



राष्ट्रीय मुक्त विद्यालयी शिक्षा संस्थान  
NATIONAL INSTITUTE OF OPEN SCHOOLING

आईएसओ 9001:2015 प्रमाणित/ISO 9001:2015 Certified

क्षेत्रीय केंद्र, हैदराबाद / Regional Centre, Hyderabad

(स्कूल शिक्षा और साक्षरता विभाग, शिक्षा मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्था)

(An Autonomous Institution Under Department of School Education and Literacy, MoE, Govt. of India)

F.NO. 383-24/2022/NIOS/RC-HYD/

DATED: 30<sup>TH</sup> SEPTEMBER, 2022

TO,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBJECT: LIMITED TENDER ENQUIRY FOR PROVIDING OF SWEEPERS**

Sir/Madam,

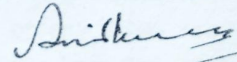
Regional Director, NIOS Regional Centre, Hyderabad on behalf of NIOS invites limited tender enquiry from the reputed Agencies/Firms on the enclosed prescribed pro-forma duly filled in and complete in all respect, accompanied with requisite EMD of Rs.5,000/- (Rupees five thousand only) put together in an envelope superscribed "**Tender for providing of Sweeper Services**".

The deployment of the Sweepers will be at the NIOS Regional Centre, Hyderabad.

The Sweepers shall be required to work on all working days and on holidays on requirement basis.

The Firm/Agency who accepts all the clauses & terms and conditions of tender document appended at **Enclosure-I** may apply in two bid system (Technical and Financial bid) in sealed envelop superscribed as "Tender for providing of Sweeper Services" accompanied with a Demand Draft of Rs. 5,000/- (Rupees five thousand only) in favour of the Secretary, National Institute of Open Schooling Hyderabad towards EMD to the undersigned **on or before 2.00 p.m on 26<sup>th</sup> October, 2022**. The Technical Bid will be opened on the same day **at 3.00 p.m**. The Financial Bid of the bidders qualifying the technical bid will only be opened, the date of which will be intimated to the short-listed bidders at their email addresses/phone. The rest of the bids will be rejected. The Technical Pro-forma and Financial Bid Pro-forma is appended at **Enclosure-II & III** respectively.

Yours faithfully,

  
(Anil Kumar) 30/9/22  
Regional Director



F.NO. 383-24/2022/NIOS/RC-HYD/

DATED: 30<sup>TH</sup> SEPTEMBER, 2022

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**SUBJECT: LIMITED TENDER ENQUIRY FOR PROVIDING OF SWEEPERS**

Sir/Madam,

Regional Director, NIOS Regional Centre, Hyderabad on behalf of NIOS invites limited tender enquiry from the reputed Agencies/Firms on the enclosed prescribed pro-forma duly filled in and complete in all respect, accompanied with requisite EMD of Rs.5,000/- (Rupees five thousand only) put together in an envelope superscribed “**Tender for providing of Sweeper Services**”.

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Yours faithfully,

(Anil Kumar)  
Regional Director

**TERMS AND CONDITIONS OF THE TENDER FOR PROVIDING OF SWEEPER SERVICES**

**The Firm/Agency shall be required to fulfill the following conditions:**

1. The Agency will furnish to the NIOS Regional Centre the documentary proof for the medical fitness and police verification of character and antecedents of the Staff to be deployed at the NIOS Regional Centre.
2. In case of Ex-servicemen, the Agency will provide necessary documentary proof to the NIOS Regional Centre.
3. Number of Staff to be deployed are subject to decrease or increase as per the Multi Task Staff needs of the NIOS Regional Centre.
4. The Agency will provide requisite Identity Card/badge and other necessary Identification marks to the Staff and NIOS related information.
5. The Agency while making payment to its Staff will also give a pay slip duly signed by its representative giving details of payments made & deductions for EPF and ESI, etc.
6. The Agency will be directly responsible for payment to their Staff, the wages, provident fund, bonus or any other benefits in accordance with the provision of relevant Acts, Rules and Regulations applicable in the Telangana (Name of the State/UT). The NIOS REGIONAL CENTRE shall not entertain any such claim of the Staff employed by the Agency directly.
7. The Agency shall make payment of wages by cash or cheques to his Staff l engaged by it 7<sup>th</sup> of the following month in the premises of the NIOS REGIONAL CENTRE. Wages should be according to Minimum Wages Act and other Statutory Acts applicable in the Telangana State/UT. NIOS REGIONAL CENTRE reserves the right to check periodically payment of wages made by the Agency to the Staff. The payment by the 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.
8. The 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 Multi Task Staff Agencies (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 or any 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 from the compliance of the aforesaid statutory provisions. Agency's failure to fulfill any of the obligation hereunder and /or under the said Act, rules/ regulations and or any bye-laws 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 Agency's monthly payments.

9. The Agency should comply with the provisions of various Labour Laws applicable in Telangana State/UT in respect of the personnel deployed by the Agency at its cost, wherever applicable. The 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.

10 All Staff engaged at the NIOS Regional Centre office must satisfy the following requirements He/She should be atleast 10<sup>th</sup> class Pass and should be able to understand, read and write English, Hindi and Roman numbers.

11 The Agency shall provide the required no. of Sweepers whose daily attendance would be marked in the Attendance Register which will be available in the Regional Centre. In the event of Staff, 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 Multi Task Staff Agency.

## **II GENERAL CONDITIONS**

12 (a) This agreement is entered into on a principal-to principal basis. Nothing in this agreement creates any other relationship between NIOS REGIONAL CENTRE & the Agency including any relationship or partnership, agency, trust, joint venture or otherwise;

(b) The contract/agreement shall be valid initially for a period of one year from the date of issue of letter to the Agency. However, the contract can be extended further with mutual consent only on Outstanding/Excellent performance of the services of the Agency for a further period of two years on the sole discretion of the Regional Director, NIOS Regional Centre.

(c) The Agency must have proper license/permission from the concerned authorities, wherever applicable, and shall comply with the provisions relating to Labour Laws, Private Multi Task Staff Agencies (Regulation) Act, 2005/DGR, Income Tax/Service Tax, etc. from time to time.

(d) The 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.

(e) The Agency on its behalf shall authorize & nominate a person for over all supervision of the Staff service and for keeping liaison with NIOS Regional Centre.

(f) The 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 Staff and for having the Staff of good standard.

(g) Staff 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.

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

- 13 (a) The Agency shall comply with all the rules, laws and regulations applicable in respect of personnel deployed by it to NIOS REGIONAL CENTRE.
- (b) The Agency shall ensure that its personnel are polite, courteous, well mannered, honest and healthy.
- (c) The Staff deployed by the Multi Task Staff 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.
- (d) The Staff deployed by the Agency shall not smoke; consume liquor or any other drugs in the premises of NIOS Regional Centre.
- (e) The Agency's workers shall not enter into any unlawful activity within the NIOS Regional Centre premises and shall maintain good moral character and decent behavior.
- (f) The Agency shall ensure that all workers of the Agency are free from infectious diseases.
- (g) The Regional Director, NIOS Regional Centre reserves the right to order any worker of the Agency to leave the premises of the NIOS Regional Centre if his presence at any time is felt undesirable.

## **IV. TERMS OF PAYMENT**

14. The 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, Hyderabad. alongwith the proof of depositing of amount of Staff deployed at the Regional Centre for ESI, PF 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 Agency shall produce documentary proof of payment made to Multi Task Staff Guards by 10th of every month for the preceding month.

## **V. SECURITY DEPOSIT**

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

## **VI. PENALTY CLAUSE**

16 (a) 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 Staff 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 Staff Agency or their Multi Task Staff Personnel.

(b) If the services rendered by the Agency are 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 & gravity of the default. The Regional Director, NIOS Regional Centre shall be at liberty to take other such actions against the Agency as deemed fit and proper.

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

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

## **VIII. ARBITRATION**

18. In case of any dispute between the 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.

## **IX. JURISDICTION**

19. The Courts of Delhi will have jurisdiction over all legal disputes under this agreement.

.....

**TENDER FORM FOR PROVIDING OF SWEEPER SERVICES****TECHNICAL BID**

The Regional Director,  
NIOS Regional Centre,  
Hyderabad

**SUBJECT : TENDER FOR PROVIDING OF SWEEPER SERVICES.**

Sir,

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 Agency/Firm</b>	<b>Status (to be filled by Agency/Firm) enclosing therewith copy of proof.</b>
1	Name of the 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	
4	No of Sweepers available on roll with the Agency/Firm	
5	Details of experience of having provided Sweeper 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)	

7	Annual Turnover of the Firm/Agency in Lakhs of Rupees 1. 2021-22 2. 2020-21 3. 2019-20	
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 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. 5000/- (Rupees five thousand only) in favour of the Regional Director, National Institute of Open Schooling Regional Centre Account, ..... is enclosed.	

Signature of the Tenderer/Authorized Signatory

Name of the tenderer -----

Address of the Tenderer-----

Seal of the Firm:

Telephone No/ Mobile No.-----



## FINANCIAL BID

## TENDER FOR PROVIDING OF SWEEPER SERVICES

S.No	Description	Amount (Per month, per Sweeper)
01	Rate for providing of Sweeper for 8 hrs. duty, per guard including PF, ESI, Service Tax, Service Charge, other statutory benefits, etc.	1. Full Time Rs. 2. Part Time Rs.

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 Sweeper 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. as on date.

Signature of the Tenderer/Authorized Signatory

Name of the tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----

FORMAT FOR LETTER FOR AWARD OF CONTRACT FOR PROVIDING SWEEPER SERVICES

(To be issued on the letter head of the NIOS Regional Centre)

No.NIOS/RC /...../11  
\_\_\_\_\_2022

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBJECT: AWARD OF CONTRACT FOR PROVIDING OF MULTI TASK STAFF SERVICES**

Sir,

In response to your tender dated .....for undertaking the work of providing of Sweeper Services at NIOS Regional Centre, \_\_\_\_\_, I am pleased to inform you that your tender on the subject cited above has been accepted on the following rates quoted by you in your tender.

Sweeper (One No. Full Time  
for 8.00 hrs duty) : Rs..... @ Rs. .... per one person.

Sweeper (One No. Part Time  
for 2.00 hrs duty) : Rs..... @ Rs. .... per one person.

You are required to enter in to an agreement with NIOS Regional Centre (copy attached). Please arrange to submit the agreement papers in duplicate on a non-judicial stamp paper worth Rs,100/- duly signed under proper seal affixed on it for signature of the Regional Director, NIOS Regional Centre on behalf of NIOS as per the terms stipulated in the tender document which has already been agreed to and accepted by you. A copy of the agreement will be returned to you after the same is signed by the Regional Director, NIOS Regional Centre.

The contract period will be valid for a period of One year w.e.f. \_\_\_\_\_. The agreement can be terminated in between also after giving one month notice in writing from either side, if the services are not found up to the mark.

You are requested to deposit a sum of Rs. .... as deposit equivalent to 10% of the approximate annual value for the said work in the form of Bank Guarantee pledged in favour of Regional Director, NIOS Regional Centre Account,..... for a period of not less that 18 months from the date of placing the order with the Multi Task Staff Agency towards faithful implementation of the contract. The said Multi Task Staff deposit shall stand forfeited in case of any default, deficiency of service or breach of contract on the part of the Multi Task Staff Agency.

You are called upon to complete all the necessary formalities and start providing Sweeper services to NIOS w.e.f.\_\_\_\_\_ positively.

Yours sincerely,

Regional Director

**AGREEMENT**

Agreement for the provision of Sweepers between National Institute of Open Schooling Regional Centre.....(Complete Address) and .....(Complete Name and Address of Agency).

This agreement is made on this ..... between NIOS Regional Centre, An Autonomous Organisation of the MoE, Govt. of India having its Regional office at..... through its Regional Director on behalf of NIOS Regional Centre (hereinafter referred to as NIOS Regional Centre the Party of the 1<sup>st</sup> Part) which expression shall unless excluded by or repugnant to the context be deemed to include his successor, representative and assign.

And

.....  
...(Name and Address of the Agency) hereinafter called the party of the 2<sup>nd</sup> part which expression shall, unless excluded by or repugnant to the context be deemed to include his successor, representative and assign.

Whereas it is necessary to draw the agreement between the two parties confirming the terms and conditions which are as follows: -

1. That the 2<sup>nd</sup> party shall provide the requisite number of Sweepers as desired and required by the 1<sup>st</sup> party from time to time.

**That the contract period awarded to 2nd party shall be valid for a period of one year w.e.f. .... to .....** However, the contract can be extended further with mutual consent only on Outstanding/Excellent performance of the services of the Agency for a further period of two years 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.

2. That the 2<sup>nd</sup> party shall provide the **One(Full Time and One Part Time** number of Sweepers for duty to work at the NIOS REGIONAL CENTRERegional Centre, ..... of the 1<sup>st</sup> party.

**I. CONDITIONS TO BE FULFILLED**

1. The Agency will furnish to the NIOS Regional Centre the documentary proof for the medical fitness and police verification of character and antecedents of the Sweepers to be deployed at the NIOS Regional Centre.

2. In case of Ex-servicemen, the Agency will provide necessary documentary proof to the NIOS Regional Centre.

3. The Agency will provide requisite Identity Card/badge and other necessary Identification marks to the Sweepers and NIOS related information.
8. The Agency while making payment to its Staff will also give a pay slip duly signed by its representative giving details of payments made & deductions for EPP and ESI, etc.
10. The Agency will be directly responsible for payment to their Staff, the wages, provident fund, bonus or any other benefits in accordance with the provision of relevant Acts, Rules and Regulations applicable in the State of Telangana (Name of the State/UT). The NIOS REGIONAL CENTRE shall not entertain any such claim of the Multi Task Staff Personnel employed by the Agency directly.
- 12 The Agency shall make payment of wages by cash or cheques to Staff engaged by it 7<sup>th</sup> of the following month in the premises of the NIOS REGIONAL CENTRE. Wages should be according to Minimum Wages Act and other Statutory Acts applicable in the State of Telangana (State/UT). NIOS REGIONAL CENTRE reserves the right to check periodically payment of wages made by the Agency to the Staff. The payment by the 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 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 Multi Task Staff Agencies (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 or any 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 from the compliance of the aforesaid statutory provisions. Agency's failure to fulfill any of the obligation hereunder and /or under the said Act, rules/ regulations and or any bye-laws 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 Multi Task Staff Agency's monthly payments.
- 14 The Agency should comply with the provisions of various Labour Laws applicable in State of Telangana (State/UT) in respect of the personnel deployed by the Agency at its cost, wherever applicable. The 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 Staff deployed at the NIOS Regional Centre office must satisfy the following requirements as per the section 10 of Private Multi Task Staff 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 Multi Task Staff Agency about his character and antecedents.
- (d) He/She should be atleast 10<sup>th</sup> class Pass and should be able to understand, read and write English, Hindi and Roman numbers.

16 The Agency shall provide the required no. of Staff whose daily attendance would be marked in the Attendance Register which will be available with the Regional Director. In the event of Staff 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 Agency.

## **II GENERAL CONDITIONS**

18 (a) This agreement is entered into on a principal-to principal basis. Nothing in this agreement creates any other relationship between NIOS REGIONAL CENTRE & the Agency including any relationship or partnership, agency, trust, joint venture or otherwise;

(b) The contract/agreement shall be valid initially for a period of one year from the date of issue of letter to the Agency. However, the contract can be extended further with mutual consent only on Outstanding/Excellent performance of the services of the Agency for a further period of two years on the sole discretion of the Regional Director, NIOS Regional Centre.

(c) The Agency must have proper license/permission from the concerned authorities, wherever applicable, and shall comply with the provisions relating to Labour Laws, Private Multi Task Staff Agencies (Regulation) Act, 2005/DGR, Income Tax/Service Tax, etc. from time to time.

(d) The 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.

(e) The Agency on its behalf shall authorize & nominate a person for over all supervision of the Staff service and for keeping liaison with NIOS Regional Centre.

(f) Multi Task Staff 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.**

19 (a) The Agency shall comply with all the rules, laws and regulations applicable in respect of personnel deployed by it to NIOS REGIONAL CENTRE.

(b) The Agency shall ensure that its personnel are polite, courteous, well mannered, honest and healthy.

- (c) The Staff deployed by the Multi Task Staff 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.
- (d) The Staff deployed by the Multi Task Staff Agency shall not smoke; consume liquor or any other drugs in the premises of NIOS Regional Centre.
- (e) The Agency's workers shall not enter into any unlawful activity within the NIOS Regional Centre premises and shall maintain good moral character and decent behavior.
- (f) The Agency shall ensure that all workers of the Agency are free from infectious diseases.
- (i) The Regional Director, NIOS Regional Centre reserves the right to order any worker of the Agency to leave the premises of the NIOS Regional Centre if his presence at any time is felt undesirable.
- (j) No body will be allowed to stay in the office except the staff of Agency on duty.

#### **IV. TERMS OF PAYMENT**

20 The 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, ..... alongwith the proof of depositing of amount of Staff deployed at the Regional Centre for ESI, PF 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 Multi Task Staff Agency shall produce documentary proof of payment made to Staff by 10th of every month for the preceding month.

#### **V. DEPOSIT**

21. The Agency shall be required to deposit an amount equivalent to 10% of the approximate annual value for the item in the form of Bank Guarantee pledged in favour of Regional Director, NIOS Regional Centre, Hyderabad for a period of not less than 18 months from the date of placing the order to the Agency. The said deposit shall stand forfeited in case of any default, deficiency of service or breach of contract on the part of the Multi Task Staff Agency.

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

22 (a) 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 Staff 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 Agency or their Staff.

(c) If the services rendered by the Agency are 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 & gravity of the default. The Regional Director, NIOS Regional Centre shall be at liberty to take other such actions against the Agency as deemed fit and proper.

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

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

## **VIII. ARBITRATION**

24. In case of any dispute between the 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.

## **IX. JURISDICTION**

25. The Courts of Delhi will have jurisdiction over all legal disputes under this agreement.

## **X. ACCEPTANCE OF THE TENDERER**

26. All the clauses of tender document and conditions enumerated in this document have been read by me/us and are acceptable to me/us.

1st Party (Signature with Seal)  
NIOS REGIONAL CENTRE

2nd Party (Signature with Seal)  
AGENCY

Witness:-

1. Name and complete Address

2. Name and complete Address

Witness:-

1. Name and complete Address

2. Name and complete Address

**SPEED POST**

**National Institute of Open Schooling**  
**A 24/25, Sector-62, Noida-201309 (U.P.)**

No. NIOS /Mtce./RC-Dehradun/Multi Task Staff/2008  
10.06.2011

To,  
All the Regional Director  
of NIOS REGIONAL CENTRES

**SUBJECT: - HIRING OF MULTI TASK STAFF SERVICES FOR REGIONAL CENTRE  
REGARDING.**

Sir/Madam,

It has been observed that proposals for hiring of Multi Task Staff Guard (round the clock) are being received from the Regional Centres of NIOS at the verge of expiry or after the expiry of the contract which has been viewed seriously by the Competent Authority of NIOS. In this connection, I would like to inform you that as per revised Delegation of Financial Powers approved by the 58th Executive Board of NIOS in its meeting held on 11th March, 2011, you may take action for hiring the Multi Task Staff Services at your end.

As per Delegation of Financial Powers, Regional Director has full power for hiring of Multi Task Staff Services if requirement is only for one Multi Task Staff Guard round the clock. In other cases, approval for deployment of Multi Task Staff Guards at the Regional Centre shall be required to be taken from the Secretary, NIOS prior to initiating action for hiring of Multi Task Staff Services.

To facilitate in aforesaid work, following documents are appended herewith:

<b>Annexure-I</b>	Guidelines for hiring of Multi Task Staff Services;
<b>Annexure-II</b>	Specimen copy of the limited tender enquiry document;
<b>Enclosure-I of Annexure-II</b>	Terms and Conditions of the tender for providing of Multi Task Staff Services
<b>Enclosure-II of Annexure-II</b>	Technical Bid Form for providing of Multi Task Staff Services
<b>Enclosure-III of Annexure-II</b>	Financial Bid Form for providing of Multi Task Staff Services
<b>Annexure-III</b>	Format for Letter for Award of Contract for providing Multi Task Staff Services
<b>Annexure-IV</b>	Agreement to be executed with the Multi Task Staff Agency

This is only guidelines for hiring of Multi Task Staff Services at the Regional Centres. However, the Regional Centres may do the minor modification without deviating GFR, 2005 as per local requirement. Regional Centres shall also ensure minimum basis to be paid to the Multi Task Staff Guard hired as per Contract Labour (R&A) Act, 1970 of the Govt. of India, Ministry of Labour & Employment.

Yours sincerely,

Sd/-  
( Sunil Kaura )  
Joint Director(Admn.)

Encls.: As above



**ANNEXURE-I**

**GUIDELINES  
FOR HIRING OF MULTI TASK STAFF SERVICES.**

Regional Centre of NIOS shall be required to execute the work for hiring of Multi Task Staff Services i.e. outsourcing of services after following the procedure as enumerated in Rule 178 to 185 of the General Financial Rules, 2005 as per following guidelines.

- 1) The Regional Centre should prepare a list of likely and potential Contractors on the basis of formal or informal enquiries from other nearby Govt. organizations involved in similar activities, scrutiny of 'Yellow pages' and trade journals, if available, website, etc. In case not able to get names of potential Contractors, Regional Centre may give a small advertisement in the local daily newspaper.
- 2) The Regional Director should prepare a tender enquiry containing inter alia:
  - i) The details of work or service to be performed by the Contractor;
  - ii) The facilities and the inputs which will be provided to the Contractor by the Regional Centre;
  - iii) Eligibility and qualification criteria to be met by the Contractor for performing the required work/service and
  - iv) The statutory and contractual obligations to be complied with by the Contractor.
  - v) While finalizing the limited tender enquiry, the conditions of Minimum Wages Act must be followed by the agency. Besides, all the statutory conditions i.e. ESI, PF, Service Tax and other conditions may also be followed by the agency providing Multi Task Staff services.

In this regard, A specimen copy of the limited tender enquiry document (**Annexure-II**), Format of letter for award of contract for providing of Multi Task Staff Services (**Annexure-III**) and Agreement to be executed with the Multi Task Staff Agency (**Annexure-III**) are appended herewith which may be modified by the Regional Centre as per their requirement and quantum of work arising at their Centre.

- 3) For estimated value of the work or service upto Rupees ten lakhs or less, NIOS Regional Centre should scrutinize the preliminary list of likely Contractors as identified as per Rule 179 above, decide the prime facie eligible and capable Contractors and issue limited tender enquiry to them asking for their offers by a specified date and time, etc. as per standard practice. **The number of the Contractors so identified for issuing limited tender enquiry should not be less than six.** Limited tender enquiry may also be uploaded on NIOS website for wide publicity.
- 4) For estimated value of the work or service above Rupees ten lakhs, NIOS Regional Centre should issue advertised tender enquiry asking for offers by a specified date and time, etc. in at least one popular largely circulated national newspaper and website of the NIOS Regional Centre or the NIOS Head Quarters. Minimum 21 days may be allowed to the Contractors for quoting their bids.
- 5) Bids received after the specified date and time of receipt should not be considered.

- 6) The Regional Centre should evaluate, segregate, rank the responsive bids and select the successful bidder for placement of the contract.
- 7) Regional Director shall require to sign an agreement on a Non-Judicial Stamp Paper worth Rs. 100/- (in duplicate) with the Multi Task Staff Agency on behalf of NIOS.
- 8) While making payment to the Contractor on monthly basis, Regional Centre must ensure following points.
  - i) Multi Task Staff Guard has been provided by the Multi Task Staff Agency for round the clock duty at Regional Centre;
  - ii) Proper uniform has been provided by the Multi Task Staff Agency to Multi Task Staff Guard deployed on duty;
  - iii) Multi Task Staff Guard on duty has been equipped with the baton/lathi, whistle, torch and other necessary equipments required for the watch and ward duty by the Multi Task Staff Agency;
  - iv) Proper duty roster register of the Multi Task Staff Guard deployed on duty is being maintained by the Multi Task Staff Agency;
  - v) Requisite Identity Card/badge and other necessary Identification mark to the Multi Task Staff Guard and information related to NIOS has been provided by the Multi Task Staff Agency;
  - vi) Necessary remittances like ESI & PF for the Multi Task Staff Guard deployed on duty at Regional Centre has been made by the Multi Task Staff Agency to respective authorities;
  - vii) Service Tax has also been deposited by the Multi Task Staff Agency to the respective authority on monthly basis;
  - viii) Performance of the Multi Task Staff Guard deployed by the Multi Task Staff Agency is Satisfactory.
- 9) Regional Centre will send a proposal of Annual budget estimate to Accounts Deptt. for release of funds for making the monthly payment to the Multi Task Staff Agency after award of contract to the Multi Task Staff Agency.
- 10) On receipt of Annual budget estimate from the Regional Centre, the Accounts Deptt. will put up the case for approval of the Competent Authority for release of funds for payment to be made to the Multi Task Staff Agency.
- 11) On receipt of Annual budget from the Accounts Deptt., the Regional Director concerned will make the payment to the Multi Task Staff Agency on monthly basis after ensuring the points mentioned in para 8 above.

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**NIOS**  
**REGIONAL CENTRE – HYDERABAD**

It is submitted that vide letter dt.6<sup>th</sup> October, 2018 the JD (Admn.), NIOS HQ conveyed approval of the competent authority for engagement of one multi task staff for D.El.Ed. Project through outsourcing agency. As such we may invite quotations from the registered outsourcing agencies. A draft limited tender enquiry is prepared for kind approval.