

SHORT TENDER NOTICE FOR ENGAGEMENT OF SECURITY AGENCY

The National Institute of Open Schooling, Regional Centre, Bhubaneswar (The Largest Open Schooling System in the World) requires one security guard for round the clock security of NIOS Regional Centre, at-ELTI Campus, Maitri Vihar, Bhubaneswar.

Interested Security Agency registered with DGR and also paying all statutory payments like EPF, ESI, Bonus, Uniform Allowance etc. to security guards, may obtain Tender form during working hours: 10.00 Am to 5.00 Pm from NIOS Regional Centre free of cost and submit the tender in sealed envelope (Tender Document) so as to reach the undersigned within 10 working days from the date of publication of this notice or latest by 15<sup>th</sup> Dec .2022.

The Regional Director, NIOS, RC, Bhubaneswar may be contacted for further information if any at the address given above during office hours.

Regional Director



**NATIONAL INSTITUTE OF OPEN SCHOOLING**  
**MINISTRY OF EDUCATION, GOVT. OF INDIA**  
**REGIONAL CENTRE BHUBANESWAR**  
ELTI Campus, Maitree Vihar, Near Fortune Towers  
Chandrasekharapur, Bhubaneswar-751023  
Email:rcbbsr@nios.ac.in, Tel No-0674-2302688/2302287

Last Date for receipt of Sealed Tender on dated  
25/12/2022 upto 03.00 P.M.

Tender will be opened at National Institute of  
Open Schooling, Maitri Vihar, Bhubaneswar on  
dated 25/12/2022 at 04:00 P.M.

### **TENDER FORM FOR PROVIDING SECURITY SERVICES**

You may be aware that there are 3 School Educational Boards at National Level i.e., CBSE, ICSE and NIOS. Whereas, first two Boards are looking after the face to face mode of school education, the National Institute of Open Schooling (NIOS) is the only Board at National Level that provides School Education through Open & Distance Learning mode. It is an autonomous institution under the Department of School Education & Literacy, Ministry of Education, Government of India with prime objective to offer academic programmes at Secondary and Senior Secondary levels, including Vocational Education Courses up to Pre-degree level to all with special concern for girls and women, rural youth, working person, differently abled person including members of the deprived sections particularly minorities and SCs/STs. The NIOS has its Head Office at NOIDA and having 22 Regional Centres across the country.

The Regional Director, NIOS, Regional Centre, Bhubaneswar on behalf of National Institute of Open Schooling invites short tender enquiry from the reputed **Security Agency** registered with DGR on the enclosed prescribe proforma (Technical and Financial Bid) duly filled in and complete in all respect, accompanied with requisite EMD of Rs.10,000/- (Rs. Ten Thousand Only) put together in an envelope superscribe "**Tender for Providing of Security / Manpower Services**".

The deployment of the Security Guard(s) will be at the NIOS Regional Centre, Bhubaneswar, ELTI Campus, Maitri Vihar, Chandrasekharapur, Bhubaneswar.

The Security Guard(s) shall be required to work on all the days including all Holidays/Gazetted Holidays/National Holidays – 24 hours a day for round the clock duty.

The Firm/ Agency who fulfil all the requisite criteria and terms & conditions of tender document as given below may apply in two bid system (Technical and Financial Bid) on the enclosed prescribe proforma **Annexure-I** and **Annexure-II** in sealed envelope superscribe as "**Tender for Providing of Security / Manpower Services**" accompanied with a demand draft of Rs.10,000/- (Rs. Ten Thousand only) in favour of **Secretary, NIOS** payable at Bhubaneswar towards EMD to the undersigned by 25/12/2022

## **TERMS AND CONDITION**

### **I. GENERAL CONDITIONS:**

1. The Security Agency will furnish to the NIOS Regional Centre the documentary proof for the medical fitness and police verification of character and antecedents of the Security Guards to be deployed at the NIOS Regional Centre.
2. In case the Ex-servicemen, the Security Agency will provide necessary documentary proof to the NIOS Regional Centre.
3. The Security Guards will wear proper uniform on duty and will be smartly turned out always. Security Guards with dirty and/or mutilated uniform will not be permitted in any case. The agency concerned will submit in writing the dress to be provided by them, separately for Summer as well as for Winter, for their men performing duty at NIOS Regional Centre.
4. All the Security Guards on duty at the NIOS Regional Centre should be properly equipped with the baton/lathi, whistles, torches and other necessary equipments required for the watch and ward duty.
5. Number of Security Guards to be deployed are subject to decrease or increase as per the Security needs of the NIOS Regional Centre. Security Agency must have arrangement of Lady Security Guards also which can be requisitioned by NIOS Regional Centre at the time of need.
6. The Security Agency shall provide personnel for complete continuous Security Service round the clock i.e 24 hrs by changing in rotation or replacement subject to the provision that such person does 8.00 hrs duty daily at the NIOS Regional Centre with an exception of their weekly offs.
7. The Security Agency will provide requisite Identity Card/Badge and other necessary Identification Marks to the Security Guards and NIOS related information.
8. On special occasions VIPs visit to the NIOS Regional Centre and large gathering of candidates of NIOS Regional Centre, the Security Agency will provide additional number of Security Guards to the NIOS Regional Centre, as may be demanded, for casual/specified duty, on short notice, wherever required.
9. The Agency will have to follow the minimum wages norms of Govt. of India for the payment to the Security Guard to be deployed in NIOS, RC, Bhubaneswar. The Security Agency while making payment to its security personnel will also give a pay slip duly signed by its representative giving details of payments made & deductions for EPF and ESI, etc.
10. The Security Agency shall deploy Security Personnel duly trained in fire-fighting or arrange for such training at his expenses within 15 days from the date of award of contract or engagement of Security Personnel. Mock exercise shall also be arranged by the Security Agency periodically in this regard.
11. The security Agency will be directly responsible for payment to their Security Personnel, the wages, provident fund, bonus or any other benefits in accordance with the provision of relevant Acts, Rules & Regulations applicable in the Central Govt. of India. The NIOS Regional Centre shall not entertain any such claim of the Security Personnel employed by the Agency directly.
12. The Security Agency shall make payment of wages by cheques/NEFT to his Security Personnel engaged by it 7<sup>th</sup> of the following month. Wages should be according to

Minimum Wages Act and other Statutory Acts applicable in the central govt. (as per order Dt- 28/09/2022 office of the chief labour commissioner(c). NIOS Regional Centre reserves the right to check periodically payment of wages made by the Security Agency to the Security Personnel. The payment by the Security Agency to its staff including extra manpower, whenever deployed, should be done on pre-defined date in one go in the presence of authorized official duly nominated by the Regional Director, NIOS Regional Centre.

13. The Security Agency shall, at their own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to NIOS Regional Centre and shall comply with the statutory provisions of relevant Contract/Labour (Regulation & Abolition) Act, 1970, the Private Security Agency (Regulation) Act, 2005, Employees State Insurance Act, Workman's Compensation Act 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1950, The Payment of Bonus Act 1965, The Minimum Wages Act 1948, Employer's Liability Act 1938, Employment of Children Act 1938 and many other rules/regulations and/or statutes and may be applicable to them and shall further keep the NIOS Regional Centre indemnified from all acts or omission, fault, breaches and/or any claim demand, loss, injury and expense arising about the compliance of the aforesaid statutory provisions. Security Agency's failure to fulfil any of the obligation hereunder and/or under the said Acts, Rules/Regulations and or any byelaws or rules framed under or any of these, the NIOS Regional Centre shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Security Agency's monthly payments.
14. The Security Agency should comply with the provisions of various Labour Laws applicable in central government in respect of the personnel deployed by the Agency at its cost, wherever applicable. The Security Agency shall be required to obtain and produce an attested copy of labour license from Govt of India/State Govt. Insurance and accident risks of the works will be the responsibility of the Agency.
15. All Security Guards deployed at the NIOS Regional Centre office must satisfy the following requirements as per the section 10 of Private Security Agencies (Regulation) Act, 2005.
  - (a) He/She be a citizen of India or a citizen of such other country as Central Govt. may by notification, in the official gazette, specify.
  - (b) He/She has completed 18 years of age but has not attained the age of 65 years.
  - (c) He/She satisfies the Security Agency about his character and antecedents.
  - (d) In case of male Security Guard, his height should not be less than 160 cms and in case of female Security Guard it should not be less than 150 cms.
  - (e) He/She should be at least 10<sup>th</sup> class pass and should be able to understand, read and write odia, English, Hindi and Roman numbers.
16. Security Agency shall rotate the duty of Security Guards in the NIOS Regional Centre building and ensure that a proper duty roster register is maintained & produce before the Regional Director, NIOS Regional Centre as and when asked for.
17. The Security Agency shall provide the required number of Security Personnel whose daily attendance would be marked in the Attendance Register which will be available with the Regional Director. In the event of Security Personnel, found to be

absent/short in number than the number deployed on any day, a suitable penalty as deemed proper by NIOS Regional Centre would be imposed on the Security Agency.

18. The contract/agreement shall be valid initially for a period of one year from the date of issue of letter to the Security Agency. However, the contract can be extended further with mutual consent only on satisfactory performance of the services of the Security Agency for a further period of two years on the same terms and conditions on the sole discretion of the Regional Director, NIOS Regional Centre.
19. The Security Agency must have proper license/permission from the concerned authorities, wherever applicable, and shall comply with the provisions relating to labour laws, Private Security Agencies (Regulation) Act, 2005/DGR, Income Tax/Service Tax/GST, etc. from time to time.
20. The Security Agency, shall in no case, sub contract/assign the services, which it is required to perform under this agreement, assigned to any other Agency or person without prior written permission from the Regional Director NIOS Regional Centre.
21. The Security Agency on its behalf shall authorize & nominate a person for over all supervision of the Security service and for keeping liaison with NIOS Regional Centre.
22. The Security Agency, on its own, shall arrange to carry out surprise checks in the buildings of the NIOS Regional Centre both during day and night in order to keep a vigil on their Security Guards and for having the Security of good standard.
23. Security Personnel who are medically fit and are verified by the police shall be deployed at the NIOS Regional Centre, satisfying all other aspects stated above & elsewhere.

### **III. STAFF REQUIREMENT, THEIR DUTIES, BEHAVIOUR, ETC.**

01. The Security agency shall comply with all the rules, laws and regulations applicable in respect of personnel deployed by it to NIOS Regional Centre.
02. The Security Agency shall ensure that its personnel are polite, courteous, well mannered, honest and healthy.
03. The Security Personnel deployed by the Security Agency shall not disturb the employees at the NIOS Regional Centre or make any sort of disturbance or noise, pollution in the vicinity of the premises or rooms of Regional Centre.
04. The Security Personnel engaged by the Security Agency shall be fully responsible for any theft, burglary, fire or any other eventually causing damage or loss to the NIOS Regional Centre and any loss/ damage in spite of precautions taken by the Security Agency would be the responsibility of the agency.
05. The Security Personnel deployed by the Security Agency shall not smoke, consume liquor or any other drugs in the premises of NIOS Regional Centre.
06. The Security Agency's workers shall not enter into any unlawful activity within the NIOS Regional Centre premises and shall maintain good moral character and decent behaviour.
07. Security Personnel should be conversant with fire fighting equipments and their operation. They will be responsible for firefighting operations during and after office hours on working day as well as on holidays.
08. The Security Agency shall ensure that all workers of the Security Agency are free from infectious diseases.

09. The Regional Director, NIOS Regional Centre reserves the right to order any of workers of the Security Agency to leave the premises of the NIOS Regional Centre if his presence at any time is felt undesirable.
10. Nobody will be allowed to stay in the office with the Security personnel except the staff of Security Agency on duty.

#### **IV. TERMS OF PAYMENT AND PERIOD:**

The Security Agency shall raise monthly bill in the name of the Regional Director, NIOS Regional Centre and submit the same to the Office of the Regional Director, NIOS Regional Centre, Bhubaneswar along with the proof of depositing of amount of Security Guards deployed at the Regional Centre for ESI, EPF and Service Tax to the concerned authorities together with photocopy of the monthly attendance sheet duly verified by the authorized office of the Regional Centre. The Security Agency shall produce the documentary proof of payment made to Security Guards by 10<sup>th</sup> of every month for the preceding month.

That the contract period awarded to be valid for a period of one year. However, the contract can be extended further with mutual consent only on satisfactory performance of the Security Agency for a further period of two years on the same terms and conditions on the sole discretion of the Regional Director, NIOS Regional Centre. The agreement can be terminated by the Regional Director, NIOS Regional Centre any time in between after giving one month's notice in advance in writing from either side, if the services are not found up to the mark.

#### **V. SECURITY DEPOSIT:**

The Security Agency shall be required to deposit a Security equivalent to 10% of the approximate annual value for the item in the form of Bank Guarantee/ Demand Draft pledged in favour of Secretary, NIOS Regional Centre, Bhubaneswar for a period of not less than 18 months from the date of placing the order to the Security Agency. The said Security deposit shall stand forfeited in case of any default, deficiency of service or breach of contract on the part of the Security Agency.

#### **VI. PENALTY CLAUSE:**

01. The Regional Director, NIOS Regional Centre shall have the right to impose such penalty as it deems fit on the agency or deduct such amount from its Security Deposit in case of NIOS Regional Centre being put to any financial loss directly or indirectly by any act of omission or commission on the part of the Security Agency or their Security Personnel.

02. If the service rendered by the Security Agency is found to be unsatisfactory at any stage a penalty @ 5% to 10% of monthly bill due shall be imposed for default in performance. Exact penalty will be decided/imposed by the Regional Director NIOS Regional Centre considering the nature and gravity of the default. The Regional Director, NIOS Regional Centre shall be at liberty to take other such actions against the Security Agency as deemed fit and proper.

#### **VII. NOTICE OF TERMINATION OF CONTRACT:**

The contract can be terminated by either party by giving one month's notice in writing.

#### **VIII. ARBITRATION:**

In case of any dispute between the Security Agency and NIOS Regional Centre arising out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Regional Director of NIOS Regional Centre on behalf of NIOS and the decision of such Arbitrator shall be conclusive and binding on both the parties. The Arbitration shall be governed by the provisions of the Indian Arbitration Act. 1996.

#### **Encl:**

- 01. Annexure-I , Performa for Technical Bid (2 pages)**
- 02. Annexure-II , Performa for Financial Bid (1 page)**

**NATIONAL INSTITUTE OF OPEN SCHOOLING**  
**Regional Centre, Bhubaneswar**

**Annexure – I**

**TECHNICAL BID FOR PROVIDING OF SECURITY SERVICES**

After having gone through the tender document and terms and conditions of the tender on the subject cited above, I/We/ M/s.\_\_\_\_\_ hereby agree to abide by the terms and conditions therein.

<b>Sl. No.</b>	<b>Particulars to be given with Documentary proof by the Security Agency/ Firm</b>	<b>Status (to be filled by the Security Agency/ Firm) enclosing therewith copy of proof.</b>
1.	Name of the Security Agency/ Firm	
2.	Year of Incorporation of the Firm/ Agency (Attested copy of certificate of Registration should be enclosed)	
3.	Length of experience in Years (Minimum 3 years)	
4.	No. Of Security Personnel available on roll with the Security Agency/ Firm	
5.	Details of experience of having provided Security Services in Govt./Semi. Govt./ reputed organizations (List with names, designation & telephone numbers of the authority should be enclosed)	
6.	Whether labour License under relevant Act from Govt. Is obtained. If so, please attach a copy thereof)	
<b>Sl. No.</b>	<b>Particulars to be given with Documentary proof by the Security Agency/ Firm</b>	<b>Status (to be filled by the Security Agency/ Firm) enclosing therewith copy of proof.</b>
7.	Annual Turn over of the firm/ Agency last 3 years ( in Lakhs of Rupees) 1. 2. 3.	
8.	Employee P.F. Registration No. (Attested copy should be enclosed).	



9.	ESI Registration No. (Attested copy should be enclosed)	
10.	Income Tax Clearance Certificates (Attested copy should be enclosed)	
11.	Services Tax / GST Registration Certificate (Attested copy should be enclosed)	
12.	Whether registered with Directorate General of Resettlement.	
13.	Type of Establishment Whether Govt./ Semi Govt./ Limited/ Private Limited/ Private.	
14.	Present assignment in hand (please give name of the office)	
15.	An EMD in the shape of Demand Draft No. _____ dated _____ drawn on _____ for Rs.10,000/- (Rs. Ten Thousand Only) in favour of Secretary, National Institute of Open Schooling payable at Bhubaneswar is enclosed.	

Signature of the Tenderer / Authorized Signatory

Name of the Tenderer .....

Address of the Tenderer .....

Seal of the Firm.....

.....

Telephone No./ Mobile No.....

**NATIONAL INSTITUTE OF OPEN SCHOOLING**  
**Regional Centre, Bhubaneswar**

**Annexure – II**

**FINANCIAL BID FOR PROVIDING OF SECURITY SERVICES**

<b>Sl. No.</b>	<b>Description</b>	<b>Amount (Per month, Per Guard)</b>
1.	Rate of providing of Security Guard for 8 hrs. Duty, per guard including PF, ESI, GST, Service Charge, other statutory benefits, etc. As per order office of the Chief Labour Commissioner(c), Ministry of Labour & Employment, New Delhi.	

The tenderer has to provide rate breakup of above quoted rates. Any tenderer not providing rate breakup will liable to be rejected.

I/We have gone through the terms and conditions as enumerated in the tender document for providing of Security Services. I/ We agree to abide by all the terms and conditions contained therein and quote our lowest rates in the respective columns of this form.

We hereby undertake that our Agency/ Firm will comply to the Minimum wages' norms fixed by the Govt. of India as on date.

Signature of the Tenderer / Authorized Signatory

Name of the Tenderer .....

Address of the Tenderer .....

Seal of the Firm.....

.....

Telephone No./ Mobile No.....