

No. F. 13-4/2016-DAE(Estt)
Government of India
Ministry of Human Resource Development
(Department of School Education & Literacy)
Directorate of Adult Education

10, Jamnagar House, Shahjahan Road,
New Delhi-110011, dated the 27th April, 2016.

TENDER NOTICE

Subject:- Engagement of Security Persons at Directorate of Adult Education, at 10 Jamnagar House, Shahjahan Road, New Delhi-110011.

Sealed tenders in double bids system (TECHNICAL BID AND FINANCIAL BID) are invited, on behalf of Directorate of Adult Education from reputed and experienced firms in the prescribed format for providing **SECURITY SERVICES** at Directorate of Adult Education, 10 Jamnagar House, Shahjahan Road, New Delhi.

Tender document (non-transferable) containing detailed specifications, terms & conditions and Pre-qualification criteria etc. can be obtained on payment of cost of tender Rs 500/- (non-refundable) in the form of Demand Draft drawn on any Nationalized Bank in favour of Drawing and Disbursing Officer, Directorate of Adult Education, New Delhi, from its office at 10, Jamnagar House, Shahjahan Road, New Delhi-110011. Alternatively, the tender document can be downloaded from the website: **www.mhrd.gov.in** and payment towards cost of the tender in such cases should be submitted along with the Technical bid in the form mentioned above Address for communication. Interested agencies are required to submit tender document, technical and financial bids separately. The bids in Sealed Cover-1 containing "Technical Bid" and Sealed Cover-2 containing "Financial Bid" should be placed in a third sealed cover super subscribed "Tender for Security Services" and should reach Directorate of Adult Education, New Delhi on or before **16.05.2016 by 1500 hrs.** Directorate of Adult Education reserves the right to accept or reject any tender or all the bids/tenders without assigning any reasons.


(Dr. Ramakrishna Sura)
Director

As per list attached.

Copy forwarded to the NIC, Department of School Education & Literacy, Ministry of Human Resource Development, Shahstri Bhawan, New Delhi for posting of the above Tender documents on the website.

TENDER DOCUMENT

FOR

ENGAGEMENT OF SECURITY SERVICES

Directorate of Adult Education
10, Jamnagar House, Shahjahan Road,
New Delhi-110011

Website www.mhrd.gov.in

Price Rs. 500/-
(Those who download the tender document
from Website should enclose a DD of Rs.500/-
towards cost of tender)

DIRECTORATE OF ADULT EDUCATION
TENDER DOCUMENT
TENDER FOR PROVIDING SECURITY SERVICES TO THE
DIRECTORATE OF ADULT EDUCATION AT 10, JAMNAGAR HOUSE,
SHAHJAHAN ROAD, NEW DELHI-110011

TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

1. Name & Address of the Tenderer Organization/ Agency with phone number, email and name and telephone/ mobile number of contact person.			
2. Experience in the work of providing Security Services. Particular of experience (Attach certificate, Testimonials). This shall cover the detail of work of similar nature, approximate magnitude and duration carried out and /or on hand for last 3 year along with a Certificate from the agency where the job was carried out. In following format		In following formats.	
Name of Organization with complete address and telephone number to whom services provided.	From To	Contracted Amount Rs per month	Reason for Termination
3. Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this services: a) Is the establishment registered with the Government; please give detail with Document/ evidence. b) Do you have labour licence Please provide the Details and attach a copy. Licence c) Undertaking of the Agency confirming the availability of the adequate			

Licence c)Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment	
4. Are you covered by the labour Legislation such as, ESI,EPF, Gratuity etc.	
5. Please give EPF No.ESI Code: Gratuity Act Regn. No.(Attach copies)	
6. Are you governed by minimum wages rules of the Govt of India if yes, please give details.	
7. Please attach copy of Income Tax return of last three years.	
8. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 financial years.	
9. PAN No. (Please attach copy)	
10. VAT No. (Please attach copy)	
11. Trade Licence No. (Please attach copy)	
12. Service Tax Registration (Please attach copy)	
13. Acceptance of term & condition attached (Yes/ No). Please sign each page of term and condition as token of acceptance and submit as part of tender document.	
14. Power of Attorney/authorization for signing the bid documents.	
15 Please submit an undertaking that no case is pending with the police Against the Proprietor/firm/partner or the Company (agency). Indicate any Conviction in the past against the Company/ firm/partner	
16. Detail of the DD/Pay order of Rs. 50,000.00 towards bid security (EMD) and a DD for Rs. 500/-in case tender Documents are downloaded from website www.mhrd.gov.in . DD/PO No. Date: Drawn on:	

Declaration by the Tenderer:

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

Encls:

1. DD/Pay Order No. _____
2. Term & Condition (each page must be signed and sealed)
3. Financial Bid

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No (O):

Date.

Financial Bid

(In sealed Cover-II super scribed "Financial Bid")

TENDER FOR PROVIDING "SECURITY SERVICES TO DIRECTORATE OF ADULT EDUCATION, 10, JAMNAGAR HOUSE, SHAHJAHAN ROAD, NEW DELHI-110011.

The consolidated and all inclusive quoted rates should not contain the wages component less than the minimum wages of Govt. of India and the break-up as invited in the Financial Bid of the tender should contain the break up in the following manner:-

S.No.	Description Percentage (to be read in conjunction with latest rules, Acts, policies etc. of the Competent Authorities)	Supervisor (Preferably Ex-Servicemen) (Per unit)/per day	Security Guard(Preferably Ex-Servicemen) (Per unit)/per day
1.	Basic wages plus Variable Dearness Allowance (VDA) on per day (as per norms)		
2.	ESI	4.75% (of Basis+ VDA)	
3.	EPF	12% (of Basis+ VDA)	
4.	Administrative Charges.		
5.	Firm's margin/ profit charges (per unit/ per day)		
6.	Total		
7.	Service Tax	12.36 % of total above (Reimburse)	
8.	Total Quoted Rate (per unit/per day)		

* Break-up of the rate may also be provided along with the copy of the Central Govt Order in Minimum Wages to facilitate revision of rate

Directorate of Adult Education perposed that only ex-serviceman Guards be deployed at the post.

Declaration by the Tenderer

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

Note i) No other charges would be payable by Directorate of Adult Education.

I) there would be no increase in rates during the Contract period except provision under the terms and conditions.

(Signature of Tenderer with seal)

Name and address with phone numbers:

Seal:

Date:

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This agreement is made on _____ day of _____ Two thousand

Sixteen between Directorate of Adult Education, 10, Jamnagar House, Shahjahan Road, New Delhi-110011 as one part, hereinafter called Directorate of Adult Education and M/s _____ having its registered office at hereinafter called the 'Agency' for providing Security Services on the other part.

WHEREAS the Directorate of Adult Education is desirous to engage the Agency for providing Security Services for 10, Jamnagar House, Shahjahan Road on the terms and condition stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour industrial and any other laws applicable and all statutory obligation, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, etc relating to security personnel deployed at Directorate of Adult Education, 10 Jamnagar House, Shahjahan Road, New Delhi-110011.

2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Directorate of Adult Education. The Directorate shall have no liability in this regards.

3. Any violation of instruction/ agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

4. The contract can be terminated by giving one month notice on either side.

5. In case of non-compliance with the contract, the Directorate of Adult Education reserves its right to

a) Cancel/ revoke the contract: and/or

b) Impose penalty upto 10% of the total annual value of contract.

6. Security deposit equal to 10% of the Annual contract value (refundable without interest after two month of termination of contract) in the form of Pay Order/ Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.

7. The agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in Directorate of Adult Education.

8. The security personnel provided by the Agency will not claim to become the Employees of Directorate of Adult Education and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Directorate of Adult Education.

9. There would be no increase rates payable to Agency during the contract period except reimbursement of the statutory wages revised by the Govt.

10. An indemnity bond may be furnished in the format Annexure -1.

11. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

12. Decision of Directorate of Adult Education in regard to interpretation of the Terms and Condition and the Agreement shall be final and binding on the Agency.

13. In case of any dispute between the Agency and Directorate, Directorate of Adult Education shall have the right to decide. However, all matters of jurisdiction shall be at the local court located at Delhi.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand sixteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed the respective hands with their in Delhi the presence of the witness

Directorate of Adult Education

Witness

1.

2.

AGENCY

Witness

1.

2.

TERMS & CONDITIONS OF CONTRACT (Annexure to Agreement)

A.Scope of Work: Providing Security Services at Directorate of Adult Education, 10, Jamnagar House, Shahjahan Road, New Delhi by deploying required number of Security Personnel.

1. The Agency shall provide Security service by deploying adequately trained and well disciplined security personnel to safeguard the Directorate of Adult Education building, moveable and immovable assets, equipment and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guest or any other person working in its complex.
2. The security personnel shall be deployed round the clock in 3 shifts at the place mentioned above to safeguard the premises.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by Directorate of Adult Education on working and closed days.
- 4.The Agency shall ensure that water taps/lights/ACs are not left open on after close of working hours on normal days as well as on off days, as the case may be.
- 5.The Agency shall maintain records of inward and outward movement of men (Directorate of Adult Education and also regulation of guest and visitors) material and vehicles, etc with proper check on the same as per Instruction given from time to time by Directorate.
6. The security personnel deployed shall take regular round of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to pirate various fire control equipment installed at Directorate of Adult Education. A mock fire drill may be organized every month by the Agency.
8. The Agency shall keep the Directorate of Adult Education informed of all the matters of security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria

- 1.The Bidder may be proprietor firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled / registered with DGR who possess the required licenses, registrations (such as Private Security Agencies (Regulation) Act 2005) etc as per law valid at least for 12 months from the date of the opening of tender.
2. The tenderer shall have at least 5 years experience of providing Security Services.
3. The bidder should have an office within the Municipal limit of Delhi.
4. There should be no case pending with the police against the Proprietor/Firm/Partner to the Company (Agency).
- 5.The bidder shall have the following Registration and details of the same be provided in the Technical Bid:
 - a) PF Registration
 - b)ESI Registration

c)Service Tax Registration

d)Valid License, issued by Regional Labour Commissioner, Govt of India

C. Information and Condition relating to Submission of Bids

1. The initial period of contract shall be for 12 months which may be extended for a maximum period of one year at the discretion of Directorate of Adult Education subject to satisfactory performance of the agency.
2. The tender document containing eligibility criterion, scope of work, term & conditions and draft agreement can be purchased from Directorate of Adult Education on any working day between 1100 hrs. and 1600 hrs. on payment of non refundable charges of Rs.500/-(Rupees Five Hundred Only) or can be download from Directorate of Adult Education Website (www.mhrd.gov.in). Those who download the tender document from website should enclose tender amount or Rs. 500.00 by means of a demand draft/pay order along with tender bid in the cover-I "Technical Bid".
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Security Services" should reach Directorate of Adult Education on or before 16.05.2016 by 3.00 PM. The technical bids will be opened on the same day in presence of the bidders or their authorized representatives.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay (Bid Security) EMD of Rs. 50,000/-(Rupees Fifty thousand only) along with the technical bid by Demand Draft in favour of "Drawing and Disbursing Officer, Directorate of Adult Education,, New Delhi" drawn on any Nationalized Bank/Scheduled Bank and payable at New Delhi. Bids received without EMD shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
7. The bid Security (EMD) without interest shall be returned to unsuccessful bidders at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of Demand Draft in favour of "Drawing and Disbursing Officer, Directorate of Adult Education, New Delhi" drawn on any Nationalized Bank/Scheduled Bank and payable at New Delhi.
9. The EMD deposited by successfully agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by Directorate of Adult Education.
10. The bid shall be valid and open for acceptance of the Competent Authority of Directorate of Adult Education for a period of 90 days from the date of opening of the tender and no request for any variation on quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.

11. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price of substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provision of Minimum Wages Act.
In case two or more agencies are found to have quoted the same rates, the Competent Officer authorised by Directorate of Adult Education shall decide about the Agency to which the offer shall be granted based on the report of the past performance of the firm and length of experience etc. The decision of the Competent Authority shall be final and no representation shall be entertained.
13. The quoted rates shall not be less than the minimum wages of Govt. of Delhi and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc. bonus, insurance, leave salary etc.
14. Directorate of Adult Education shall remain reimburse the Agency to the extent of the amount of variation arising out of the upwards revision in minimum wages as per Labour Commissioner of Delhi above the rates mentioned in the contract and derived statutory obligation thereof provided the documentary evidence is produced by the Agency making such payment to that extent only.
15. Directorate of Adult Education reserves the right to accept or reject any or all bids without assigning any reasons. Directorate of Adult Education also reserves the right to reject any bid which in his opinion is not responsive or violating any of the condition/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions.

1. The security services and provision for the required manpower shall be as under :-

Shift	Time	Security Guard	Supervisor
First	0800 to 16.30	7(Seven persons) for whole day	No
Second	1600 to 24.30		No
Third	2400 to 0830		No

However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of Directorate of Adult Education to deploy the security personnel in any other number or manner considered to be more suitable by Directorate of Adult Education in the interest of the Authority.

2. The agency shall ensure that the security personnel deputed are preferably Ex-serviceman, healthy and not more than 45 years of age. The agency will get their antecedents, character and conduct verified.
3. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to Directorate of Adult Education along with testimonials before they are actually deployed for the job.
4. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Directorate of Adult Education at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of Directorate of Adult Education, they shall work under directives and guidance of Head, Directorate of Adult Education and will be answerable to Directorate of Adult Education. This will, however, not diminish in any way, the agency's responsibility under contract to the Directorate of Adult Education.

6. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
7. The visitors shall be regulated as per Directorate of Adult Education procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the Agency shall visit Directorate of Adult Education premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Directorate of Adult Education officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
9. The Agency shall ensure that any replacement of the personnel, as required by Directorate of Adult Education for any reason specified or otherwise, shall be effected promptly without any additional cost to the Directorate of Adult Education. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Directorate at Agency's own cost.
10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at Directorate of Adult Education at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, etc shall be borne/supplied by the Agency at its cost.
11. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Directorate of Adult Education/Govt. of India/any State/or any Union Territory.
12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Directorate of Adult Education. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Directorate of Adult Education.
13. The agency shall be solely responsible for compliance to the provisions of various labour and in industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at Directorate of Adult Education or for any accident caused to them and the Directorate of Adult Education shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Directorate of Adult Education for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications
 - I) The Payment of Wages Act 1936
 - II) The Employees Provident Fund Act, 1952
 - III) The Factory Act, 1948
 - IV) The Contract Labour (Regulation) Act, 1970
 - V) The Payment of Bonus Act, 1965
 - VI) The Payment of Gratuity Act, 1972
 - VII) The Employees State Insurance Act, 1948
 - VIII) The Employment of Children Act, 1938
 - IX) The Motor Vehicle Act, 1988
 - X) Minimum Wages Act, 1948
14. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Directorate of Adult Education and maintain liaison with the police. FIR will be lodged by

Directorate of Adult Education, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

15. The agency shall ensure that security staff appointed by them is fully loyal to and assist the Directorate of Adult Education during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the Directorate of Adult Education.

16. In case of any loss that might be caused to the Directorate of Adult Education due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, Directorate of Adult Education shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to Directorate of Adult Education besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, Directorate of Adult Education shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

17. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

18. As and when Directorate of Adult Education requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Directorate of Adult Education. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Directorate of Adult Education shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

19. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to Directorate of Adult Education an attested photocopy of the attendance record, copy of wages sheet, copy of ESIC & EPF deposited form and enclose the same with the monthly bill.

20. The Directorate of Adult Education shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

21. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.

22. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

23. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

24. In case of non compliance/non-performance of the services according the terms of the contract, the Directorate of Adult Education shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.

25. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify Directorate of Adult Education against all the payments, claims, and

liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Directorate of Adult Education premises/facility.

26. The decision of Directorate of Adult Education in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

27. In case of any dispute between the Agency and Directorate of Adult Education, Directorate of Adult Education shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Delhi.

28. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Head, Directorate of Adult Education. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

30. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between Directorate of Adult Education and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

E. Site Visit Any site information given in this tender document is for guidance only. The tenderer is advised to visit and examine the site of works and its surroundings at his/her/their cost and obtain for himself/herself on his/her own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

Payment:

1 Contractor will submit monthly Pre Receipted (affixing the Revenue Stamp) bills dully supported with necessary check list, log sheets etc. along with the proof of deposit of ESI, PF and Service Tax (if applicable). Copy of attendance sheet, copy of wages payment sheet etc. Directorate of Adult Education will makes payment to the contractor within one month after receipt of the bills after deduction of applicable taxes/TDS etc.

2. If the checklist, log sheets and instructions of Directorate of Adult Education does not show proper compliance of works to be done by the contractor as per schedule; Directorate of Adult Education will make suitable deduction from the contractor's bills. If the contractor fails to maintain the services as per contract, in such event Directorate of Adult Education will deduct actual cost incurred on this work plus 5% extra from departmental service charges.

3 In case of short deployment of manpower as given in the contract Directorate of Adult Education will make suitable deduction from the bills on the basis of minimum wages as applicable.

4 The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output. The staff at site will be in uniform with identity card provided by the contractor. The colour of uniform will be decided by Directorate of Adult Education

F. Clarification of Tender Documents. The tender is expected to examine carefully all the contents of the tender documents including instructions, conditions, forms, terms, etc. and take them fully into account

before submitting his/her offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenderers which are not responsive to the requirements of the tender documents will be rejected. The tenderer shall not make or cause to be made any alternation, erasure or obliteration to the text of tender documents. Each agency shall submit only one tender. The tender who submits more than one tender for the same work will be disqualified. While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.


Director,

Directorate of Adult Education.

FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE

(To be furnished in Stamp paper as per Stamp Act)

(At presents not less than Rs.100/-stamp paper)

This deed of Indemnity executed by hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Directorate of Adult Education, 10, Jamnagar House, Shahjahan Road, New Delhi 110011 hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context of meaning thereof, include its successors and assignees witnesses us to.

Whereas the indemnified herein has awarded to the Indemnifier herein a contract for the supply of On terms and conditions set out interalia in the purchaser's contract/Award no..... As well as the contract valued at Rs.....(Rupees only)

And Whereas, clause of the above mentioned contract/Award provides for guarantee (ie) to be free from defect due to faulty material or workmanship for a period of _____

Calendar months from the date of receipt of belt or _____ actual working hours from the date of commissioning whichever is later of the steel cord belts supplied by the Indemnifier to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of the belt not achieving the life guarantee, the indemnifier shall as may be deemed necessary repair of the defective belt at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost of the belt to the extent a life not achieved as per the guarantee, or supply a spare belt for the defective portion only free of cost at site in respect of his contractual obligations emanated from the contract/Award Already referred to the extent of Rs.....(Rupees only)

This indemnity shall be in force upto the date of the item from our end.

(Note:-Please mention Bank details)

Name.....

Designation.....

Seal-----

WITNESS 1..... 2.....