

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF EDUCATION : CARE TAKING BRANCH
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No.F. 10(34)/CTB/Sec. 1 882

Dated:- 27/12/11

Circular

Sub:- Penal Provisions under Terms & Conditions of the Security Tender for not providing satisfactory services.

Private Security services have been provided through 14 agencies in Govt. Schools/Offices/Stadia where regular Govt. chowkidars are not posted/available. There have been complaints regarding unsatisfactory security services being provided by the concerned agencies in the schools.

In case of Unsatisfactory services i.e. theft/damage to school properties, absence of guard from the duty, prolong hours of duty of guard, misconduct by the guard etc., all HOS concerned are hereby directed to take action against the concerned agency as per Terms & Condition of the tender which are available on the website of Directorate of Education on the link Security & Sanitation

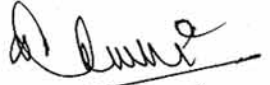
However the relevant points of Terms & Conditions of the tender to deal with such problems are being reiterated below.

1. 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 be claimed 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.
2. 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.
3. The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.
4. 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.
5. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200hrs. 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.
6. 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.
7. (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 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 7(a) shall be levied.
(c) In case any public complaint is received attributable to misconduct/misbehaviour 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.

Delaware

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.
8. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.



(S.K. BHANDARI)

SPL. DIRECTOR OF EDUCATION

Copy for information to:-

1. P.S to Pr. Secretary Education.
2. P.S to Director of Education.
3. P.A to Special Director of Education.
4. OS (IT) with request to upload the same on website.



(V.C. Pachauri)

Asstt. Director of Education (CTB)