:-
- i) 20% of cost of order/agreement per week, upto four weeks delays.
 - ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
 - iii) ***In the event of failure to observe the statutory obligations e.g. ESI,PF, Service Tax etc. during the currency of the contract a penalty of 10% of the claim will be deducted from the next bill of the contractor and further if it recurs for the second time in addition the EMD may be forfeited.***
29. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.

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30. 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.
31. The contractor shall deploy his personnel only after obtaining the Department approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.


(V.C. PACHAURI)
ASSTT. DIRECTOR OF EDN. (CTB)
Ph. 23890300, Mob.No. 9818821244

No. F.10(34)/CTB/Security/10-11/307

Dated 24/6/11

Copy to :

- 1) PS to Pr. Secy. (Edn), Dte. of Education
- 2) PA to DE/ Spl. DE / Addl. DEs/JDEs/, Dte. of Education
- 3) DCA, Dte. of Education.
- 4) Accounts Officer (Budget), HQ, Dte. of Education with the request to release the Budget to concerned HOS
- 5) All HOS/DDOs, Dte. of Education where the security guards were deployed.
- 6) All PAOs concerned.
- 7) OS (IT) with the request to upload the same on the web site of this Directorate.
- 8) All Nine Security Agencies whose given award of contract.
- 9) Guard File.


(V.C. PACHAURI)
ASSTT. DIRECTOR OF EDN. (CTB)