

**TENDER FORM****DSOI MEMBERS ARE DEBARRED FROM APPLYING****TECHNICAL BID  
FOR SECURITY SERVICES AT  
DSOI, SECTOR 26, PANCHKULA****FOR THE PERIOD FROM 01 NOV 24 TO 31 OCT 25**

1. Name \_\_\_\_\_  
(If Ex- service man give particulars)
2. Father's Name \_\_\_\_\_
3. Name of the Company \_\_\_\_\_
4. Address \_\_\_\_\_  
\_\_\_\_\_
5. Telephone/ Mobile Nos. \_\_\_\_\_
6. Experience \_\_\_\_\_
7. Organization where Security persons are being provided, with brief details.
8. No of Security guards on Payroll \_\_\_\_\_
9. Testimonial copies, if any, be attached :-  
  - (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
  - (iii) \_\_\_\_\_
10. Financial status \_\_\_\_\_  
(PAN No and copy of Income Tax Returns for last three years)
11. Turn over during the FY 2024-2025 \_\_\_\_\_
12. Earnest Money Rs. 25,000/- vide Demand Draft No. \_\_\_\_\_ dt \_\_\_\_\_  
drawn in favour of DSOI, Sector 26, Panchkula payable at Panchkula is enclosed.

Place: .....

Signature .....

Date : .....

Name: .....

**FINANCIAL BID**

**FOR SECURITY SERVICES AT  
DSOI, SECTOR 26, PANCHKULA  
FOR THE PERIOD FROM 01 NOV 2024 TO 31 OCT 2025**

- 1. Name \_\_\_\_\_  
(If Ex- service man give particulars)
- 2. Father's Name \_\_\_\_\_
- 3. Name of the Company \_\_\_\_\_
- 4. Status of the Coy/ Agency \_\_\_\_\_  
(Whether proprietorship or partnership or Pvt. Ltd) with relevant documents of Registration).
- 5. Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 6. Telephone/ Mobile Nos. \_\_\_\_\_
- 7. Service charges(Minimum 3.85%) \_\_\_\_\_  
(With justification, if any)

**Amplification Notes:**

- 1. People employed will be paid as per Assistant Labour Commissioner of Haryana Minimum Wages/ Other Govt. Statutory charges applicable as per existing/ revised rates. Accordingly, EPF and ESI Charges shall be deducted as per existing rates.
- 2. GST as applicable in addition to above rates.
- 3. In case of more than one L1, Board of Officers will evaluate L1 based on various parameters such as experience, No of Institutes/organization being served, No of Security guards on Payroll, location of offices affecting response time, turnover, etc. The board may also ask the firms to give presentation. The decision of the Board will be final.
- 4. Relieving charges should be mentioned.

Place: .....

Signature .....

Date : .....

Name .....

SCOPE OF WORK

1. Safeguarding the DSOI property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles, etc., parked inside the premises/compound.
2. All entry and exit gates will have to be closed as per the time schedule given by the Competent Authority from time to time, and preventing unauthorized persons, vehicles etc., or animals to entering the premises.
3. Taking charge of any unattended personal property found in the DSOI premises and bringing the same to the notice of /handing over the same to the authorized / designated official.
4. Watching the entire premises and patrolling the same frequently during the period of duty.
5. Preventing additions or alterations in the premises being carried out by outsiders or unauthorized persons and reporting the matter to the authorized / designated official
6. Checking and to ensure that all doors, windows, ventilators in the case of office buildings and DSOI building are properly closed after office/business hours, locking of main door, checking of electrical lights, air conditioners, and electrical gadgets that these are properly switched off, wherever necessary. Also to ensure that all water taps/ faucets are properly turned off outside the premises wherever necessary.
7. In case of theft or damage by any person to the property or any untoward incident or unusual occurrence, informing about the same to the Head of the department/Security Officers/ authorized / designated official.
8. Ensuring that no person has remained inside the premises while locking the building / premises.
9. To keep a check on all incoming and outgoing property/goods to ensure that the same are carried by authorized person(s) for bona-fide purpose with proper gate pass duly signed by the competent authority. For this security guards would be required to maintain details in the register with the signature of person taking out the property/goods or bringing in any property/goods.
10. To keep a record of movement of employees of other Licensee(s)/ Service Provider(s), who have been permitted to enter/stay in the DSOI premises.
11. To keep a record of persons/visitors entering and leaving premises in a register and in case of any discrepancy, to bring it to the knowledge of DSOI management.
12. To maintain "Round the clock" security services in the DSOI premises wherever required and not to leave the place of duty under any circumstances until and unless properly relieved by relieving Security Guards, i.e. by signing in handing over / taking over register.
13. To keep strict vigil on suspicious looking persons/objects and take immediate action as deemed suitable.
14. To maintain highest order of integrity, moral and social responsibility especially towards ladies and senior members.

15. To act as a reliable informer to the DSOI authorities for safeguarding the organization's interest.
16. To manage the parking of vehicles in the space allotted within the parking area.
17. Taking the following action in case of a fire:-
  - (a) To raise alarm and muster assistance from neighboring buildings/passersby.
  - (b) To contact immediately fire brigade and the police, and try to put out the fire by using the fire extinguishing appliances available.
  - (c) To inform immediately the Head of the Office or the Head of the Establishment and the Security Officer.
18. Every security guard will have to report at Admin office and sign the attendance register.

The Service Provider/Licensee shall facilitate to introduce and enforce necessary security system with the approval of DSOI, Sector 26, Panchkula. The above Scope of Services is illustrative and not exhaustive. The Licensee may be assigned any duty/function with regards to Security of Premises from time to time.

Place:

Date:

**Signature of vendor with seal**

**TERMS AND CONDITIONS**  
**FOR SECURITY EMPLOYMENT ON CONTRACT/ CASUAL BASIS AT**  
**DSOI, SECTOR 26, PANCHKULA**

1. The terms and conditions alongwith the Scope of work, Technical Bid and Financial Bid will form part of the tender to be submitted by the Bidder/ Contractor, hereinafter referred to as „Licensee“ to DSOI, Sector 26, Panchkula, hereinafter referred to as „Licensor“.
2. With reference to your advertisement publishment published in the newspapers of ..... (Local) and .....(Local) on ..... for services of contractual and casual staff for Security Guards. Technical Bid and Financial Bid (in separate sealed envelopes) are enclosed alongwith Scope of Work duly signed on each page.
3. The licensee shall provide requisite number of trained personnel for Security Services at own cost and expenses and Licensor shall not pay any emoluments to such personnel and shall not be liable for any expenses except as provided for in the contract.
4. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as words. Correction/ Omission/ Overwriting/ Cutting should be dated and initialled. If there is difference in words and figures, the rates written in words shall be taken for calculation.
5. The tender should be signed at all places provided therein. Also all pages and corrections/ alterations should be initialled. Each sheet of the tender document is required to be signed alongwith the seal by the authorized person/ persons submitting the tender in token of his/ their having acquainted themselves with the Tender General Terms and conditions, Technical Bid, financial bid, and all other clauses of this tender document. Any tender document not so signed may be liable for rejection.
6. The Licensor reserves the right to reject an offer if it is incomplete/not accompanied by all stipulated documents as required /if any of the terms and conditions stipulated in this document are not accepted and in case of incorrect and invalid data submitted.
7. The contract shall be deemed to have commenced w.e.f **01 Nov 2024** to **31 Oct 2025** (one year). The contract may be extended by another year subject to mutual consent of both the Licensor and the Licensee.
8. The Licensee undertakes to provide service through its own enrolled persons at its own costs, expenses and the "Licensor" shall not make any payment whatsoever by way of emoluments to such persons directly.
9. Duty hours of Security Guards will be on 8 hours basis and time slot will be decided by Licensor and communicated to the Licensee for providing security services.
10. The punctuality & quality in rendering of the said services are the essence of the contract and the Licensee undertakes to abide by them at all times.
11. The Licensee Providing Security Services shall ensure that all Security Guards/ persons deployed by it shall be efficient, skilled, healthy, honest, conversant with their nature of job, medically fit and should not be beyond 55 years of age.

12. Licensor reserves the right to reject any staff provided by the licensee and if immediate replacement is not made, no wages will be chargeable for that day.
13. Every employee so engaged by the Licensee shall wear uniform and a badge wearing his name, while on duty. The said uniform, badge, whistle, Torch, batten and such other items necessary in discharging of duties shall be provided by the Licensee at his own cost.
14. The Licensee alone shall have the right to take disciplinary action against any person(s) engaged /employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Licensor. The Licensor shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Licensee for any purpose whatsoever nor would the Licensor be liable for any claim(s) whatsoever of any person(s) of the Licensee.
15. In case Licensor is required to meet any liability in respect of any person(s) engaged/employed by the Licensee by virtue of their working at the premises of the Licensor, it would be open and lawful for Licensor to deduct the amount(s) of any such liability from and out of dues payable to the Licensee.
16. The Licensee shall be responsible for all injuries and accidents to persons, employed by him.
17. The Licensee shall be responsible for the conduct and behavior of his employees. If any employee of the Licensee is found misbehaving with the institute staff, the Licensee shall take necessary and appropriate action immediately. Non- Disclosure of Confidential Information will be the sole responsibility of the Licensee. For this the Licensee shall depute persons of good integrity and honesty who will not divulge information in his possession by virtue of his working with the Licensor. Licensee shall be liable for any loss caused to the Licensor due to any such wrongful disclosures.
18. In the event of any loss/damage being occasioned to Licensor on account of the negligence of the Licensee's employees, the Licensee shall make good the loss sustained by Licensor either by replacement of the material/equipment or payment of compensation.
19. The Licensee shall not appoint any sub-licensee to carry out any obligations under the contract.
20. The Licensee Providing Security Services shall furnish the list of guards deployed in Licensor premises with certified bio data containing details like DOB, marital status, local & permanent address, mobile number, ID proof, Aadhaar, bank details ,police verification report etc.
21. Should the Licensee commit any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the Licensor from time to time , it shall be open and lawful for the Licensor to terminate this agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or Licensee at the risk and cost of the Licensee and the Licensee shall have no right to claim any compensation whatsoever on this account.
22. No advance payment shall be made against the work order/services. All payments to the Licensee shall be made by cheque only after Tax Deducted at Source (T.D.S.) as per the provisions of Income Tax Department as amended from time to time and a certificate to this effect shall be provided to the Licensee. The Licensee shall raise the

invoice / bill and the Licensor agrees to pay such invoices/bills within 15 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract.

23. Licensor has right to increase or decrease in number of Security Guards and also may decide whether security services are required or not at any location.

24. Licensor shall have the right to conduct a search of the Licensee's employees/agents and/or any of their vehicles used for transportation of materials while entering/going out of the Licensor's premises or inside the premises.

25. If the Licensor notices that the personnel of the Licensee has/have been negligent or careless in rendering the said services, the same shall be communicated immediately to the Licensee who will devise corrective steps immediately to avoid recurrence of such incidents and report to the designated officer of Licensor its action plan.

26. If any of the personnel of the Licensee indulges in theft or any illegal/irregular activities, misconduct, the Licensee will take appropriate action against its erring personnel and intimate accordingly to the Licensor.

27. The Licensee shall at all-time indemnify and keep indemnified the LICENSOR against any/all claims of/by its employees including but not restricted to the claims under the Workmen's Compensation Act, 1923 ; Payment of Minimum Wages Act; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Employees' State Insurance Act or any other Act(s) or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or other personnel of the Licensee or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in the employment of the Licensee or not, who provided or provides the said services under this Agreement **.(On Rs.100/- stamp paper duly Notarized).**

28. The employees of the Licensee shall never be considered to enjoy any right to enter the premises of Licensor by virtue of this agreement or otherwise at any time except with the prior permission of Licensor.

29. In the event of failure of the Licensee to provide the services or part thereof, as mentioned in this agreement for any reasons whatsoever, the Licensor shall be entitled to procure services from other sources and the Licensee shall be liable to pay forthwith to the Licensor, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof. Further no payment shall be made for person remaining absent or where services rendered are not found satisfactory.

30. If, at any time, during the operation of this Agreement or thereafter the Licensor is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Licensee or to any third party, the Licensee shall immediately pay to the Licensor all such amounts and costs also and in all such cases/events the opinion of the Licensor shall be final and binding upon the Licensee. The Licensor shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Licensee and if such amount is not fully recovered, the Licensor shall be entitled to recover the balance amount through legal recourse.

31. The Licensee further agrees to absolve the Licensor from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Licensee. It is clearly understood that should the Licensor be called upon to make any payment to any authority, the Licensee shall reimburse such amounts to the Licensor whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the Licensor for any default of the Licensee or its employees committed during the operation of this Agreement, the Licensee shall pay the Licensor such amount on demand without protest.

32. It is clearly understood by the licensee that the persons employed by the Licensee for providing Security services as mentioned herein, shall be the employees of the Licensee and not of Licensor. The Service Provider shall be liable to make payments to its said employees towards their monthly wages/ salaries and other statutory dues like EPF, ESI, minimum wages, bonus, gratuity, etc.

33. The parties hereto have considered agreed to and have a clear understanding on the following aspects:-

(a) This Agreement is for providing SECURITY SERVICES and is not an Agreement for supply of Contract Labour.

(b) The Licensor shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards Licensee's employees/agents or to the said employees/ agents directly and/or indirectly, in any manner whatsoever.

(c) That the employees/ personnel of Licensee rendering the services under this Agreement, shall never be deemed to be the employees of the Licensor in any manner whatsoever and shall not be entitled for employment, salary/ wages, damages, compensation or anything arising from their deployment by Licensee for rendering the said services.

34. During the contract period, if the rate of minimum wages payable to the personnel deployed by "the Firm/ Licensee/ Organisation/ Service provider" increases by State Government of Haryana and if the increase extends beyond the above agreed rate, then "the Licensor shall increase the above accepted rate to the extent of the difference amount only and the above agreed rate shall be deemed to have been modified accordingly. No other increase in the amount quoted by the selected Licensee shall be entertained on any account during the period of the contract. In case of any statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the tender, the increase in rates of wages mention in financial bid shall be set off by the Licensor by giving proportionate increase.

#### **OBLIGATION OF THE CONTRACTOR/ LICENSEE : STATUTORY COMPLIANCE**

35. The Licensee, being the employer in relation to persons engaged/ employed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages/ salaries to such persons which in any case will not be less than the minimum wage as fixed or prescribed for the category of workers employed by him from time to time by the State Government Haryana.

36. The Licensee shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/ privileges as applicable to persons engaged/ employed by him including that of Provident Fund, ESI, Workmen's

Compensation Act, Bonus, Gratuity, Minimum Wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Licensee, the Licensee alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this agreement.

37. The Licensee shall obtain appropriate licenses under Contract Labour (Regulation & Abolition) Act, 1970 and 1971 (Central/State), license under Private Security Agencies Regulation Act, 2005 and the Rules as amended from time to time and up to date and shall comply with all terms and conditions thereof strictly, and shall keep such licenses duly validated and/or renewed from time to time throughout the currency of this Agreement. The Licensee shall obtain at his/her own expenses all the licenses and permission which may be required for conducting the business of Security Services and pay all the taxes, duties and penalties hereinafter becoming payable to the Government, Municipality or any other local body by reason of his/her conducting business of Security Services.

38. The Licensee shall maintain all registers required under various Acts, which may be inspected by the Licensor as well as the appropriate authorities at any time.

39. The Licensee must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Licensee will not link the payment of wages to the workers with settlement of his bills by the Licensor. Payment of bills will be made on monthly basis, provided that the Security Services provided were/are satisfactory during the month and subject to deduction of Penalty imposed if any as per terms and conditions of tender/contract. The Licensee will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on the 3rd day of every calendar month for verification, to the nominated official of the Licensor. The Licensee has to submit the attested photocopies of the following documents:-

- (a) Muster Roll/Attendance sheet of the workers signed by the Service provider/Licensee for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
- (b) Penalty registers in respect of Security guards.
- (c) Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
- (d) Deposit Challan of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority.
- (e) Deposit Challan of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority.
- (f) Receipt and Statement of Bonus paid to the employees (To be submitted in the following Month after making payment).
- (g) Deposit of contribution of provident fund and contribution of ESI of employees and employer should be with a challan separately for LIC of India. It should not contain the contribution of PF and ESI of employees of other organizations being serviced by the Licensee.

(h) Payment to workers is to be made only by cheque or NEFT. A copy of Bank account statement of previous month showing debit of wages/ benefits in favour of workmen should be submitted every month with the bill by the Licensee.

(i) Copy of GST Registration Certificate must necessarily be enclosed.

40. The Licensee shall give an undertaking by the 25<sup>th</sup> of the following month in favour of the Licensor that he has complied with all his statutory obligations and copy of such challans/receipts/list also be submitted.

41. **Termination:** Licensor can terminate this Agreement by giving **two** month"s written notice to the service provider without assigning any reason and without payment of any compensation. Licensor also possess to terminate the contract by giving only a 24 hours" notice to the Licensee when there is a major default in compliance of the terms and conditions of this Agreement or the Licensee has failed to comply with its statutory obligations and the security deposit shall also be forfeited, other action such as blacklisting may follow. In that eventuality the Licensee will move his men and material out of the premises of the Licensor immediately. This discretion of termination of this Agreement by the LICENSOR will be exercised judiciously since the Licensee is rendering the essential and public utility services.

42. If Licensee commits breach of any covenant or any clause of this agreement, the Licensor may send a written notice to the Licensee to rectify such breach within the time limit specified in such notice. In the event the Licensee fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and the Licensee shall be liable to the Licensor for losses or damages on account such breach.

43. If any Complaint is received orally or in writing against the Licensee/service Licensee i.e. less payment of wages or any amount is demanded for engagement of the duty, etc than it will be viewed seriously and if this complaint is found truthful than this contract may be terminated immediately.

44. **Period of the Contract:** The contract shall initially be for a period of one year, which may be extended at the discretion of the Licensor for a further period of maximum one year on mutual consent.

45. The Licensee should have **minimum five years experience in the business.**  
**(Not applicable to Ex servicemen Licensees)**

46. The Licensee should be Income Tax Payee, and should submit photocopies of the Tax Returns of last three years.

47. Turnover of Licensee during the FY 2023-24 should have been minimum Rs. 50 Lakh.

48. The Licensee will deposit earnest money of Rs. 25,000/- (Rupees twenty five thousand only) by Demand Draft payable to DSOI (Panchkula) with his bid. Unsuccessful bidders will be refunded the earnest money within one month of the rejection of their bid.

49. **Security Deposit.** For successful bidder, the earnest money of Rs. 25,000/- (Rupees twenty five thousand only) will be adjusted towards security deposit of Rs. 50,000/- (Rupees fifty thousand only). Balance amount of Rs. 25,000/- (Rupees Twenty five thousand only) will be paid prior to commencement of the contract. **The Security Deposit amount, i.e. Rs. 50,000/- will be refunded to the Licensee (Less Interest) on successful completion of the contract without any interest.**

50. In case, the License defaults in supplying the stipulated manpower or leaves before the expiry of contract, the full security deposit will be forfeited.

51. **PENALTY CLAUSE:**

(a) Uniform is mandatory for all Security Guards on duty, failing which 5% of total bill may be imposed as penalty.

(b) If any security person deployed is found absent, a penalty of Rs. 500/- per person, per shift will be imposed and deductible from the bills.

(c) If any security person is found leaves the post without relief, a penalty of Rs. 500/- per person, per shift will be imposed and deductible from the bills.

(d) If any security person is found late to take over the security duty, a penalty of Rs. 500/- per person, per shift will be imposed and deductible from the bills.

(e) If any security person is found lethargy in duty, a penalty of Rs. 500/- per person, per shift will be imposed and deductible from the bills.

.. (f) The Licensee will ensure that at on any given day, the Guard performs 08 hours of assigned duty and is not reassigned to continue performing duty beyond 8 hours which is against the Labour Law. A penalty of Rs 1000/- shall be imposed if such a lapse come to notice.

52. The Licensor reserves the right to change, add or delete any conditions described above without consent of service provider/ Licensee.

53. In the event of any dispute or difference arising out of operation of the agreement, the same shall be referred to the sole arbitrator and the sole arbitrator will be appointed by the Vice Chairman, DSOI Panchkula, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at Panchkula. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

54. Any dispute arising out or relating to this tender/agreement shall be deemed to have arisen in Panchkula and shall be under adjudications of a Court in Panchkula only.

**55. Financial Bids shall be opened after evaluation of Technical bids. Bids be put in box at DSOI Sector 26 Panchkula between 10AM to 12AM (1100AM to 2:00PM) on 14 Sep 2024 separately marked as "Technical Bid with EMD" and "Financial Bid". Presence of Vendors during opening of both is NOT mandatory. The BOO shall carry out the complete process on its own.**

**DECLARATION**

**I hereby agree to all the Terms & Conditions mentioned above without any condition whatsoever. I also further agree that all the deficiencies will attract penalty and the recovery will be affected without any notice to me.**

Place:

Date:

**Signature of Licensee with seal**

