GOVT.OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF EDUCATION: OLD SECRETARIAT, DELHI-110054
(CARE TAKING BRANCH)

F.10(34)/CTB/SEC/Part /2016/ 494 **Dated:-** 31/7/17

ORDER

This has reference to the acceptance of offer of providing outsourced service for Security Services in Govt. Schools, stadia & offices in **Cluster – C in response to this department e-tender No.2015_DE_75441_1 dated: 12.01.2015** and on submission of the Performance Guarantee amounting to **Rs. 5.00 crore (Rupees Five Crore only)** and on submitting an **Agreement** accepting therein to agree the terms and conditions stipulated by the Department on the referred tender, **M/s. Orion Security & Solutions Pvt. Ltd.** is hereby directed to deploy the Security Guards in various Govt. Schools, Stadia & field offices under Directorate of Education, falling in **Cluster – C** for a period of two (02) years with effect from **01/08/2017**.

M/s Orion Security & Solutions Pvt. Ltd is directed to provide the EPF & ESIC number allotted to each workers deployed by them for the Security services and copy of the Identity Cards/Smart Card issued by the firm to each employees along with the details of the workers may be furnished within Seven Days of receipt of this Order.

The firm should ensure the payment of minimum wages including D.A to the workers under their employment under the Payment of Minimum Wages Act, 1948 revised from time to time and also ensure the proper deposit of deduction made from their wages to the ESIC and EPF account on time. The firm should also ensure that the payment is made through Electronic Clearing System so as to reach the workers by 07th day of every month. All other statutory benefits as introduced by Government time to time should be followed strictly.

The agency shall adhere to comply with the terms & conditions i.e. General Condition of contract, Special Condition of contract & Service Labels, Scope of Service etc as mentioned in the tender documents. Further, failure of the agency to comply with the requirements of above clauses shall constitute sufficient grounds of the annulment of the award and forfeiture of Performance Guarantee.

This issues with prior approval of the Competent Authority.

31/7/17

(RAVINDER KUMAR)
OSD (C.T.B)

To

M/S Orion Security Solutions Pvt Ltd
5E, Ist Floor, Jhungi House, Street No. 5,
Near BSES Power Station, Shahpur Jat,
New Delhi 110049

Encl. : List of all designated locations under Cluster-'C'

F.10(34)/CTB/SEC/Part /2016/ 494 **Dated:-** 31/7/17

Copy forwarded for information to:

1 PS to Secretary (Education),
2 PS to Director (Education).
3 Controller of Accounts, Principal Accounts Office, A-Block, Vikas Bhawan.
4 Controller of Accounts, Dte. Of Education, GNCTD.
5 A.O. (Budget).
6 All DDEs/HOSs/Branch Incharge under Dte. of Education, GNCTD
7 O.S. (IT), with request to upload this Order on Education website.
8 Guard File.

(K. PADMANABHAN)
SUPERINTENDENT (CTB)

CLUSTER : C

S.No.	Zone	Building ID	SCH.I.D.		SCHOOL NAME	Boys/Girls/ Co-ed	TOTAL GUARDS TO BE DEPLOYED
1	zone-07	12071135	1207004		Nehru Vihar-SKV	Girls	4
2	zone-07	12071250	1207005	1207255	Jagat Pur-SV(Mahavir Singh)	Co-ed	4
3	zone-07	12071130	1207008		Shankaracharya Marg,Shahed Bhai Bal Mukand-SV	Co-ed	4
4	zone-07	12071554	1207011		Shakti Nagar, No.3-S(Co-ed)SSS	Co-ed	4
5	zone-07	12071659	1207012		Timar Pur-SBV	Boys	4
6	zone-07	12071024	1207013		Roop Nagar,RSV NO-4	Co-ed	2
7	zone-07	12071534	1207014		Gokhle Marg-SBV	Boys	4
8	zone-07	12071110	1207015		Roshanara Road-SBV	Boys	3
9	zone-07	12071306	1207016		Roop Nagar, No.2-GBSSS	Boys	2
10	zone-07	12071204	1207022		Mori Gate, No.1-SBV	Boys	2
11	zone-07	12071067	1207027		Kamla Nagar, E-Block, GBSS	Boys	3
12	zone-07	12071609	1207032	1207114	Lancer Road-SV	Co-ed	2
13	zone-07	12071310	1207033		Sabzi Mandi, Kedar Building, Amar Shaheed Matadeen Lodha-SKV	Girls	2
14	zone-07	12071042	1207034		Timar Pur-SKV	Girls	3
15	zone-07	12071322	1207035		Malka Ganj-SKV	Girls	3
16	zone-07	12071583	1207036	1207009	Burari-SKV	Girls	4
17	zone-07	12071686	1207037	1207019	Shakti Nagar, No.1-SKV	Girls	6
18	zone-07	12071701	1207038		Shakti Nagar, No.2-GGSSS	Girls	2
19	zone-07	12071699	1207039	1207017	Roop Nagar, No.1-GGSSS	Girls	4
20	zone-07	12071251	1207041		Roop Nagar, No.3-GGSSS	Girls	4
21	zone-07	12071009	1207042		Chabi Ganj, Kashmiri Gate-GGSSS	Girls	2
22	zone-07	12071206	1207043		Nicholson Road-GGSSS	Girls	4
23	zone-07	12071291	1207107		Sham Nath Marg,Shaheed Amir Chand-SV	Co-ed	4
24	zone-07	12071326	1207108		Raj Niwas Marg, RPVV	Co-ed	4

25	zone-07	12071563	1207111	1207110	Nathupura-GGSSS	Girls	7
26	zone-07	12071259	1207112	1207109	Magazine Road-SKV	Girls	6
27	zone-07	12071567	1207113		Civil Lines, RPVV	Co-ed	4
28	zone-07	12071752	1207117	1207116	Burari-GGSS	Girls	6
29	zone-07	12071798	1207230	1207236	Mukund Pur Village - GGMS	Girls	6
30	zone-08	12081047	1208002		Qutab Road-SBV	Boys	3
31	zone-08	12081029	1208010		Model Basti-GBMS	Boys	3
32	zone-08	12081530	1208011		Chandni Chowk-G(Co-ed)SS	Co-ed	4
33	zone-08	12081216	1208013	1208001	Gulabi Bagh-SKV	Girls	3
34	zone-08	12081700	1208014	1208232	Partap Nagar-S(Co-ed)Sr.Sec.School	Co-ed	4
35	zone-08	12081303	1208015	1208004	Sarai Rohilla-SKV	Girls	3
36	zone-08	12081370	1208016		Idgah Road-SKV	Girls	4
37	zone-08	12081091	1208017		Chandni Chowk, Diwan Hall, SKV	Girls	4
38	zone-08	12081450	1208018	1208006	Padam Nagar-SKV	Girls	7
39	zone-08	12081244	1208021	1208219	Tulsi Nagar-GGSSS	Girls	5
40	zone-08	12081529	1208023		Kinari Bazar, Gali Barf Wali-GGSSS	Girls	4
41	zone-08	12081092	1208025		Pul Bangash-SKV	Girls	4
42	zone-08	12081118	1208027		Quresh Nagar, GGSSS	Girls	4
43	zone-08	12081175	1208029		Idgah Road-GGSS	Girls	3
44	zone-08	12081720	1208030		Deputy Gunj-GGSS	Girls	4
45	zone-08	12081233	1208090		Inder Lok-SKV	Girls	3
46	zone-08	12081237	1208091		Naya Bazar,Sushila Mohan Marg-(Co-ed)Sec. School	Co-ed	3
47	zone-08	12081631	1208092		Kishan Ganj-RPVV	Co-ed	4
48	zone-08	12081678	1208095		Shastri Nagar-SKV	Girls	5
49	zone-08	12081888	1208229		Shastri Nagar, Lalita Block - SBV	Boys	3
50	zone-14	15141271	1514005		Tilak Nagar, No.1-SBV	Boys	4
51	zone-14	15141585	1514006		Tilak Nagar, No.2-SBV	Boys	4
52	zone-14	15141189	1514008		Janakpuri, Block B, No.2-SBV (Shaheed Capt. Anuj Nayyar)	Boys	4
53	zone-14	15141239	1514011		Chand Nagar, No.1-SKV	Girls	5
54	zone-14	15141305	1514012	1514003	Khyala, No.1-GGSSS	Girls	6
55	zone-14	15141187	1514013	1514004	Khyala, No.2-SKV	Girls	8
56	zone-14	15141490	1514014		Tilak Nagar, No.1-GGSSS	Girls	4
57	zone-14	15141713	1514016		Tilak Nagar, No.3-SKV	Girls	4
58	zone-14	15141495	1514017		Vikas Puri, Distt. Centre-SKV	Girls	2

59	zone-14	15141275	1514018		Ashok Nagar-GGSSS	Girls	4
60	zone-14	15141556	1514019		Janakpuri, Block B SKV	Girls	2
61	zone-14	15141677	1514021		Hari Nagar, Clock Tower-SV	Co-ed	2
62	zone-14	15141375	1514022		Hari Nagar, Block-L S(Co-ed)V	Co-ed	2
63	zone-14	15141073	1514023		Hari Nagar, Block BE-RPVV	Co-ed	4
64	zone-14	15141485	1514110		Chand Nagar-SBV	Boys	3
65	zone-14	15141762	1514112		Hari Nagar,Clock Tower,Site-2-GBSSS	Boys	4
66	zone-15	15151094	1515001		Jaidev Park-SV	Co-ed	4
67	zone-15	15151230	1515002		Ashok Nagar-SBV	Boys	4
68	zone-15	15151122	1515003		Subhash Nagar-SBV	Boys	3
69	zone-15	15151033	1515004		East Punjabi Bagh-SV	Co-ed	4
70	zone-15	15151314	1515006	1515021	Rajouri Garden Extn.-GBSSS	Boys	7
71	zone-15	15151256	1515010		Punjabi Bagh, No.1-GBSSS	Boys	3
72	zone-15	15151168	1515018		Rajouri Garden Extn., GBSSS	Boys	3
73	zone-15	15151199	1515019		Raghubir Nagar, J.J. Colony-G(Co-ed)SS	Co-ed	4
74	zone-15	15151044	1515022	1515005	Rajouri Garden Main-SKV	Girls	4
75	zone-15	15151719	1515023		Punjabi Bagh, No.2-SKV	Girls	4
76	zone-15	15151065	1515024		Madipur, No.2-SKV	Girls	5
77	zone-15	15151164	1515025		Tagore Garden, No.2-SKV	Girls	4
78	zone-15	15151714	1515026		Tagore Garden, No.1-GGSSS	Girls	4
79	zone-15	15151143	1515028	1515007	Madipur, No.1-GGSSS	Girls	6
80	zone-15	15151249	1515029		Subhash Nagar, No.1-GGSSS	Girls	4
81	zone-15	15151349	1515030	1515017	Raghubir Nagar, J.J. Colony-GGSS	Girls	7
82	zone-15	15151192	1515139		Tagore Garden-GBSSS	Boys	3
83	zone-16	15161277	1516002		Ramesh Nagar-SBV	Boys	4
84	zone-16	15161437	1516003		Mansarovar Garden-SV	Co-ed	5
85	zone-16	15161214	1516010		Moti Nagar SBV	Boys	4
86	zone-16	15161403	1516011		Shadi Khampur-GBSSS	Boys	4
87	zone-16	15161666	1516017		Saraswati Garden-G(Co-ed)SS	Co-ed	4
88	zone-16	15161707	1516018		Moti Nagar SKV	Girls	4
89	zone-16	15161076	1516019		Basai Darapur-SKV	Girls	5
90	zone-16	15161506	1516021		Ranjit Nagar-SKV	Girls	5
91	zone-16	15161391	1516022		Shadi Khampur-SKV	Girls	5
92	zone-16	15161341	1516025		Kirti Nagar-GGSSS	Girls	4

93	zone-16	15161127	1516027		Ramesh Nagar-SKV	Girls	4
94	zone-16	15161162	1516030	1516013	Prem Nagar-GGSSS	Girls	8
95	zone-16	15161234	1516068		Karampura, Industrial Area-G(Co-ed)SSS	Co-ed	2
96	zone-16	15161402	1516104		Karampura, Block H- G(Co-ed) Sarvodaya Vidyalaya	Co-ed	4
97	zone-16	15161653	1516140		West Patel Nagar-GBSSS	Boys	5
98	zone-16	15161445	1516141		West Patel Nagar-GGSSS	Girls	3
99	zone-16	15161274	1516142		West Patel Nagar-SKV	Girls	4
100	zone-16	15161272	1516143		West Patel Nagar-SBV	Boys	5
101	zone-17	16171590	1617001		Tikri Kalan-GBSS	Boys	3
102	zone-17	16171027	1617003		Paschim Vihar, A 2-SV(Co-ed)	Co-ed	4
103	zone-17	16171184	1617004	1617024	Nangloi, Kavita Colony-G(Co-ed)SSS	Co-ed	3
104	zone-17	16171468	1617005	1617227	Ranhaula-SKV	Girls	3
105	zone-17	16171227	1617006		Hiran Kudna-SV(Co-ed)	Co-ed	4
106	zone-17	16171413	1617007		New Multan Nagar-SV(Co-ed)	Co-ed	4
107	zone-17	16171133	1617008		Paschim Vihar, B 4-SV(Co-ed)	Co-ed	3
108	zone-17	16171499	1617009		Paschim Vihar, A 6-RPVV	Co-ed	3
109	zone-17	16171423	1617010	1617002	Nangloi-SKV	Girls	4
110	zone-17	16171430	1617011		Paschim Vihar, B 3-SKV	Girls	4
111	zone-17	16171174	1617012		Tikri Kalan-SKV	Girls	4
112	zone-17	16171441	1617013	1617017	Nangloi, Sultanpuri Road-SKV	Girls	6
113	zone-17	16171462	1617014	1617018	Mundka Village-SKV	Girls	6
114	zone-17	16171491	1617015		Amalwas, Jawalapuri-GBSSS	Boys	4
115	zone-17	16171340	1617021		Nangloi-GGSSS	Girls	4
116	zone-17	16171365	1617026	1617219	Nilothi-SKV	Girls	7
117	zone-17	16171466	1617027	1617025	Punjabi Basti-G(Co-ed)SSS	Co-ed	7
118	zone-17	16171071	1617028	1617254	Peera Garhi Village-Govt. Sarvodaya (Co-ed) Vidhyalaya	Co-ed	4
119	zone-17	16171072	1617029		Bakkarwala-G(Co-ed)SSS	Co-ed	4
120	zone-17	16171595	1617030		Baprola-G(Co-ed)SSS	Co-ed	3
121	zone-17	16171359	1617032		Paschim Vihar, A 6-G(Co-ed)SSS	Co-ed	4
122	zone-17	16171334	1617033	1617019	Ambika Vihar-GGSSS	Girls	7
123	zone-17	16171279	1617035		Nangloi, J.J. Colony-GGSSS	Girls	6
124	zone-17	16171582	1617036		Amalwas, Jawalapuri-SKV	Girls	4
125	zone-17	16171240	1617137	1617137	Paschim Vihar, B 3-G(Co-ed)SSS	Co-ed	4
126	zone-17	16171740	1617211	1617255	Baprola Vihar-G(Co-ed)SS	Co-ed	3

127	zone-17	16171745	1617214		Kunwar Singh Nagar,Ranhaula G(Co-ed)SS	Co-ed	4
128	zone-17	16171846	1617222		Govt. Sarvodaya Kanya Vidyalaya, Shiv Ram Park, Nangloi	Girls	3
129	zone-17	16171847	1617223		Govt. Sarvodaya Bal Vidyalaya,Nihal Vihar, Nangloi	Boys	3
130	zone-18	16181685	1618002		Vikas Puri,Block A-SBV	Boys	5
131	zone-18	16181039	1618003		Janakpuri, Possangipur B1-SV(Co-ed)	Co-ed	2
132	zone-18	16181112	1618004		Uttam Nagar, No.2-GBSSS	Boys	2
133	zone-18	16181276	1618015		Vikas Puri, KG-I/II-GBSSS	Co-ed	3
134	zone-18	16181262	1618016		Vikas Puri, Block- F-G(Co-ed)SS	Co-ed	4
135	zone-18	16181396	1618017	1618005	Janakpuri -SKV No.1,C-Block	Girls	4
136	zone-18	16181461	1618018		Janakpuri, Block A-SKV	Girls	2
137	zone-18	16181483	1618019	1618010	Vikas Puri, Block G-SKV	Girls	5
138	zone-18	16181351	1618020	1618009	Kakrola-SKV	Girls	6
139	zone-18	16181709	1618021		Uttam Nagar, No.2-GGSSS	Girls	4
140	zone-18	16181002	1618022	1618006	Janakpuri C-Block,SKV No.2	Girls	8
141	zone-18	16181111	1618057	1618008	Uttam Nagar-SKV	Girls	4
142	zone-18	16181477	1618060	1618059	Bindapur-GGSSS	Girls	7
143	zone-18	16181049	1618061	1618058	HASTSAL-SKV	Girls	5
144	zone-18	16181265	1618062		Vikas Puri, Block A-SKV	Girls	4
145	zone-18	16181456	1618063	1618072	Mohan Garden-SKV	Girls	4
146	zone-18	16181535	1618064	1618065	Janakpuri, Block A, No.2-GGSSS	Girls	9
147	zone-18	16181431	1618067		Vikas Nagar-G(Co-ed)SS	Co-ed	2
148	zone-18	16181474	1618070	1618001	Matiala-SKV	Girls	6
149	zone-18	16181264	1618191		Bindapur-G(co-ed)SSS	Co-ed	5
150	zone-18	16181051	1618192		Rajapur Khurd-G(Co-ed)SS	Co-ed	4
151	zone-18	16181146	1618193		Shiv Vihar-GGSS	Girls	7
152	zone-18	16181736	1618264		Mohan Garden-GGSSS	Girls	7
153	zone-18	16181743	1618269		Binda Pur,Pocket-III-G(Co-ed)SS	Co-ed	4
154	zone-18	16181741	1618270		BindaPur,Pocket-IV-G(Co-ed)SS	Co-ed	4
155	zone-18	16181873	1618278		HASTSAL- GGSSS	Girls	8
156	zone-26	20261508	2026001		President Estate-SV (Dr.Rajinder Prasad)	Co-ed	3
157	zone-26	20261048	2026002		Kitchner Road-SV	Co-ed	4
158	zone-26	20261492	2026004		Pandara Road-SKV	Girls	3
159	zone-25	20261342	2026005		Jor Bagh-SV	Co-ed	3
160	zone-27	21271487	2127001		Rouse Avenue-SBV	Boys	3

161	zone-27	21271523	2127002		Jama Masjid, No.1(Urdu Medium)-SBV	Boys	3
162	zone-27	21271372	2127003		Darya Ganj, Pataudi House-SBV	Boys	4
163	zone-27	21271843	2127006		Jama Masjid, No.2-GBSS	Boys	3
164	zone-27	21271145	2127014		Kamla Market, Zeenat Mahal-SKV No.1	Girls	7
165	zone-27	21271221	2127015		Mata Sundri Road-SKV	Girls	4
166	zone-27	21271389	2127016		Dayanand Road-SKV	Girls	3
167	zone-27	21271698	2127017		Jama Masjid, No.2-SKV	Girls	4
168	zone-27	21271070	2127018		Ram Nagar, No.1-GGSSS	Girls	4
169	zone-27	21271497	2127020		Darya Ganj, Pataudi House-GGSSS	Girls	4
170	zone-27	21271618	2127021		Bulbuli Khana-SKV	Girls	6
171	zone-27	21271605	2127023		Jama Masjid, Panama Building-GGSSS	Girls	4
172	zone-27	21271489	2127024		Jama Masjid, No.1(Hindi Medium)-SKV	Girls	4
173	zone-27	21271501	2127025		Chashma Building(Urdu Medium)-GGSSS	Girls	3
174	zone-27	21271223	2127026		Bela Road-GGSSS	Girls	5
175	zone-27	21271706	2127030		Bulbuli Khana(Urdu Medium)-GGMS	Girls	3
176	zone-27	21271087	2127031		Lambi Gali-GGMS	Girls	4
177	zone-27	21271060	2127032		Ajmeri Gate, Gali Bansi Koyle Wali(Urdu Medium)-GBMS	Boys	3
178	zone-27	21271448	2127034		Kotla Firozshah-G(Co-ed)MS	Co-ed	4
179	zone-27	12081564	2127179		Lal Kuan, Zeenat Mahal, No.2-SKV	Girls	5
180	zone-28	21281013	2128001		Paharganj-SBV	Boys	3
181	zone-28	21281670	2128002		Jhandewalan, Plot 6-SBV (Asharfi Devi)	Boys	3
182	zone-28	21281284	2128007		Dev Nagar-GBSSS	Boys	2
183	zone-28	21281663	2128008		Rani Jhansi Road-SBV	Boys	2
184	zone-28	21281494	2128014		Karol Bagh, Ramjas Lane, No.1-GBSS	Boys	3
185	zone-28	21281401	2128018		Aram Bagh Lane-SKV	Girls	4
186	zone-28	21281503	2128019		Old Rajinder Nagar-SKV (Swami Daya Nand)	Girls	2
187	zone-28	21281295	2128020		Prasad Nagar-SKV (Baba Ramdev)	Girls	4
188	zone-28	21281392	2128021		Paharganj-GGSSS	Girls	2
189	zone-28	21281093	2128023		New Rohtak Road-GGSSS	Girls	6
190	zone-28	21281460	2128025		East Park Road-GGSS	Girls	3
191	zone-28	21281252	2128028		Dev Nagar, 22-B-GGMS	Girls	4
192	zone-28	21281128	2128031		Karol Bagh, Link Road, Plot No.1-RPVV	Co-ed	3
193	zone-28	21281446	2128032		New Rajinder Nagar-SV (Rana Pratap)	Co-ed	4
194	HQ	Co-ed	Single shift		HQ, Old Sectt.		35

195	HQ				HQ, Patrachar		6
196	DISTT.				North		3
197	DISTT.				Central		3
198	RDE				RDE Office		1
199	ZONE				Zone - VIII		2
200	DISTT.				West A		2
201	DISTT.				West B		2
202	STADIA				Sports Complex in SBV, L-Block Hari Nagar		5
203	STADIA				Swimming Pool with in the Premises of Asharfi Devi SBV, Plot No. 6, Jhandewa		3
204	STADIA				Vikaspuri Sports Complex		18
205					Vikaspuri Sports Complex (Opposite Nightingle Society)		5
206	STADIA				Ashok Nagar Sports Complex		0
207	STADIA				Swimming Pool with in the Premises of GBSSS No. 1, Rajouri Garden Extn., Ne		3
208	STADIA				Swimming Pool with in the Premises of SBV, West Patel Nagar, New Delhi.		3
209	STADIA				Swimming Pool with in the Premises of SKV No. 2, C-Block, Janakpuri, New De		3
210	STADIA				Swimming Pool with in the Premises of SKV L-Block, Hari Nagar, New Delhi.		3
211	STADIA				Ludlow Castle Sports Complex		9
212	STADIA				Swimming Pool with in the Premises of Shahid Amir Chand Sarvodaya Vidyalay		3
213	STADIA				Govt. Co-ed SS, Possangipur		3
214		16181906	1618312		Janakpuri, DESU Colony,New Delhi-58		4
215		16181863	1618316		Vipin Garden- Govt. Co-ed SS		4
216		20261895	2026003		Pandara Road-GBSSS		4
217		NA	2127027		Kalan Mahal-GGSSS		4
218			1207114		GBSSS NEHRU VIHAR		3
219					RRHM CO ED SSSCHOOL		4
220					SRSD LAJPAT NAGAR DELHI		4
221			1618312		GSV JANAKPURI DESU COLONY		3
					TOTAL NO. OF GUARDS TO BE DEPLOYED		**927**

TENDER ENQUIRY NO:2015_DE_75441_1

NIT FOR
PROVIDING
SECURITY SERVICES

Dy. Director of Education
Care Taking Branch,
Directorate of Education, GNCT of Delhi,
Old Secretariat, Delhi-110054.

DIRECTORATE OF EDUCATION, GNCT OF DELHI,
CARE TAKING BRANCH
OLD SECRETARIATE DELHI-110054.

NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES

E-Tenders are invited under Three-Bid system from reputed Limited/Private Limited Company registered under the Companies Act, 1956 either by themselves or as a joint venture/consortium having capacity to deploy the adequate number of uniformed and Trained Security staffs and wherewithal, for providing Security services for a period of two years which is extendable on yearly basis for a further period of two years in the Govt. Schools, Stadia & Field Offices of Dte. of Education, GNCT of Delhi as per requirements of clusters namely Cluster-A, Cluster-B, Cluster-C & Cluster-D, under cluster wise bidding system in which the HQ will be the lead office entrusted to invite the bids on behalf of all the clusters mentioned hereinbefore. **The Bid documents along with terms and conditions etc. are available on the website https://govtprocurement.delhi.gov.in and can be downloaded therefrom.**

SCHEDULE OF DATES OF TENDER

Tender Enquiry No.	2015_DE_75441_1
Date of uploading of tender on e-procurement solution.	12.01.2015
Date of pre-bid meeting	20.01.2015 03:00 pm
Last date/time for uploading for clarifications, if any in Bid documents	04.02.2015 12:00 Noon
Date/Time for submission of Bid	25.02.2015 12:00 Noon
Date/Time for submission of EMD with legible copies of uploaded documents	25.02.2015 01:00 pm
Date / Time of opening of Prequalification/Technical Bid	25.02 .2015 03:00 pm
Date / Time of opening of Financial Bids	**To be decided later**

The above dates, if necessitated, may be changed and any notification for the changed dates will be available on the above said website and the bidders, therefore, are advised to follow up with the website about the revised schedule.

In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time.

Dy. Director of Education
Care Taking Branch,
Directorate of Education, GNCT of Delhi,
Old Secretariat, Delhi-110054.

Contents of the Bid Documents

The Bid Documents contain the following parts:

SECTION	CONTENTS	Page No.
Section 1	Invitation for Bids	04-05
Section 2	Instruction to Bidders	06-14
Section 3	General Conditions of Contract	15-21
Section 4	Special Conditions of Contract & Service Levels	22-24
Section 5	Scope of Service	25-30
Section 6	Eligibility Conditions	31-33
Annexures	I to VII	34-52

The Bidders should examine all instructions, forms, terms & conditions, and scope of service in the Bid document and furnish all information as stipulated therein.

Section 1: Invitation for Bids

1. (i) This bid document is being issued to seek response from the eligible bidders in order to procure Security Services under which the successful bidder shall be contracted to provide the said services which will require deploying adequate Security personnel effectively to deliver the desired service level as per this bid document.

   (ii) Following are the clusters comprising of the Govt. Schools, Stadia & Field Offices of Dte. of Education, GNCT of Delhi for which bids are being invited under cluster bidding system:-

   1. Cluster – A
   2. Cluster - B.
   3. Cluster - C.
   4. Cluster – D.

   Under the cluster bidding system the bidders are required to bid through separate single bid for each of the above-mentioned clusters.

2. Bidders are advised to study the Bid Documents carefully. Bid response prepared in accordance with the procedures enumerated in section 2 of the Bid documents should be submitted online to the Directorate of Education, GNCTD, not later than the date and time laid down and at the address given in the Bid documents.

3. i) The estimated value of the contract of each cluster is given hereunder:-

Clusters	No. of Schools	No. of security guards to be deployed	Estimated Tender Value (in Crore)	EMD (in Lakh)	Performance Guarantee (@ 10%)
Cluster-A	145	982	16.2	33	10% of contractual value
Cluster-B	179	1003	16.6	34	10% of contractual value
Cluster-C	219	1025	16.9	34	10% of contractual value
Cluster-D	216	1166	19.2	39	10% of contractual value

The average annual turnover should be equal to the 30% of the total cost of the work of cluster(s) concerned in last three years. If a bidder quotes for more than one cluster he should have average annual turnover equal to the 30% of the total cost of the work of clusters concerned in last three years.

ii) Cluster wise separate Earnest Money Deposits (EMDs) of the amount as mentioned above are to be submitted in form of a Demand Draft/FDR/Banker's Cheque/Bank Guarantee in favour of " Director (Education), GNCT of Delhi" payable at New Delhi issued by any Commercial Bank. It should be valid for at least 45 days beyond the final bid validity period (clause 5 (C) below) *. It should be physically submitted to Care Taking Branch, Dte. of Education, GNCTD as mentioned in clause 5(b) below, by the due date.

* Valid for 165 days (i.e. 120 + 45 days) vide Para 5(C)

4. The bid document will be available for downloading from Delhi Government Procurement website at https://govtprocurement.delhi.gov.in. The hard copy of the bid documents will not be provided by the Department.

5. **Schedule for Invitation of Bid**

(a) Designation of the Purchasing Officer of the Department:
DY. DIRECTOR OF EDUCATION.

(b) Official address of the Purchasing officer:- **DDE, CARE TAKING BRANCH, ROOM No. 254, DIRECTORATE OF EDUCATION, OLD SECRETARIATE, DELHI-54**.

(c) Date till which the Bid should be valid: 120 days from the last date of bid submission.

6. **Important dates & time:-**

The table provides information regarding the important dates of the bid process is mentioned at page number-2.

(7) Bidders must note that bids received after due date and time shall be rejected. The envelop of EMD in prescribed form shall be submitted in the office of the Dy. Director of Education, Care Taking Branch, Old Secretariat, Delhi-54 (clause 5(a)) at the address mentioned in Clause 5(b) in a sealed envelope duly super-scribed with the EMD of Security Services.

Section 2 Instructions to Bidders

1. **Procedure for submission of Bids:** A single bid will be submitted by every bidder. Bids will comprise of following three sections:-
   - 1.1.1 Pre-qualification Bid (As per the Annexure- I)
   - 1.1.2 Technical Bid (As per the Annexure-II)
   - 1.1.3 Financial Bid(As per the Annexure- III) for each cluster separately

2. **Cost of Bidding Process:-**

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation etc. for the purposes of clarification of the bid, if so desired by the Purchaser.

3. **Language of Bids:-**

3.1 The Bids prepared by the Bidders and all correspondence and documents relating to the bids exchanged between the Bidder and the Department shall be written in **English language** only.

4. **Documents Comprising the Bids:-**

The bid prepared by the Bidder shall comprise of the following components:

4.1 Pre-qualification Bid *(Pl. also see section 6 and Annexure-I)* – The prequalification bid shall be submitted in the format as per Annexure-I and shall be accompanied by the following self attested documents whose scanned legible copy alongwith the duly filled in format as per Annexure-I shall be uploaded on the website.

4.1.1 Cluster wise EMD (i.e. DD/ FDR/ Banker's Cheque/ Bank Guarantee) amounting Rs. as given below:

CLUSTERS	EMD (in Lacs) 2% of estimated cost
Cluster-A	33
Cluster-B	34
Cluster-C	34
Cluster-D	39

4.1.2 Photograph of the bidder

4.1.3 PAN Card of the bidding firm

4.1.4 Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of

consortium of two firms. (not more than two firms are allowed to form consortium)

4.1.5 Certificate of Registration for PF subscription

4.1.6 Certificate of Registration for ESI subscription

4.1.7 Valid License to bidder under Central Contract Labour Regulation & Abolition Act.

4.1.8 Valid License of security agency under DPSA(Regulation) Rules, 2009

4.1.9 Audited balance sheet / audited Income statement for preceding three years (2010-11, 2011-12 & 2012-13)

4.1.10 Power of Attorney in favour of the authorized person signing the bid

4.1.11 Undertaking as per Annexure-VII

4.2 Technical Bid *(Pl. also see section 6 and Annexure-II)* –

The technical bid shall be submitted in the format as per Annexure-II. It shall comprise of following types of documents in support of credentials/experience and will be uploaded alongwith the Technical Bid Form (Annexure-II):-

(i) Copy of the Work Order and/or

(ii) Copy of the agreement (Part pages of the work order or agreement shall not be acceptable)

(iii) Certificate or letter issued by the client under the signature and office seal of a competent official of the said client in favour of the bidding firm declaring that the service provided by the bidding firm has been or was satisfactory during the period of engagement. (Pl. note that the above said certificate of satisfactory service must be submitted from all clients served in preceding three years of at least one client, if not from all clients. Failure to submit such certificate from at least one client will earn zero marks even if supporting documents as mentioned in (i) and (ii) above are given)

4.3 Financial Bid *(Pl. also see section 6)* –

It shall be submitted cluster wise in the format as per the Annexure-III.

5. Who can apply on behalf of Bidder?

5.1 The Bidding Agency should be a Limited/Private Limited Company registered under the Companies Act, 1956 or Joint Venture/Consortium. Bidding in the form of proprietorship/ partnership Firm is not permitted.

5.2 The Bidder should have extensive experience in carrying out security services in reputed industrial house or in Central Govt./State Govt./Central Autonomous Body/Central PSU/Municipal Corporations/State PSU, Govt. hospitals, Indian Railways, Delhi Metro, AAI, DIAL etc.

5.3 The Bidding Agency should have provided similar kind of services for at least last three consecutive years and should be having annual average turnover of the amount as per table given below (30% of the estimated cost of cluster concerned if applied for more than one cluster then annual average turnover should be 30% of the total tender value of clusters concerned applied for) during the last three financial years in the books of accounts ending 31st March, 2013:

Clusters	No. of Schools	No. of security guards to be deployed	Estimated Tender Value (in Crore)	Annual Average Turnover (@ 30%)
Cluster-A	145	982	16.2	30% of Estimated Tender Value
Cluster-B	179	1003	16.6	30% of Estimated Tender Value
Cluster-C	219	1025	16.9	30% of Estimated Tender Value
Cluster-D	216	1166	19.2	30% of Estimated Tender Value

5.4. The bidder blacklisted or debarred for any fault from any Govt. Department/Organization will not be eligible for bidding. The tenderer must submit an affidavit/ undertaking in this regard.

5.5 The tenderer should not have incurred any loss in more than two years during the last five years ending 31st March 2013. An Affidavit is to be submitted in this regard.

5.6 The Bidders should be registered with the Income Tax and also licensed under the Labour Laws, Employees Provident Fund Organization, Employees State Insurance Corporation.

5.7 The Bidder should also have clearance from Sales Tax Department and Income Tax Department, Relevant proof in support shall be submitted.

5.8. QUALIFICATION OF THE BIDDERS:-

5.8.1. The Bidder, to qualify for award of contract, shall submit a power of attorney as per the format at Annexure VIII authorizing the signatory of the bid to commit the bidder.

5.8.2. In case the bidder is a Consortium/Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Annexure-IX for Lead Member of Consortium.

5.8.3 (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium.

(b) Details of the intended participation by each member shall be furnished

with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

5.8.4. In case the Bidder is a joint venture or consortium, full details of ownership and control of each member thereof shall be submitted.

5.8.5. Bidder shall submit a copy of PAN card No. under Income Tax Act. In case the Bidder is the joint venture or consortium then PAN Card Number of each member shall be submitted.

5.8.6. Bidder must submit copies of all requisite documents, duly self-attested, along with technical bid of the tender online.

5.8.7. Each Bidder (each member in the case of 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 Education Department subsequently finds to the contrary, the Department 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.

5.8.8. 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.

5.8.9 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than

5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 5.9.9, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

Explanation:
In case a Bidder is a Consortium, then the term Bidder as used in this Clause 5.9.9, shall include each Member of such Consortium.

For purposes of this Tender, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a

company or corporation, the power to direct the management and policies of such person by operation of law.

6. **One Bid per Bidder**

A bidder can submit bid for one cluster or all clusters.

7. Earnest Money Deposit (EMD)

7.1 The Bidder shall furnish clusterwise EMD/EMDs of the amount and in a format as mentioned in Clause 3 of section 1 of this Bid document.

7.2 The clusterwise EMD/EMDs is required to protect the Department against the risk of Bidder's conduct which would warrant the EMD's forfeiture.

7.3 The separate clusterwise EMD/EMDs (denominated in Indian Rupees) shall be in the form of a D.D/FDR/Bank Guarantee issued by a Commercial Bank and shall have validity as stated in Clause 3 of section 1.

7.4 Unsuccessful Bidder's EMD will be discharged/ returned within 30 days after award of contract to the successful Bidder. **No interest will be paid by the Department on the EMD amount.**

7.5 The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract and after furnishing the performance security.

7.6 The EMD may be forfeited:

a. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid, or

b. In case of a successful bid, if the Bidder fails;
   i. to sign the Contract, or
   ii. to furnish performance security
   iii. to commence work in the stipulated period.

8. Period of Validity of Bids:-

8.1 Bids shall remain valid for a period as stated in Clause 5 (c) of section 1 of this bid document.

A bid valid for a shorter period shall be rejected by the Department as non- responsive and shall not be taken up for evaluation purposes.

8.2 The Department may request the Bidder for extension of the period of validity. The request and response thereto shall be made in writing (or by fax or speed post or e-mail). The validity of EMD provided under Clause 3 of section 1 of this document shall also be accordingly extended

9. Terms & Conditions of Bidder:-

9.1 Printed terms and conditions (General Conditions) made by the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the Contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should not bid.

10. Local Conditions:

10.1 It will be incumbent upon each Bidder to fully acquaint himself / herself with the local conditions and factors at the respective Govt. Schools, Stadia & Field Offices of Dte. of Education, GNCT of Delhi which would have any effect on the performance of the contract and / or the cost.

10.2 The Bidder is expected to obtain for himself/herself on their own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

10.3 Failure to obtain the information necessary for preparing the bid and / or failure to perform activities that may be necessary will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.

10.4 It will be imperative for each Bidder to fully acquaint himself of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the Bid documents.

10.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Department and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Department on account of failure of the Bidder to appraise themselves of local laws and conditions.

11. Last date of Receipt of Bids

11.1 Bids will be submitted online as per the schedule of dates of tender.

11.2 The Department may, at its discretion extend the last date for the receipt of bids by amending schedule of dates of tender, in which case all rights and

obligations of the Department and Bidder previously subject to the pre-extended last date will thereafter be subject to the last date as extended.

12 Late Bids

12.1 Any bid received after the scheduled of dates of tender for receipt of bids, pursuant to Clause 5 and 6 of section 1, will be rejected and shall not be considered for opening.

13. Modification and Withdrawal of Bids.

13.1 No bid should be altered / modified after submission. Unsolicited correspondences in this regard from Bidder will not be considered.

13.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval will result in the forfeiture of EMD of the bidder.

14. Contacting the Department:-

14.1 No Bidder, in order to influence the bid process, shall contact the officers of Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

14.2 Any efforts by a Bidder to influence the Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

14.3 Pre-bid conference:- Pre-bid meeting will be held on the appointed date and time as mentioned in the schedule of the dates of tender in the chamber of the Addl. D.E. (CTB), Dte. of Education, HQ, Old Secretariat, Delhi to clear the doubts of the bidders.

15 Opening of Pre-qualification/Technical/Financial Bid by the Department;-

15.1 The Department will open the Pre-qualification/Technical/Financial Bid in the presence of the representatives of the Bidders who choose to attend at the time, date and place, as mentioned in schedule of dates of this bid document.

16. Right to accept any Bid and to reject any or all Bids:-

16.1. The Department is not bound to accept the lowest or any bid and may at any time without any notice in writing to the bidders terminate the tendering process.
16.2. The Department may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings or suppressed in any information or furnished false or forged documents for obtaining tender.
16.3. The Department may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement or commence work.

17. Award of Contract:-

17.1. Successful qualified bidder whose price bid is found to be the lowest one rate in all the clusters i.e. lowest one among the lowest will be awarded work for the cluster concerned. In remaining clusters either the work will be awarded to the bidder quoting the lowest rate, at the negotiated lowest of the lowest rate in all the clusters or if it is not feasible then the former bidder who has been awarded at the lowest of the lowest rate as mentioned above will be awarded work at the lowest of the lowest rate in the cluster concerned. The Director of Education will have the right to award work of all clusters to one bidder if the circumstances so warrant.

17.2. The Department will communicate to the successful bidder by facsimile confirmed by letter transmitted by 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 at which the contractor will be paid in consideration of the execution of services by the contractor as required in the contract.

17.3. The successful bidder will be required to execute an Agreement in the form specified in Annexure-V within a period of 30 days from the date of issue of Letter of Offer separately for each of the cluster.

17.4. The successful bidder shall be required to furnish Performance Security within 15 days of receipt of 'Letter of Offer" for an amount equal to 10% of the contract value in the form of Account Payee DD or Fixed Deposit Receipts, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-VI) in favour of the Director of Education, GNCT of Delhi, Old Secretariat, Delhi-110054. 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.

17.5. 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 Performance Security/EMD as the case may be.

Section 3 : General Condition of Contract

1. DEPLOYMENT:-

1.1 In order to provide fool proof security, the Contractor will physically deploy the Security Personnel in such adequate number and on all vulnerable locations which will meet the requirement as per this bid document. It will be mandatory that induction training is given by the contractor to the personnel to be deployed.

1.2 The Department will have the right to know in advance the names of the personnel to be deployed by the Contractor in pursuit of its obligation of providing security services and it shall be mandatory for the Contractor to provide such list with necessary details. As far as practicable, the list shall not be frequently changed so that continuity in operation is maintained in overall interest of security.

1.3 In Girls/Co-Ed schools, Stadia/offices female security guards as per requirement will be deployed. The contractor shall not employ any person who has not completed eighteen years of age.

1.4 The Contractor shall maintain effective attendance system through security supervisors for better checks and controls.

2. LABOUR LAWS: -

The security personnel deployed by the Contractor in its contractual obligation to provide security services shall be the employees of the contractor. The Contractor shall abide by and comply with all the relevant laws and statutory requirements under Labour laws, Minimum Wages Act., Payment of wages act, Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI, Employee Compensation Act, 1923, Bonus etc. with regard to the personnel engaged. Further, for any lapse in this regard the Contractor shall be solely responsible and held accountable. The Contractor shall maintain registers required under the relevant Act for recording the names of the security personnel and their daily deployment, payment of wages which shall be made available to the statutory authorities & the departmental authorities for inspection of records on demand.

3. ACCIDENT :-

All liabilities in respect of an accident or death arising out of and in course of work shall be borne by the contractor unless the security personnel is covered by the ESI scheme.

4. PERFORMANCE AND SUPERVISION:-

Adequate supervision will be provided to ensure performance to the satisfaction of Director (Education) in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be designated for the cluster concerned.

4.1 All necessary reports and other information will be supplied immediately as required and regular meetings as such intervals as fixed from time to time will be held with the Department.

4.2 Contractor and its personnel shall take proper and reasonable care and precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them and shall not lend to any person or company any of the areas of the Department under its control.

4.3 That, in the event of any loss that occur to the Department, as a result of any lapse on the part of the Contractor or personnel deployed by him which will be established after an enquiry is conducted by the Department, the said loss can be claimed from the Contractor as per Clause 5 of the Section- 4. The decision of Director (Education) will be final and binding on the contractor.

4.4 The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the security 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.

4.5 The Department shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Contractor reserves the right to change the staff in the overall interest of betterment and service output.

4.6 The Contractor and the personnel deployed by him shall be responsible to protect property and equipments of the Department at the premises entrusted to it.

4.7 The Contractor will ensure round the clock supervision for effective watch & ward and safety & security.

4.8 The Contractor shall get Security personnel screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. The Department will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

5. DUTY FAMILIARISATION:-

The Contractor in consultation with Department will give basic familiarization under the contract for 2-3 days about the duties to be performed by the security guards and their desirable behavior with the students, staff and public in particular and this period of 2-3 days will not be counted as shift duty manned by Contractor's personnel for the purpose of payment under the contract.

6. CONFIDENTIALITY:-

The Contractor shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose any information about the affairs of Department.

6.1 The Contractor shall not, either during the term or after expiration of this Contract disclose any proprietary or confidential information related to the services/contract and/or Department's business/ operations, information, application/software, hardware, business data, designs and other information / documents without the prior written consent of the Department.

6.2 The Contractor shall execute a Non Disclosure Agreement (NDA) in favor of the Department.

6.3 The Contractor shall be liable to fully compensate the Department for any loss of revenue arising from breach of confidentially. The Department reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to the dispute arising out of breach of obligation by the Bidder under the clause.

7. 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 Contractor's personnel shall attend the court as and when required.

8. FORCE MAJEURE:-

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 nature/God etc. which may prevent either party to discharge their 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.

9. The Contractor shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

10. SERVICE COMMENCEMENT:-

"NOTICE TO PROCEED" means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.

11. LIABILITY:-

If the Contractor is a joint venture/ company/ group/partnership of two or more persons, all such persons/directors/partners shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized person with authority to sign. The joint venture/company/group/partnership shall not be altered without prior intimation to the Department.

12. CORRUPT PRACTICE/ CRIMINAL OFFENCE :-

During the course of contract, if any of the security personnel deployed are found to be indulging in any corrupt practices, criminal offences causing any loss of reputation or otherwise of the Department, the Department shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

13. CLAIM SETTLEMENT:-

13.1 Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the agency shall be directly borne by the said agency including all expenses/fines. The Department shall not be responsible for any liability that arises out of any payments not made under the Labour Laws or any other laws. The Contractor shall indemnify the department in this regard.

14. SUBCONTRACT DISALLOWED:-

The Contractor shall not engage any sub contractor or transfer the contract to any other person in any manner.

15. INDEMNITY:-

The Contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

16. The contracting agency shall not employ any person below the age of 18 yrs. and above the age of 55 yrs. Manpower so engaged shall be trained for providing security services and fire fighting services before joining. During the training, Contractor shall have to arrange for substitute for the staffs undergoing training.

17. UNION ACTIVITIES:-

Security staff engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the Department.

18. EMPLOYMENT/RESIDENCE:-

18.1 The Department shall not be under any obligation for providing employment to any of the worker of the Contractor at any time. Further, as the Contract is primarily for providing services, hence any relationship of employer-employee that exists will be between the Contractor and the personnel engaged by it.

18.2 The Department shall not be responsible for providing residential Accommodation or such other facilities to employees of the Contractor.

19. OVERPAYMENT / UNDERPAYMENT:-

19.1 If as a result of post payment audit or otherwise, any overpayment is detected in respect of any service rendered or alleged to have been done by the Contractor under the contract, the Contractor shall pay back the overpayment and it shall be recovered by the Department from him.

19.2 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

20. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Department etc.

21. TAX OBLIGATION OF THE CONTRACTOR:-

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

21.1 Income tax shall be deducted at source by the Department from all the payments made to contractor according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the contractor prior to release of payment. A certificate shall be provided by Department to the contractor for any tax deducted at source.

21.2 The contractor shall bear all taxes and duties etc. levied or imposed on the Contractor under the Contract including Income Tax levied under Income Tax Act, 1961 or any amendment thereof during the entire contract period i.e. on account of services rendered and payments received from Department under the Contract. It shall be responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.

21.3 The Contractor agrees that he and his team shall comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Tax Authorities, for the payments received by them for the services under the contract.

21.4 Should the contractor fail to submit returns/pay taxes in times as stipulated under applicable Indian/state tax laws and consequently any interest or penalty is imposed by the concerned authority, the Contractor shall pay the same. The Contractor shall indemnify Department against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty that any such tax authority may asses or levy on the contractor.

22. DISPUTE RESOLUTION:-

(a) Any financial dispute and/ or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Lt. Governor, Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

23. PERFORMANCE SECURITY:-

23.1 The successful Bidder shall furnish Performance Security to the Department within the time as decided by the Deptt. before signing the Contract which shall be equal to 10% of the total value of the Contract of the cluster concerned and shall be in the form of an Account Payee DD or Fixed Deposit Receipt or a Bank Guarantee from a Commercial Bank in the Performa as per Annexure-VI of the Bid document which would be valid up to a period of sixty days beyond the date of completion of all contractual obligations and no interest shall be payable on performance security on its release. The performance security shall be separate for each of the cluster.

23.2 The Department in its discretion may forfeit the entire Performance Security in all such cases, and not limited to following cases, where

i) There is gross security breach or recurrence of security breach
ii) There is considerable loss of property due to theft or damage or recurrence of theft.
iii) There are instances of exploitation of the Security Personnel.
iv) There is gross violation of any of the contract conditions as per this bid document.

24. TERM AND EXTENSION OF CONTRACT:-

The term of this contract shall be for a period of 2 years from the date of signing of the contract/agreement deed which is extendable on yearly basis for two years.

24.1 The Department reserves the sole right to curtail or to extend the validity of contract on the same terms & conditions for such period as may be agreed to, but not beyond further two years.

24.2 Where the Contractor is desirous of no further extension of the term of contract to him, the contractor shall notify the Department of its decision at least 4(four) months prior to the expiry of the term. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Department shall appoint an alternative agency as provided under the contract.

25. TERMINATION:-

The Department may terminate this Contract in whole or in part by giving the Contractor a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:-

(i) Where the Department is of the opinion that there has been such event of default on the part of the Contractor/Contractor's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under this Contract.

(ii) Where it comes to the Department's notice that the Contractor is in a situations of actual conflict of interest with the interests of the Department, in relation to any of terms under this Contract.

(iii) Where it comes to the Department's notice that the contractor furnished incorrect or false information at any time.

(iv) Termination for insolvency: the Department may at any time terminate the Contract by giving written notice to him, without compensation, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

(v) The Contractor may, subject to approval by the Department, terminate this Contract before the expiry of the term by giving the Department a prior and written notice at least 4 months in advance indicating its intention to terminate the Contract.

26. CONSEQUENCES OF TERMINATION:-

In the event that the Department or the Contractor terminates the Contract, pursuant and depending on the event of default, compensation shall be decided by the Department as the services provided by the Contractor that have been accepted by the Department. In case of termination of contract due to default on the part of the contractor, the Department reserves the right to forfeit the performance security of the contractor by encashing it in the Department's favour.

27. JURISDICTION OF COURT:-

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Section 4 : Special Conditions of Contract and Service Levels

1. ANTECEDENT VERIFICATION: -

Before actually deploying the Security Personnel, the Contractor shall inform the Department in writing that the antecedents of the security personnel through whom the services will be rendered have been duly verified and further the copies of the police verification will be submitted to the Department. The Contractor shall also provide to the Department curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent/present residential address, marital status and next of kin, UIDAI number, Contact number etc.

2. UNIFORM AND NAME BADGE:-

The personnel engaged by the contractor shall be dressed in neat and clean uniform with proper name badges, failing which a penalty of Rs. 1000/- per person on each occasion will be imposed on the Contractor. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the Contractor's bills.

3. DISCIPLINE AND COURTESY:-

The personnel engaged will have to be courteous with pleasant mannerism in dealing with the department officials, students of school, staff and members of public and should project an image of utmost discipline. The Department shall have right to have any person removed in case of students/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 suitable replacement in all such cases.

4. BILL AND ITS PAYMENT:-

4.1 The Contractor will raise month wise bill for the service provided at the rate as agreed and accepted by the department.

4.2 The Contractor will present the bill supported by the list of persons deployed showing names, father/husband names, residential address, contact No., EPF A/c Number, ESI number, Attendance Certificates, Satisfactory Service Certificates, Copies of e-challans of EPF Payment, Challan of ESI payment, Proof of payment of wages for the preceding month/period made through ECS to the persons deployed. Such bills will be submitted to the designated officer by the contractor for the month running from the date of 21st of a month to the date of 20th of the next month. Payment shall be released within three weeks of submission of bills subject to submission of satisfactory report and recovery, if any.

4.2.1 However, no interest shall be paid for any delay in payment.

4.3 Disputed amount in the bill on which clarification is required shall be withheld till the time it is sorted out. However, rest of the amount shall be released as mentioned above in Clause 4.2.

4.4 Payments to the Contractor shall be made by Electronic transfer to the Contractor's account for which purpose the contractor shall furnish the complete Bank account details.

5. SERVICE LEVEL SPECIFICATIONS & PENALTY:-

Process	Service Level Specifications	Penalty
1. Providing adequate number of Security Guards/ Designated Supervisors at every point/area of deployment identified for manning.	The contractor will provide adequate number of Security Guards/ designated Supervisors to man the areas as per the deployment schedule given in **Annexure-IV**.	Rs.1000/- per person per shift per day for deficiency of security guard.
2. Security Guards/ Designated Supervisors to report in uniform.	Approved uniform design with the name badge.	Rs. 1000/- for every number of Security Guards/ designated Supervisors not found in prescribed uniform.
3.Misconduct/mis-behaviour/Indiscipline by the Security Guards/ Designated Supervisor with the students/staff/officers/public etc.	i) Security Guards/ designated Supervisor should be courteous to the students/staff/officers/public etc.. ii) They should not smoke and spit on the walls/floors etc.	Rs.1000/- for every instance.
4. Security Breach	The Contractor shall ensure that within the restricted and prohibited areas no unauthorized person/vehicle enters.	Rs.1000/- for every instance of security breach.
5. Protection of properties such as furniture, fire fighting equipments, accessories, vehicles, machinery, installed CCTV, Biometric Machine, water cooler, water purifier, civil & electrical fittings & appliances, Air Conditions etc.	Contractor will protect all the properties of the Department from theft, damage etc.	Recovery of the 20% higher amount of the value of lost/ damaged item than that of loss caused due to theft of items or damage of items due to vandalism etc.

All the penalties will be imposed on the Contractor and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments before authorization of next due payment.

6. PENALTY:-

6.1 In addition to the penalty mentioned in clause 5 above, the following penalties can also be imposed on the contractor.

6.2 In case the Contractor fails:-

a) to commence/execute the work as stipulated in the agreement, or

b) if the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance, or

c) if he does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements e.g. non deposit of statutory dues as ESI, EPF and non disbursement of wages before 7th of following month as per the provision of payment of Wages Act.

Department reserves the right to impose the penalty as detailed below: -

(i) For delay upto 4 weeks, penalty will be imposed at the rate of 20% of the daily contract value calculated for each day of delay for a period upto maximum 4 weeks time for any of the defaults mentioned above.

(ii) For delay beyond 4 weeks, the department in addition to imposing penalties at the rate as mentioned in (i) above reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any, may be recovered from the defaulting Contractor. The Contractor may also be black listed for a period up to maximum 4 years and his performance security may be forfeited, if so warranted.

(iii) The Department may forfeit the performance security of the contractor in case of any of the defaults.

7. WAGE DISBURSAL:-

7.1 The Contractor shall pay to the personnel deployed at such rates which should not be less than the minimum prescribed wage plus admissible EPF, ESI, Bonus etc calculated at prevailing rates as revised from time to time by Labour Department, GNCTD of Delhi under Minimum Wages Act. 1948.

7.2 In order to safeguard against the possible underpayment to the personnel by giving them less than what are mandatorily and statutorily required to be paid, it is mandatory that the Contractor shall disburse the wages to the security personnel every month through ECS (electronic cash transfer). No exception in the mode of transfer of payments to the personnel shall be accepted.

8. CONTROL ROOM:-

The Contractor should have round the clock control room service located in the jurisdiction of cluster concerned along with quick response teams to deal with emergent situations.

9. RISK COVERAGE

In the event of the contractor failing to provide the requisite services as per the contract the Department reserves the right to procure the services from any other source at the cost of the contractor. The Department shall retain the right of forfeiture of the performance security and the outstanding claims or any other actions as deemed fit.

Section 5 : SCOPE OF SERVICE

(Pl. also see Annexure-IV)

1. Govt. Schools/Stadia/ offices under Dte. of Education, GNCT of Delhi . The Contractor will be required to provide security services in the premises at these locations. The period of contract shall be for two years but if so required by the Department it may be extended up-to maximum two years.

2. **Function & Role:-**

i) Security Guards will assist in the following ways:-

a) The Contractor will provide "ROUND THE CLOCK Security arrangement by supplying trained guards.

b) Conduct fire fighting drills and carry out Fire safety inspections

c) Courtesy service (assist VIP and special guest)

d) Ensure Access control in restricted areas.

e) Education and training on current security and Fire incidents trends.

f) Employee checking staff at entrance only if so directed by the Department.

g) Monitoring of entry & exit of students/parents/visitors.

h) To provide information regarding any pilferage/unusual activity.

i) To maintain regular contact with the management of concerned government schools /stadia and offices of Dte. of Education with regard to security arrangement and improvement

j) To be fully prepared in dealing with any disaster like fire/security exigency.

ii) **Providing a safe and secure Campus**

Physically securing the campus is the most obvious function of security agency, there are other activities attached to this aspect which is:-

a) To prevent all thefts, pilferage, damage, encroachment etc from the guarded Boundary wall and to report to the officer concerned concerned police authority wherever necessary under information to the Department.
They must maintain liaison with the local police and fire services department.

b) **Maintaining Peace and enforcing the law:** Although service and administrative functions take up most of the officers time, the security agency can have an edge, when it comes to maintain peace and performing law enforcement functions. Some of the policies the security officer must enforce on daily basis are parking/traffic control, administrative inspections, access control, and fire prevention standards.
The area in which their professionalism will be tested are "meditating in potentially hostile situations", "conducting small investigations in the times of theft or any small robbery" and voluntary action for crime prevention as per Client policy.

iii) **Fire Fighting:** The security personnel should be adequately trained to perform in any disastrous situation including fire fighting operations and operate all fire related equipments.

3. KEY PERFORMANCE PARAMETERS:

S.No.	Security Services	Frequency	KPI (Indicators)
1.	**Manning the Govt. Schools /Stadia and Offices of Dte. of Education Premises**	**Round the clock**	
(i)	Manning the various areas where security is essential.	Round the clock	Physical deployment, inspection, error log, event logs
(ii)	Manning the various common areas and checking and validating the entry of people from various entry points.	limited manpower during working hours	Physical deployment, inspection, error log, event logs
(iii)	Manning the parking and facilitation with parking people for safety and smooth parking.	limited manpower as per actual requirement	Physical deployment, inspection, error log, event logs
(iv)	Manning the various, entry points, restricted access areas as per the requirement	limited manpower during working hours	Physical deployment, inspection, error log, event logs
(v)	Safeguarding the movable and immovable properties of the Govt. Schools /Stadia and Offices of Dte. of Education	Round the clock	Physical deployment, inspection, error log, event logs
2.	**FACILITY – O&M**		
(i)	Fire fighting equipments – checking for functionality and mock drills	Checking weekly, Drills quarterly.	Activity log, event log, plan of action
(ii)	Water hydrant lines – checking for functionality and mock drills	Checking weekly, Drills quarterly.	Activity log, event log, plan of action
3	**EMERGENCY SERVICES/ASSISTANCE SERVICES**		
(i)	Coordination with staff in case of any, natural disaster etc.	Quarterly mock drills, whenever the event happens	Activity log, event log, plan of action
(ii)	Fire safety management in case of any fire – Fire sprinkler, extinguishers, coordination with fire fighting agencies etc.	Quarterly mock drills, whenever the event happens	Activity log, event log, plan of action
(iii)	Security-Remote surveillance, anti-intrusion, access control, fire detection. To coordinate/prompt maintenance of equipments in case of need with equipment supplier.	As per need	Action report, activity log, Maintenance report.

4. STANDARD OPERATING PROCEDURE

Upon signing of the Agreement, the Contractor shall prepare SOP and submit the same within 7 days and for every day of delay in submission of the SOP penalty of Rs.1000/- per day will be imposed. The SOP will necessarily contain:-

i) Complete Deployment Plan of the Security Personnel
ii) Timings of shift duties
iii) Ways & means of supervision
iv) Activity Log for various types of activities
v) Response in case of emergency & security breach.

5. UP-GRADATION OF SOP:-

Once in every three months the Department representatives of cluster concerned and the Contractor shall meet to review the entire SOP, consider all cases of security breach, theft, loss/damage, under-deployment/non-deployment of security personnel, non-fulfillment of service level etc and accordingly the SOP shall be upgraded by the Contractor after incorporating the suggestions of the Department.

6. Security services for Govt. Schools shall be provided to deal with Terrorist Attack in schools strictly in accordance with standard operating procedure as prescribed by MHA-Govt. of India, CBSE etc.

Accordingly the security guards will be required to perform the duties as per the below mentioned situations:

Drill at the time of arrival/departure of the children:

i. Kidnapping of children at the time of their arrival/departure.

a) The guard on duty at main gate or nodal officer should immediately inform the Police about the incident. Guards should give proper description of the vehicle, colors etc, so that police can impose Red Alert and scarch the suspected vehicle.

b) The guards posted at main gate should immediately rush the children already on the road or footpath inside the school and close the school gates.

c) Those who are still in the cars and buses and have not alighted should be hold to move forward and leave the area.

d) The guards at the main gate should immediately press the alarm bell to close the intermediate gates to segregate and secure the children inside the school blocks. He should also inform the nodal security officer/Principal of the school.

ii. Random firing on the road near the school.

a) There should be two guards at the main gate at the time of arrival/departure f children. Guard at the main gate should quickly take in all the children and close the gate.

b) Another guard should direct the buses and vehicles from which the children have not yet alighted to move on quickly and get out the area.

c) Guards at main gate to inform the police and also the nodal security officer of the school.

d) Rush the injured children/other victims to the hospital.

iii. Armed Intrusion into the school with Hostage taking:

In case armed terrorists manage to entre the school and hold up teachers/students/other as hostages, the following action should be taken by the school authorities, besides the quick reaction team engaging the terrorists.

a) Inform the police.

b) Initially all the children and teachers should stay back in their respective rooms and those in varanda etc. rush into the nearest room, and not on indulge onto any rash act in panic like running out towards door to escape etc. They should close the doors from inside and lie low in the classroom to escape random firing.

c) The security guards should be identified gate-wise. They should rush out from their positions with the keys of the concerned gates to open them for safety sending the children out as and when possible. They shall check that the area outside is clear of miscreants and a passage in available, and open the gates when told to do so by teachers/nodal security officers.

d) If the location of the terrorists is known and there is safe passage available from the other classrooms to any of the gates, the children under the leadership of the respective teachers in a single file without making any noise should be taken out.

e) Children may not be asked to collect/gather in any open ground as they can become easy targets.

f) In case of any doubt, there should be no movement and teachers/school authority should wait for the police to arrive, contain the situation, surround the terrorist and provide a secured passage for the children to move out from their respective places to outside the school.

g) One of guards available should rush to the main gate and direct the cars/buses arriving subsequently to go back to their homes.

iv. Suspected explosive object found in the vicinity of school or inside the premises:

a) School staff, teachers and students should be regularly briefed not to touch any unattended object lying anywhere inside/outside the school. In case any such object is found, the person who finds it should immediately bring it to the notice of the nodal security officer of the school. In case it is seen by a student, he should immediately bring it to the notice of his first available teachers, who in turn will inform the nodal security officer/principal of the school. All should also be briefed to keep away from such an object.

b) If there is a bomb scare, then children should not be collected in one place without first checking that area. Come place can be designated like auditorium/ field and there should be team of 8-10 people from the school who will quickly spread out and carry out a check of that area before collecting the children there.

c) In case the bomb has already exploded, then cars and buses coming to the school with children should be told to go back home.

d) The injured/casualties be rushed to the hospitals.

e) The nodal officer or the Principal or even the security guards available in the school should inform the police at the earliest opportunity. The call will activate the police drill and they will respond accordingly.

Drill when the school is already functional:

a) All the gates on the perimeter wall should be closed and locked after the arrival of children. The guard should open the door for bonafide reasons. Once the gates are locked, the probability of forcible intrusion considerably reduces, as even the intruder understands that in case he tries to enter forcibly, the school authorities can call the police and they may be intercepted even before they can achieve their objectives. However, in case somebody tries to forcibly enter the school premises by forcing open the gate under thear of life to the guard or crash open the gate by driving the vehicle into the gate or jump over the wall, the following action should be taken:

b) Guard at the main gate should inform police and the nodal security officer immediately.

c) In case the guards on other gates notice the intrusion or any being threatened by intruders to open the gate, they should also immediately press the alarm bell. A code can be defined for ringing the bell in such a situation to convey the type of threat.

d) The Nodal Security Officer should immediately raise general alert in the school and through centralized PA system inform the concerned to follow the security drill i.e. all children/staff to go inside the rooms and to close them from inside.

e) Nodal Security Officer to inform the Principal of the school.

f) However, if the criminals/terrorists still manage to enter the school indulge in any criminal act, then the following drill should be followed for various acts:

(i) Kidnapping of children/Random firing with intention of mass killing of children inside the school:

It is presumed that the terrorists/criminals having done their act have managed to escape. In such a case

- Inform the police again giving description of criminals/terrorists, their number. Along with details of escape vehicle, if noted.
- Nodal Security Officer to announce on PA system for teachers/students and staff to stay inside their rooms.
- Injured/casualties, if any, be rushed to the hospitals.
- Those who have seen the kidnappers and noted their description be identified and requested to collect at one place to assist the police in investigation.
- Drill be active to inform the parents and return of children.

Section 6: Eligibility Conditions

1. **Eligibility conditions:-**

The Bidder should fulfill the following eligibility conditions before submission of the financial bid:-

(A) **General/Legal Requirements:-**

(i) It should have at least one office located in cluster concerned.
(ii) It should have round the clock control room.
(iii) It should have training facility either in-house or tie-up with a training facility.
(iv) The bidder should have a valid licence under the DPSA(Regulations) Rules, 2009.
(v) The bidder should have valid license issued by the Labour Dptt., GNCTD
(vi) It should have valid registration under the PF Act, 1952.
(vii) It should have valid registration under the ESI Act, 1948
(viii) It should possess the PAN.
(ix) It should have filed IT returns of last three years.
(x) It should not have been blacklisted by any govt. department, undertaking institutions, organizations, local bodies etc. over last three years.

The validity of the above said certificates of registrations/licenses will be seen with reference to the last date of bid submission schedule. During the period of bid evaluation or the operation of the contract, if any of the above said certificates of registrations/licenses become invalid, the contractor will get one month time to get the validity restored from the respective Government Departments/Agencies.

(Note:- The Department at its discretion may seek any clarifications, obtain additional documents in respect of above within maximum 15 days of the bid opening).

(B) **Financial capabilities:-**

The bidder should have during last three years an average annual turnover of not less than 30% of the estimated cost of the whole work of the cluster/clusters concerned as mentioned in table given in point number 3(i) of section-1.

(C) The bidders who meet the general/legal requirements and financial capabilities will be declared successful at pre-qualification stage for further opening of their technical bids.

(D) **Technical Capabilities:-**

The bidder should be providing such security services to following categories of clients :-

(i) Delhi/Central Govt. owned Departments/Institutions and/or
(ii) Public Sector entities and/or,
(iii) Any other State Govt. or public sector banks or local bodies/municipalities.

(E) Bidder should have the experience as detailed below:-

(a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost; or

(b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost; or

(c) One similar completed work costing not less than the3 amount equal to 80% of the estimated cost.

2. Technical evaluation

Subject to fulfilling the technical capabilities criteria, as mentioned above, the technical capabilities evaluation of the bidders will be made on the basis of number of clients that the bidder has served at any time in last three years reckoned backward with reference to the last date of bid submission. The evaluation matrix will be as under:-

(i) In case of all those clients where the contract value is not less than 80% of the estimated contract value:
(a) For each client : 15 marks
(b) Total marks under this category cannot exceed 45 marks

(ii) In case of all those clients where the contract value is not less than 50% of the estimated contract value:
(a) For each client : 12 marks
(b) Total marks under this category cannot exceed 36 marks

(iii) In case of all those clients where the contract value is not less than 40% of the estimated contract value:
(c) For each client : 10 marks
(d) Total marks under this category cannot exceed 30 marks

The Department will evaluate weighted average of the financial turnover in r/o consortium:-

Further it would evaluate the amount of the work executed during last three years in r/o consortium.

(**Note:-** The Department can seek clarifications on the documents uploaded by the bidder in order to correctly do technical evaluation. It can also accept additional documents in support of clarifications but in no circumstances can accept additional documents which are going to add to the number of clients already submitted with the bid for the purpose of clause (D) above.

Only those Bidders who qualify in Technical Capabilities by scoring at least 30 marks as mentioned above will be declared successful for opening of their financial bids for cluster concerned.

3. The bids received without EMD of the requisite amount shall be rejected summarily.

4. **The evaluation criteria for financial bids:-**

The financial bid will be opened after the bidder's technical bid is qualified Evaluation of financial bids will be done on the basis of the financial values quoted. Contract will ordinarily be awarded to the lowest 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. If the financial bids of two or more bidders match, then the bidder who scores higher

marks in technical bid evaluation will be declared successful. If the technical bid scores also match then the successful bidder will be declared through the lottery system from amongst the L-1 bids in presence of the bidders who wish to be present.

Annexure-I

Pre-qualification Bid Form

(Scanned copy to be uploaded)

Affix duly attested
Passport size recent
photograph of the authorized person

1. Name of the Department issuing NIT: Directorate of Education, GNCT of Delhi.
2. Name of the Bidding Firm: _____
3. Constitution of the Bidding Firm
   (i.e. Limited/Private Limited Company
   registered under the Companies Act, 1956
   or Joint Venture/Consortium) : _____
4. Name of the office-bearers of bidding firm _____
   i. Proprietor in case of proprietorship _____
   ii. All Directors in case of company _____
5. Address of the Bidding Firm
   i. Head Quarter _____
   ii. Delhi Office _____
6. E-mail address of the bidding firm for correspondence _____
7. Details of person authorized to bid
   i. Name & Designation _____
   ii. Address _____
   ii. Telephone No. _____
   iv. Mobile No. _____
   v. Power of attorney for authorization (to be enclosed with this form)
8. Licence No. under DPSA(R) Rules, 2009: _____
   (i) Date of issuance _____
   (ii)Date upto which valid _____
9. Registration number and date issued under Central Contract (Labour & abolition) act. .....
   (i) Date of issuance _____
   (ii)Date upto which valid _____
10. PAN card Number: _____
    (i) Date of issuance _____
11. Provident Fund Registration No. _____
    (i) Date of issuance _____
    (ii) Date upto which valid _____
12. ESI Number _____
    (i) Date of issuance _____
    (ii) Date upto which valid _____
13. Registration No. & date/year of Certificate of Incorporation of Registration under Indian Companies Act (if applicable) _____
14. Details of EMD submitted for Cluster-A :
    (a) Amount: Rs _____
    (b)Ref. No. _____ Date _____
    (c) Name of issuing bank & Branch _____

    Details of EMD submitted for Cluster-B:
    (a) Amount: Rs _____
    (b)Ref. No. _____ Date _____

(c) Name of issuing bank & Branch _____

Details of EMD submitted for Cluster-C :
(a) Amount: Rs _____
(b)Ref. No._____ Date _____
(c) Name of issuing bank & Branch _____

Details of EMD submitted for Cluster-D:
(a) Amount: Rs _____
(b)Ref. No. _____ Date _____
(c) Name of issuing bank & Branch _____

15. Annual Turnover (As per the audited account),
    i. 2011-12 : ----------
    ii. 2012-13 : ----------
    iii. 2013-14 : ----------
    iv. Total turnover of last three years (i.e. sum of (i)+(ii)+(iii)) : ----------
    v. Average annual turnover for last three years : ----------
    (i.e. total turnover divided by 3)
16. Date of filing IT Return:-
    (i) Year 2011-12 Date ____
    (ii) Year 2012-13 Date ____
    (iii) Year 2013-14 Date ____
17. Number of Security personnel on roll : ----------
18. Training arrangement in accordance with Section 9 (ii) of Private Security Agencies Regulation Act 2005:-
    (i) Name and address of recognized training institute /organization under Rule-6 of Delhi Private Security Agencies Regulation Rules 2009.
    (ii) Attach a copy of recognition letter/ license issued by Home (Police Establishment Deptt. GNCTD) to the concerned training institute/ organization.
19. Round the clock Control Room
    i. Address _____
    ii Telephone Number(s) _____, _____
20. Declaration by the bidder:

I/We _____ R/o _____ am/are authorized to sign & upload the bid documents on behalf of the bidding firm M/s._____. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained in this Bid document and undertake to abide by them. I/We further declare that our bidding firm has not been blacklisted over last three years. I/we have uploaded the self attested copy of the documents required as per clause 4.1 of the section 2 of the Bid documents. The list of documents which have been uploaded is given hereunder which are all self-attested.

List of documents which have been uploaded herewith are:- (mention complete list)

S.No.	Name of Documents	Number of pages

Signature _____
Name of the authorized person_____
(Seal of the bidding Firm)

Note:-

(1) No column should be left blank.

(2) In case, there is more than one office in Delhi, then the bidder shall provide addresses of all offices in col.no.5 above.

(3) In Col. No. 8, 9, 11, 12, 13 pl. also write date upto which it is valid. In case the validity is not restricted then write NOT APPLICABLE.

(4) EMD shall be deposited physically with the DDE, Care Taking Branch, Room No. 254, Old Secretariat, Delhi before the last date & time of bid submission in a sealed envelope duly super-scribed EMD for Cluster-A/B/C/D or for all clusters. However, legible scanned copy of the EMD must also be uploaded.

Check-list for uploading the documents

S. No.	Documents required	Yes/No	Page No.
1.	Power of Attorney in favour of authorized person signing the bid.		
2.	License under the DPSA(R) Rules, 2009		
3.	License under Central Contract (Labour & abolition) act.		
4.	PAN Card		
5.	EPF Registration		
6.	ESI Registration		
7.	Registration under Indian Companies Act (if applicable)		
8.	Copy of EMD(s)		
9.	Audited Balance Sheet/Income Statement of last three years.		
10.	Copy of Income-tax return of bidding firm for last three years duly Acknowledged by the IT Deptt.		
11.	Undertaking as per Annexure-VII		
12.	Power of Attorney for signing of bid (Annexure-VIII)		
13.	Power of Attorney for Lead Member of Consortium (Annexure-IX)		

Annexure-II

Technical Bid Form
(Scanned copy to be uploaded)

1. Name of the Deptt. issuing NIT : Directorate of Education, GNCT of Delhi.
2. Name of the Bidding Firm_____
3. Detail about the clients to whom contract with not less than...A.... (i.e. A = 80% of the estimated contract value rounded to be nearest ten) has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

S. No.	Particulars	Name & address of client-A	Name & address of client-B	Name & address of client-C
1.	Total contract value			
2.	Period over which the above said contract has been provided	From.... (date/month/year) to ..... (date/month/year)	From.... (date/month/year) to ..... (date/month/year)	From.... (date/month/year) to ..... (date/month/year)
3.	Supporting documents:- (Whether work order and /or agreement copy, give their ref. no. & date also)			
4.	Ref. no. & date of certificate of satisfactory service*			

(The detail will be submitted in the tabular format as given above in pt.no.3.

4. Detail about the clients to whom contract with not less than...B.... (i.e. B = 50% of the estimated contract value rounded to be nearest ten) has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

S. No.	Particulars	Name & address of client-A	Name & address of client-B	Name & address of client-C
1.	Total contract value			
2.	Period over which the above said contract has been provided	From.... (date/month/year) to ..... (date/month/year)	From.... (date/month/year) to ..... (date/month/year)	From.... (date/month/year) to ..... (date/month/year)
3.	Supporting documents:- (Whether work order and /or agreement copy, give their ref. no. & date also)			

4.	Ref. no. & date of certificate of satisfactory service*			

(The detail will be submitted in the tabular format as given above in pt.no.3.

5. Detail about the clients to whom contract with not less than...C.... (i.e. C = 40% of the estimated contract value rounded to be nearest ten) has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

S. No.	Particulars	Name & address of client-A	Name & address of client-B	Name & address of client-C
1.	Total contract value			
2.	Period over which the above said contract has been provided	From,... (date/month/year) to ..... (date/month/year)	From,... (date/month/year) to ..... (date/month/year)	From,... (date/month/year) to ..... (date/month/year)
3.	Supporting documents:- (Whether work order and /or agreement copy, give their ref. no. & date also)			
4.	Ref. no. & date of certificate of satisfactory service*			

(The detail will be submitted in the tabular format as given above in point.no.3.

Note:-As mentioned in clause 4.2 of the Section : 2, the bidder is required to submit satisfactory service certificate from at least one client out of the list of all clients to be mentioned above in order to get the assigned marks for all the clients. If no satisfactory certificate is submitted then no marks will be given for any of the clients.

Signature _____

Name of the Authorized Person_____

Office Seal of the Bidding Firm_____

Annexure-III

FINANCIAL BID FOR SECURITY SERVICE

(In Rupees)

1. **Name of Deptt. issuing NIT** : Directorate of Education, GNCT of Delhi.
2. **Tender Enquiry No.**_____
3. **Name of Bidding Firm** _____
4. **Price Quotation, Per Month (INR) without service tax**

Clusters	Monthly wages per head/per shift/ (30 days) (as per Govt. of NCT of Delhi norms or quoted wages)	EPF	EDLI	ESI	Agency Charges/commission	Total
Cluster-A						
Cluster-B						
Cluster-C						
Cluster-D						

Signature _____
Name of the Authorized Person_____
Office Seal of the Bidding Firm_____

Note:-

1. Bidders may quote for any or all clusters as per the table given above. The bidders have no option of leaving any column without quoting financial bid under the respective cluster i.e. if a bidder does not quote financial bid against any of the above mentioned cluster then his financial bid shall stand rejected summarily.
2. The bidders are advised to quote the amount on which he/they shall be able to meet all such expenses towards wage disbursal, administrative charges, maintenance of badge/uniform etc.
3. The agency charges shall be firm and final and no revision shall be allowed during this period on any grounds.
4. Minimum wages will be claimed by the contractor at the rates revised by Deptt. Of Labour, Govt. of NCT of Delhi from time to time under minimum wages act.1948.

5. **The evaluation criteria for financial bids:-**

   Bidders shall quote the price clusterwise in INR. The clusterwise bids will be evaluated on the basis of sum total of the price quotations provided in the above table in each

cluster. Successful qualified bidder whose price bid is found to be the lowest one rate in all the clusters i.e. lowest one among the lowest will be awarded work for the cluster concerned in remaining cluster either the work will be awarded to the bidder quoting the lowest rate, at the negotiated lowest of the lowest rate in the cluster concerned or if it is not feasible then the former bidder who has been awarded at the lowest of the lowest rate as mentioned above will be awarded work at the lowest of the lowest rate in the cluster concerned. The Director of Education will have the right to award work of all clusters to one bidder if the circumstances so warrant. In case the quoted prices are same for two or more bidders in any cluster, in that case the bidder whose technical bid score is higher will be declared successful. If, even the technical scores also tally, then in that case lottery system will be adopted for selection of the successful bidder from among the L-1 bidders.

6. Quoting nil or zero amount of the agency charges will lead to rejection of the price bid. Lowest rate will depend upon the agency charges.

7. Bidder should not quote agency charges below 5%.

Annexure-IV

DEPLOYMENT PLAN

1. Security points will be as mentioned in the following list. The contractor will ensure deployment of the security guards as per the below given requirement of Directorate of Education:

Table-A- Govt. Schools:

S.No.	Security Point	Frequency
1.	Main Gate of School	Round the clock
2.	Patrolling	Round the clock
3.	Female security guard in girls/co-ed schools	Morning shift

Table-B- Stadias:

S.No.	Security Point	Frequency
1.	Main Gates of Stadia	Round the clock
2.	Inner main gates	Round the clock
3.	First floor	Round the clock
4.	Basement entry gate	Round the clock
5.	Basement exit gate	Round the clock
6.	Basement parking area	Round the clock
7.	Air Conditioner plant area	Round the clock
8.	Stairs of lateral area	Round the clock
9.	Sports equipment area	Round the clock
10.	Patrolling	Round the clock

Table-C- HQ & its Branches:

S.No.	Security Point	Frequency
1.	Main Gates	Round the clock
2.	Front Corridors	Round the clock
3.	Backside corridors	Round the clock
4.	Parking area	Round the clock
5.	Patrolling	Round the clock

Ctrl+Click here for detail of total required security guards for Cluster A, B, C & D

Note:

i. In all swimming pools except the Olympic size swimming pools within the premises of Govt. Co-ed Sr. Sec. School, C-Block Mangolpuri the deployment of Security Guard will be Five Security Guards (Morning-1M,1F M; Evening-1M,1F, Night-1M) w.e.f. 15 March to 15 November each year and one security guard round the clock w.e.f. 16 November to 14 March each year.

ii. In all Olympic size swimming pools within the premises of Govt. Co-ed Sr. Sec. School, C-Block Mangolpuri the deployment of Security Guard will be Eight Security Guards (Morning 2M,1F Evening-2M,1F, Night-2M) w.e.f. 15 March to 15 November each year and Three security guard round the clock w.e.f. 16 November to 14 March each year.

iii. In HQ, Old Secretariat Six additional security guards will be deployed for a period of w.e.f. April to August each year.

2. The contractor shall deploy on the Department's premises round the clock security designated supervisors to oversee the security arrangement, protocol & deployment. The security designated supervisors will be responsible to liaison with the Department for day to day operation of the security arrangement.

3. The Contractor will ensure following points related to deployment:-

i) The guards deployed by Contractor will be trained young, smart and well mannered with proper uniform and as per the qualifications, experience and age.
ii) The Contractor shall make available CV of the personnel to be deployed and also provide a CD giving out details of all the employees deployed in Dte. of Education, GNCTD.
iii) The shift of the guards would be rotated periodically for operational & efficiency point of view.
iv) The Contractor shall be responsible to provide manpower trained in fire fighting and security. The personnel should be fully trained to handle and operate all the fire and security equipments installed in the department.
v) The Contractor must have daily provision for day and night checking of alertness of their guards deployed and the same to be recorded in writing.
vi) Monthly training of all the personnel deployed must be organized as per training programme and intimated to the department.
vii) During winter duty guards will be equipped with woolen over coats, boots, gloves, and sweaters as per need.
viii) The security shall be adequately equipped with torches, baton and other necessary communication devices.

Annexure-V

FORM OF AGREEMENT

THIS AGREEMENT is made on the____ day of _____ (Month) _____ (Year) Between the Lt. Governor, NCT of Delhi through Director (Education), Directorate of Education, Old Secretariat, Delhi (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called "the Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the _____ (Name of the Department)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract hereinafter referred to as bid documents.

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. General/Special conditions of contract and service level;
c. Notice inviting Tender;
d. Financial Bid;
e. Scope of service;
f. Addendums, if any; and
g. Any other documents forming part of the contract.

3. This Agreement is for a normal contract period of 2 years unless terminated earlier as per the contract conditions. This is extendable also for an additional period upto two years maximum.

4. The Contractor agrees that in course of providing the requisite security services, it will deploy adequate number of Security personnel at each security point where security personnel are required as per the bid documents and they shall be the employees of the Contractor for the purpose of this Agreement and not of the department.

5. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and provide the security services w.e.f _____ as per the provisions of this Agreement and the bid documents. The Contractor also agrees that it will ensure that no security breach takes place on the premises.

6. The Department hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs._____ (Rupees ..... (in words) per month..

7. The contractor shall also timely disburse by the date prescribed under payment of wages act. through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages rates as revised from time to time and shall mandatorily deposit EPF, ESI, Subscription and Employers' Contributions thereon as admissible with the concerned authorities. In case, violation of the prevailing rules/laws in such matters occurs, it shall be the complete responsibility of the Contractor & the Contractor indemnifies the department from any loss or damage that may occur.

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

For and on behalf of the

Contractor

Authorized Signatory

(Name:)
(Designation)

Seal of Contractor

For and on behalf of the

Lt. Governor, NCT of Delhi

Authorized Signatory

(Name:)
(Designation:)

Seal of Department

1. Witness_____
   Name_____
   Address_____
   _____
   Telephone No:_____

(From the Department side)

2. Witness_____
   Name_____
   Address_____
   _____
   Telephone No:_____

(From the Contractor side)

(Note:- The department should ensure that the person signing the agreement on behalf of contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)

Annexure-VI

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(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 the Department) (hereinafter called the "Department") of the other part.

2. WHEREAS _____(Name of the Department) has awarded the contract for Security services contract at agreed rates (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 the Employer 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 the Department the full amount of Rs._____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department 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 the Department 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 the Department 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 the Department 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 the Department 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 the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "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_____

ANNEXURE-VII

UNDERTAKING

(ON A STAMP PAPER of Rs.100/-)
(to be uploaded on e-tender platform)

To

_____

_____

_____

(Designation of officer issuing NIT)

Name of the Bidding firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in bid document.
2. 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 to abide by the said terms and conditions.
3. I/We agree to abide by the provisions of payment of Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, 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 rates governed by Minimum Wages Act 1948 as revised by the Govt. of NCT of Delhi from time to time and shall be fully responsible for any violation.
4. I/We shall provide female Security Guards strictly as per the requirement of Dte. of Education.
5. I/We do hereby undertake to provide required security services to the Department through trained and uniformed security guards as per health and other standard Private Security Agencies Regulation Act 2005. Our Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. .....(Rs. in words.....) i.e. 1% of the value of the work awarded of the cluster concerned. 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.
6. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement, the Department may take necessary action against us as deemed fit under the provision of law.

Signature_____

(Name of the Authorized person)

Name and Address of the Bidding Firm_____

Telephone No._____

Date_____

Seal of the Bidding Firm

Annexure- VIII

Power of Attorney for signing of Bid

Know all men by these presents, We, ... (name of the firm and address of the registered office) and ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Security Services to the schools/stadia/District offices of Directorate of Education, Government of National Capital Territory of Delhi, (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Request for Proposal for Providing Security Services in Govt. Schools/Stadias/Offices under Directorate of Education, GNCTD on PPP Basis

Directorate of Education, GNCTD

Accepted

.....

(Signature, Name, Designation and Address of the Attorney)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Bidder

should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Annexure-IX

Power of Attorney for Lead Member of Consortium

Whereas the Directorate of Education, Government of National Capital Territory of Delhi (the "Authority") has invited bids for the Security Services to the schools/stadia/District offices of Directorate of Education, Government of National Capital Territory of Delhi (the "Project").

Whereas, ..., ... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ... having our registered office at ....., M/s. ....., having our registered office at ....., and M/s. ....., having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Notice of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, incorporate SPV, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

Request for Proposal for Providing Security Services in Govt. Schools/Stadia/Offices under Dte. of Education, GNCTD on PPP Basis

Directorate of Education, GNCT of Delhi

For ..... (Signature, Name & Title)

For ..... (Signature, Name & Title)

For ..... (Signature, Name & Title) .....
(Executants)
(To be executed by all the Members of the Consortium)
Witnesses:
1.
2.

.....
(Notarized)
Accepted

.....
(Signature, Name, Designation and Address of the Attorney)
Notes: □ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. □ Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.