

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

No.F. 10(34)/C.TB) Sec/885

Dated:- 27-12-2011

Circular

Sub:- Penal Provisions under Terms & Conditions of the Tender to deal with unsatisfactory Housekeeping and Sanitation services.

Directorate of Education has provided Private **Housekeeping and Sanitation** services in Govt. Schools / HQ Office premises where regular Safai Karamchari are not available/posted.

During the visit of schools by Worthy DE, poor sanitation conditions were noticed in the schools. Director of Education has expressed concern in this regard.

All HOS 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 and Sanitation.

However the relevant points of Terms & Conditions of the tender to deal poor sanitation services being provided by agencies are being reiterated below.

1. All the consumables and disposables required for cleaning and housekeeping are to be procured by the contractor. All consumables and disposables should be eco-friendly.
 2. Mechanized equipments, wherever required, will be procured by the contractor.
 3. The cleanliness will be periodically checked by the HOS or any person authorized by him based on certain objective criteria which are decided to measure level of cleanliness and the contractor has to abide by those criteria. These are as follows:
 - (i) Presence of dust, pan and gutkha stains, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;
 - (ii) Dust or cobwebs etc. on roof, window grills etc.;
 - (iii) Dirt marks, odour in Wash-basin, Stains on WC Seats, floors etc. in toilets/bathrooms.
 - (iv) Presence of garbage in play ground/assembly ground
- (a) A substitute has to be provided by the contractor otherwise penalty equal to double the wages of number of staff absent on that particular day shall be levied & same shall be deducted from contractor's bills.
- (b) In case any 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 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, Principal Employer reserves the right to impose the penalty as detailed below:-
1. 20% of cost of order/agreement per week, upto four weeks delays.
 2. After four weeks delay the Department may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period

of four years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

4. Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
5. The contractor shall engage the men/women whose age shall be between 18-50 years preferably woman shall be engaged in a Girls School.
6. The Department 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.
7. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
8. The contractor and its staff shall take proper and reasonable precautions to prevent 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.
9. 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 contractor.
10. The Department 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 the Department.

If even after issuing show cause notice and imposing penalty, the agency does not improve the sanitation services the case file with copies of show cause notices & penal action taken by concerned HOS may be sent to Caretaking Branch, HQ for taking further action.


(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. OSC(17) with the request to upload the same link for security as website of dti/education.


(V.C. Pachauri)

Asstt. Director of Education (CTB)