



REF. NO.: 52815 /WW-03/PUNE/26-27

18 May 2026

**NOTICE INVITING e-TENDER/ TENDER ENQUIRY**

**WATCH AND WARD SERVICES TO R&D ESTATE AT DIAT, GIRINAGAR, PUNE**

Dear Sir(s),

1. On behalf of President of India, e-Tenders are invited for the subject work as per the scope of work and terms & conditions given in the tender enquiry. e-tenders are to be submitted online on the Central Public Procurement Portal web site <https://eprocure.gov.in> as per the dates mentioned in the tender enquiry. The Scope of Work & Estimated Cost of Tender is attached at Appendix 'A' & 'E'.

(a) Name of Work	Watch and Ward Services to R&D Estate at DIAT, Girinagar, Pune
(b) Tender Enquiry No.	CCEESTS/ENQ/PUNE/WW-03/23/2026-27 Dated 18 May 2026
i) Estimated Cost Wages	₹1,46,27,396/- (Rupees One Crore Forty Six Lakhs Twenty Seven Thousand Three Hundred Ninety Six Only) (Agency to quote the Overhead & Profit % over this amount) For details refer Appendix – 'F' BoQ of tender enquiry
ii) Estimated cost put to Tender / NIT Value (incl. CP & all Taxes)	₹ 2,00,91,279/- (Rupees Two Crores Ninety One Thousand Two Hundred and Seventy Nine Only) For details refer Appendix-'E' of tender enquiry
(c) Type of contract / work order	Open Tender Enquiry (OTE) amongst the enlisted agencies/ Percentage Rate Tender
(d) Cost of Tender Documents	-NIL-
(e) Amount of earnest money	₹ 4,01,826/- (i.e., @ 2% of the estimated value of NIT in the form of DD/Bank Guarantee / Bankers Cheque / Insurance Safety Bond Bond/FDR / TDR etc. From the Scheduled bank in favour of "Chief Construction Engineer, CCE (R&D) Estates South, Hyderabad" payable at Hyderabad Copy to be uploaded online in Cover No. 1 and original to be forwarded offline to this office before the due date i.e. before the opening of Technical Bid / Cover No. 1 otherwise the tender will be treated as non Bonafide and will not be opened. The Earnest Money shall not earn any interest. <b>Note:</b> A part of earnest money is acceptable in the

		form of bank guarantee, Insurance Surety Bond. In such cases 50% of earnest money or Rs. 20 Lakhs whichever is less, will have to be deposited in the form prescribed above and balance can be accepted in the form of Bank Guarantee issued by a scheduled bank.
(f)	<b>Publishing date and time of tender documents</b>	<b>18 May 2026 at 1800 hrs</b>
	<b>Starting date &amp; time of downloading of tender documents</b>	<b>18 May 2026 at 1800 hrs</b>
	<b>Starting date and time of bid submission</b>	<b>18 May 2026 at 1800 hrs</b>
	<b>Closing date and time of bid submission</b>	<b>08 June 2026 at 1400 hrs</b>
	<b>Closing date of submission of hard Copies of Cover-1 (Technical bid including all eligibility criteria documents)</b>	<b>08 June 2026 at 1500 hrs</b>
(g)	<b>Date and time of opening of technical bid (Cover-1)</b>	<b>09 June 2026 at 1400 hrs</b> In case the bidder has any queries regarding his eligibility or otherwise, the same should be got clarified before opening of technical bid.
(h)	<b>Date and time of opening of price bid (Cover-2)</b>	Will be made available online to the eligible bidders after completion of evaluation of Technical Bid.
(j)	<b>Validity of Tender/ Bids</b>	120 Days from last date of submission of tender.
(k)	<b>Accepting Authority</b>	<b>CCE (R&amp;D) Estates South, Hyderabad</b>
(l)	<b>Next Higher Engineer Authority</b>	<b>DCW&amp;E HQ, New Delhi</b>
(m)	<b>Duration</b>	<b>12 (Twelve) Months</b>
(n)	<b>Procedure for submitting Tender</b>	<p>(a) The bidder will upload the tender in two covers in ONLINE mode.</p> <p>(i) <u>Cover-1</u> – Technical bid consisting of Eligibility criteria documents as per Table-A to Appendix-'A' (as applicable)</p> <p>(ii) <u>Cover-2</u> – Financial bid/ Price bid.</p> <p>(b) On the due date &amp; time of bid opening of the Cover-1, Technical Bid i.e., 'Eligibility Criteria documents' only will be opened and processed.</p> <p><u>Notes:-</u></p> <p>i) Technical Bid documents of COVER-1 to be submitted in HARD COPY in office of Accepting Authority before the prescribed due date and time i.e., <b>08 June 2026 at 1500 hrs.</b></p> <p>ii) No documents pertaining to Cover-2 (Price Bid) shall be submitted in hard copy. Bids with hard copy</p>

		of price bid will be rejected.
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2. **Eligibility Criteria:** All agencies enlisted with DCW&E, New Delhi under **WW-II** Category are eligible for participation in the tender with the PQ criteria. **Refer Table – A for details of documents to be submitted for eligibility criteria.**

**A. PQ Criteria for all agencies enlisted as per para 2 above:-**

(a) **Qualifying Work:** The bidder should have successfully completed similar works during last Seven (7) years ending last day of month previous to the one in which applications are invited

- (i) Three similar completed works each costing not less than the amount equal to 40% of estimated cost, i.e., **Rs. 80.36 Lakhs** or above of the estimated cost of **Rs. 200.91 Lakhs**.

**OR**

- (ii) (ii) Two similar completed works each costing not less than the amount equal to 50% of estimated cost, i.e., **Rs. 100.46 Lakhs** or above of the estimated cost of **Rs. 200.91 Lakhs**

**OR**

- (iii) One similar completed works costing not less than the amount equal to 80% of estimated cost, i.e., **Rs. 160.73 Lakhs** or above of the estimated cost of **Rs. 200.91 Lakhs**

**AND**

- (iv) **For meeting eligibility criteria, it is mandatory that at least 01 similar work of value not less than 40% of the estimated cost, i.e., Rs. 160.73 Lakhs or above of the estimated cost of Rs. 200.91 Lakhs should have been successfully completed with some Central Government Department/ State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette, which can either be a part of or other than the work being submitted for Para 2 A (a), sub-parts (i), (ii) and (iii).**

(b) **Definition of Similar works for Watch & Ward Services** - Continuous Watch & ward or vigil for the purpose of guarding, safety, security as well as traffic management of the property, assets, infrastructure, facilities etc. Of the designated residential/ institutional area with requisite professional / trained security guards for a period of **12 months**. For the purpose of eligibility criteria, the work done and gross payments received for the original period of the Job Work Order / Contract shall **ONLY** be considered (Generally **12 months**). Accordingly, extension period, if any, beyond the original PDC of the Job Work Order/ Contract and gross amount of the payments received towards the extended period of JWO / CA will not be considered.

(c) Copies of the work order / contract of works meeting eligibility criteria as above (**Refer Annexure – IV**) with Copies of completion and performance certificate

**(Refer Annexure – V)** as per paras above shall be submitted or else the tender will be rejected. The completion certificate / performance certificate shall invariably contain the duration of the work including extended period, if any, and value of work done (only original work order period will be considered).

(d) Value of executed similar work(s) (for the original job work order / CA period) shall be brought to current costing level by enhancing the actual value of the work at simple rate of 7% per annum, calculated from the date of completion to previous day of last date of submission of bid, which will be applicable for both Eligibility Criteria and Technical Bid Evaluation. Further, in case of Composite / Facility Management Services Contracts, the value of work done against the similar works **only** will be considered.

(e) The works completed with poor performance, with levy of compensation for delay in completion shall not be qualified in the Eligibility Criteria.

(f) **Bids submitted by agencies not fulfilling the above PQ Criteria shall not be considered eligible and shall be rejected. Also, ongoing work value beyond the original PDC of the Job Work Order / CA in any establishment will not be considered for eligibility and only the work done and gross payments received for the original period of ongoing works shall be considered. NO representation in this regard will be entertained**

**B. Bidding Capacity: - Bidding Capacity** (applicable to enlisted bidder in DCW&E) The bidder should possess the bidding capacity as calculated by the specified formula.

**Available bid capacity = (A x N x 2) – B, where**

A = Maximum value of Civil Works (including Civil Maintenance and Estate Management & Maintenance works) as relevant to works being executed in any one year during the last Seven years (updated at the current price level), taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the work in question.

B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years.

**Notes: -**

- i) The bidding capacity of the bidder obtained from above formula should be equal to or more than the estimated cost of the work put to tender.
- ii) In case the tenderer is lowest, the tendered amount will be considered as his workload for the purpose of calculating the bidding capacity in subsequent tenders issued by CCE (R&D) / EMUs. The subsequent tenders will be considered if he meets the bidding capacity criteria.
- iii) The bidder shall submit the Bidding Capacity as per the formula above along with supporting documents i.e., copies of LOI / Work Order for all work specified as per formula for bidding capacity.
- iv) All bidders must follow the terms and conditions of the ORDER No. P-45021/2/2017-PP (BE-II) dated: 16 Sep 2020, issued by Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade for apply of bid. The bidder shall also submit the certificate as per the Clause No. 9 of the referred order (as applicable).

**The Bidder shall submit the calculation of bidding capacity and also submit the**

value of existing commitments and ongoing works to be completed during the period of completion of this work duly certified by the Chartered Account (Form-A).

(Scanned Copy of Documents from original shall be uploaded online and original to be submitted offline before due date of opening of Cover – I (Technical Bid).

**Note:** - Un-enlisted bidders will not be considered. Uploading of bid doesn't constitute any guarantee for the opening of the Technical / Financial Bid. The opening of bids will be decided by the competent authority based on the fulfilling of eligibility criteria. Accepting officer is the sole authority for the purpose of this tender.

**C. Tenderers are advised to note the following:** - Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. Department reserves the right to cancel or award the work to any party/tenderers.

- (a) Hard copies of the requisite documents shall be forwarded for technical evaluation of the bids **within the time as specified in Tender Enquiry** as per Table – A .
- (b) In any case, hard copy of **price bids** shall not be submitted, or else, tender bid will be liable for rejection.
- (c) EMD as applicable shall be deposited in original copy.
- (d) Undertaking for Acceptance of Terms and Conditions (Annexure – I to NIT),
- (e) Copies of Enlistment letters with DCW&E under 'Rules for Enlistment of Contractors for Estate Management & Maintenance (DRDO); Estate Management Enlistment Rules-2024, in the appropriate category & class.
- (f) **Bidding Capacity to be submitted as per Form-'A' duly vetted by CA.**
- (g) **Valid PSARA Licence at the place of work.**

**Note:** -

- i) The contractor(s) should have should have valid license issued by competent authority under Private Security Agencies (Regulation) Act-2005 (PSARA) in the respective District / State / UT where work to be executed and valid for the full period of work under the published tender(s).
- ii) If the validity of the PSARA Licence is expired / not valid for the full period of the published tender(s), the L1 contractor will have to submit the same within one month of expiry of certificate, failing which, the contract would be liable for termination.
- iii) If the PSARA Licence is not available, the L1 contractor will have to submit the same within a period of three months from the date of commence of the work, failing which, the contract would be liable to termination along with banning / blacklisting of the firm for a minimum period of two years. No

payment towards getting the PSARA Licence / registration would be made by the department.

- iv) A self-declaration certificate / undertaking shall be provided by the bidders regarding the PSARA license, confirming their compliance with the relevant laws and regulations. This certificate / undertaking must state that the bidders will obtain the required PSARA license within the specified timeframe as mentioned above.

(Table – ‘A’)  
**LIST OF ELIGIBILITY DOCUMENTS TO SUBMITTED**

Sl. No.	Description of Documents	Bidders as per	Enclosures
		Para 2(a) of Appx ‘A’	
1.	Copy of Enlistment letter with DCW&E, New Delhi, in required category & class	√	Copy of Enlistment Letter
2.	<b>Valid Registration of PSARA Licence Certificate</b>	√	<b>PSARA Licence</b>
3.	Undertaking for Accepting terms & conditions of the Tender Enquiry	√	<b>Annexure-I</b>
4.	Original DD towards earnest money	√	Demand Draft / Bank Guarantee / Bankers Cheque / Insurance Surety Bond / FDR / TDR etc
5.	<b>Bidding Capacity to be submitted as per Form ‘A’ duly vetted by Chartered Account.</b>	√	<b>Form ‘A’</b>
6.	Copy of JWO/CA of similar works completed and required to meet eligibility criteria.	√	<b>Annexure-‘IV’</b>
7.	Performance Certificate of similar works required to meet eligibility criteria.	√	<b>Annexure-‘V’</b>

3. **Earnest Money Deposit (EMD):**

(a) 02 %(Two) of the estimated value of Tender specified shall be submitted as EMD in the form of Demand Draft / Bank Guarantee / Bankers Cheque / Insurance Surety Bond / FDR / TDR etc from the Schedule / Nationalized bank in favour of “**Accepting authority as defined and payable at his office location i.e. CCE (R&D) Estates South, Hyderabad.** Copy to be uploaded online in Cover No.1 and original to be forwarded offline to this office before the due date i.e., before the opening of Eligibility Criteria & Technical Evaluation Bid (Cover No. 1) otherwise the tender will be treated as non - bonafide and will not be opened. A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20.00 lakhs whichever is less, will have to be deposited in the shape of DD / BC / FDR and balance can be accepted in form of bank guarantee issued by a scheduled bank.

(b) **Forfeiture of Earnest Money:** - If any Bidder withdraws his Tender before the expiry of the validity period of tender, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the Tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely. If contractor fails to furnish the prescribed Security Deposit within the prescribed period, the earnest money is absolutely forfeited to the President automatically without any notice. In case of forfeiture of Earnest Money as prescribed above, the Bidder shall not be allowed to participate in the e-tendering process of the work. **Tender not accompanied with required Earnest Money shall be liable to rejection.**

(c) The Bidder, who does not meet the eligibility criteria, and / or does not qualify in the technical bid, there EMD will be returned after completion of the tender process.

4. **Value of Tender:** The NIT value is the estimated cost put to tender which includes the wages, statutory payments, GST, other taxes (if any), TPMs, PPEs, Uniforms and Contractor Profits & Overheads (CP&OH). On this value, the EMDs, security deposits etc., shall be calculated. In percentage based BOQ, the cost of BOQ shall exclude the cost of Uniforms & Accessories, Annual Maintenance Charges, Store/Consumables and GST.

5. **Value of Contract:** The value of work order shall include the quoted price of tender plus stores, value of Diesel / FOL and any other amount excluded from the BOQ but have been included in the tender enquiry as a part of the estimated cost put to tender (ECPT) / NIT value as above. This has been done to avoid issuance of various amendments during the currency of contracts due to changes in Minimum Fair Wages (MFW) rates. However, the payments during the currency of contracts shall be made only on actuals as per prevailing MFW and the total payment shall be limited to the value of work order / CA, and amendments, if any. Monthly bills shall be prepared on the basis of prevailing MFWs and other items included in the BOQ. No amendment for the work order shall be issued for change in the rate of MFW, taxes and other statutory payments, if the updated amount remains within the value of the work order. An amendment to the contract shall be issued by the competent authority only in the case when the total amount of bills exceeds the existing work order value. In case of any changes in MFW and other statutory payments, a general information shall be circulated by competent authority for remaining period of works.

6. **GENERAL GUIDELINES: All bids (Technical and Financial) should be uploaded in the Central Public Procurement Portal (e-procurement) (<https://eprocure.gov.in>) only. No manual price bids will be accepted. Corrigendum and addendum (if any) will be uploaded on Central Public Procurement Portal (e-procurement) (<https://eprocure.gov.in>). Bidders are advised to visit web page and update themselves. All revisions, clarifications, Corrigendum/addendum are the part of tender documents and bidders are supposed to upload the same, duly digitally signed by the legal owner of the Firm or the person authorised by him to do so as per the guidelines given in the tender enquiry.**

7. **Bid Submission at Office of the Accepting Authority:**

(a) Any agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement portal <https://eprocure.gov.in>.

(b) Bidders to obtain **Digital Signature Certificate**, from the approved service provider of the **National Information's Centre (NIC)** on payment of requisite details and available at the Web Site.

(c) **Bids shall be submitted online on at CPP Portal web site:** <https://eprocure.gov.in> by the time specified in the tender enquiry. Prospective Contractors are advised to start uploading process well in time and not leave it to the last minute as same may take time because of the data involved. If the date of opening of tenders happens to be a public holiday, then the tenders will be opened on next working day at the same time and place. **Manual bids shall not be accepted.** Bidder / Contractors are advised to follow the instructions provided in the “**Instructions to Bidder**” for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in> before proceeding with the tender.

(d) **Bidders should quote as per the Price Bid format in excel sheet and in the allotted space only. In no case, price Bids shall be submitted in Hard Copy.**

(e) **Submission of Hard Copy Documents: -**

- (i) In order to consider e-bids for the subject work, Original EMD must be deposited to the office of **CCE (R&D) Estates South, Hyderabad** before last date of submission of tenders on CPP Portal, failing which the firm shall be rendered ineligible for the opening of financial bid and the bid considered to be invalid.
- (ii) Hard copies of technical bid documents to be submitted before last date of submission of tenders on CPP Portal.
- (iii) Undertaking (Annexure - I to NIT),
- (iv) Copies of Enlistment letters with DCW&E under Enlistment Estate Management and Maintenance (DRDO-2024), in appropriate category & class.
- (v) Bidding Capacity to be submitted as per Form ‘A’ duly vetted by CA.
- (vi) The hard copy of eligibility criteria for technical bid shall be submitted in one sealed envelope Cover – I. **Original EMD received after the prescribed time and date as set out in the Tender Notice or subsequent extensions, if any, notified by the office will not be accepted. The envelope and the covering letter accompanying the tender document (including all the documents), duly signed on each page with seal by the authorized representative of the bidder, should be enclosed in a bigger envelope, which shall be scribed the name of subject work as mentioned and should reach the following address on or before the expiry of the prescribed time limit.**

**CCE (R&D) Estates South,  
Chandrayangutta,  
Kesavagiri Post,  
HYDERABAD - 500 005**

- (viii) **The office of Accepting Authority takes no responsibility for delay, loss or non-receipt of the bid / documents sent by post / courier. EMD sent through Fax or Email shall not be accepted.**

8. **Expenses for Tender Preparation:** For the preparation and submission of tender, bidder shall Not be entitled to any cost expenses or other claims whether the tender is accepted, or rejected or invitation to tender withdrawn or cancelled.

9. **Incomplete Tenders:** The scope of work, terms and conditions and other details have been specified in the tender documents. Bidder shall prepare and submit his tender keeping in mind the completeness of works indicated in the tender documents. Any tender Not quoting for the complete work as per tender documents or is otherwise incomplete or is Not in compliance with the tender documents shall be liable to rejection.

10. **Tenderer Not to Resile:**

(a) Bidder shall not resile from this technical, commercial and price offer. Should the bidder resile from his tender in any manner whatsoever the tender submitted by him shall be liable to rejection. Bidder shall be allowed to revise his offer only if specifically, so requested by the owner.

(b) If any discrepancy is noticed between the Eligibility documents as uploaded at the time of submission of Bid and hard copies as submitted physically in the office of Tender Inviting Authority by due date and time, the evaluation will be done on the basis of uploaded documents only. However, if any requisite document is not found in hard copy, the same may be referred from the uploaded document in the Portal.

(c) Clarifications, if any required to be sought on the submitted documents may be obtained through email or through portal regarding eligibility of agencies.

(d) Bidder / Bidders should submit / upload in the Portal, the entire Tender Enquiry document, digitally signed along with all corrigendum / addendums, if any published later on, as it is downloaded from the Portal, as a token of acceptance, in the appropriate given cover only.

(e) Tender document in which the Tender is submitted by a Bidder shall become the property of the Employer and the Employer shall have no obligation to return the same to the Bidder.

11. **Details of Works and Site Inspection/ Clarifications:**

a) Agencies are required to clearly understand the scope of work, location and details of manpower to be positioned and nature of duty, etc., before participating in the tender. Agencies are advised to inspect at their own option the site of work and acquaint themselves with the working conditions including constraints and collect all necessary information for carrying out the work. The work are to executed at **DIAT, Girinagar, Pune** and police verification has to be obtained for all persons deployed under the contract prior to physical deployment at the site.

b) **Bidders are advised to visit the site and understand the site conditions and security restrictions and requirements for the manpower to be engaged for the work** and acquaint themselves with the working conditions including constraints, if any, and collect all necessary information for estimating the exact quantum/ nature of work involved for carrying out the work satisfactorily before quoting their rates. The bidders shall submit their intention in writing along with Nos of persons, their details and proposed dates of visit (minimum two such dates to be given). It is intimated that organising such site visit by the bidders may take a few days for the department. The

bidders may contact the tender issuing authority, whose contact details; e-mail, address and contact numbers are given below for any clarifications:

For Site Visit	Clarification regarding tender
<b>Name : Shri Sanjay Kumar Gupta Estate Manager, EMU (R&amp;D),Pune Phone Office: 020-25865636 Email id – <a href="mailto:emupune-drdo@gov.in">emupune-drdo@gov.in</a></b>	Name: Shri Shaik Fazlu Rahiman, TO Phone -: 040-24401023 Office 040-24401000 Email id: <a href="mailto:ccerndestts.hq-ts@nic.in">ccerndestts.hq-ts@nic.in</a>

12. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid online till deadline prescribed for submission of bids. **Withdrawal of a bid after last date of submission and physical receipt of the EMD will call of forfeiture of the EMD as per respective clauses.**

13. **No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Office of Chief Construction Engineer (R&D) Estates South, Hyderabad, in respect of any previous work will be entertained.**

14. Bidder shall not be permitted to withdraw his offer (L-1) or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee / demand draft will be forfeited and bidder may be declared as defaulter and liable for black listing / ban.

15. **Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-Tender correction may invoke summary rejection with forfeiture of EMD. Conditional Tenders will be rejected.**

16. Bidders may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such bidder shall be forfeited. The decision of Chief Construction Engineer (R&D) Estates South, Hyderabad, in this regard shall be final and binding.

17. All entries in the tender forms / annexures should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Minor correction, if any, made in the form will be allowed only if the same is endorsed by the bidder with his signature.

18. No modification or substitution of the submitted bids shall be allowed. The Office of Accepting Authority reserves the right to retain bids once submitted. It is clarified that bids once submitted will not be returned to the bidder.

19. A bid (Price bid) submitted without the cost and incomplete or conditional bids shall also be not considered and will be out rightly rejected in the very first instance.

20. **If any bidder is found to have business or family relationship with any employee DCW&E (CCE's / EMUs included), his bid will be rejected. A declaration to this effect shall be provided by the bidder along with Prequalification Bid.**

21. The Bids shall be opened on the Central Procurement Portal (e-procurement) on the scheduled date and time as specified. No separate intimation shall be sent to bidders for the same.

22. **Validity of Offer:** The validity of the offer shall be **120 days** from the last date of submission of bid. If any bidder withdraws his tender within the validity period or makes any modifications in terms and conditions of the tender and / or rates after submission of tender does not start the work within stipulated period from the date of issue of letter of acceptance, then **Chief Construction Engineer (R&D) Estates South, Hyderabad**, shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposited (EMD) by the bidder. In case of forfeiture of EMD, the bidder shall be debarred from bidding in case of re-invitation of the tenders.

**Note: The L-1 tenderer is bound to accept the tender and execute / perform the work as envisaged in the tender documents. In case of unwillingness to perform / execute the work or withdraws his L-1 offer due to any reason including incorrect / wrong quoting, the firm will be debarred/ban to participate in any future tender for a minimum duration of one year or period as decided by accepting authority.**

23. **Period of Completion:** The entire work under this contract / Job Work Order is to be completed within **Twelve (12) Months** from the date of commencement as given in Contract Agreement / Job Work Order, which is further extendable for a desired period with mutual agreement between bidder and Accepting Authority as per existing terms and conditions.

24. **Amount to be quoted & acceptance of tender:**

(a) The bidder shall quote only contractor's profit and over heads (in percentage) over the **Minimum Wages (BOQ Item No.1)** of tender or in item rates form as mentioned in percentage **BOQ (Appx. F)** uploaded in excel format. Any other obligatory charges which are not considered in estimated cost of tender to be considered by bidder in the percentage quoted.

(b) **The bidder shall quote more than or equal to 5.00% (minimum) Percent charges over Minimum wages (BOQ Item No.1) of tender for service charges / contractor profits and overheads and any other charges for satisfactory execution of work as per the scope of work and term and conditions. If a bidder / firm quotes "Less than 5.00%" charges / consideration, the bid shall be treated as unresponsive and will not be considered for acceptance. (Approved Minimum Services Charges for the procurement of manpower outsourcing services as per Govt. of India, Ministry of Finance, and Office Memorandum No. F.6/1/2023-PPD dated 06 Jan 2023 and DCW&E Letter No. DCWE/14/K-32997/Operative Guidelines/2025-26 dated 21 May 2025). No representation in this regard will be entertained.**

(c) **The contractors shall deploy adequately trained personnel meeting minimum qualification criteria. Efforts should be made to train the existing staff to the fullest extent possible and retain them post-training. However, if any contractual staff are found to be unsuitable despite receiving appropriate training, they should be gradually phased out and replaced with newly recruited personnel who have undergone proper training prior to deployment. The payment for which has to be made by the contractor(s) out of service charges being paid to them towards contractor's profit & overheads and the department will not be responsible towards any such payments.**

***Note: - Please note that the minimum service charges @ 5.00% {para 24 (b)} over the Minimum Fair Wages approved by the competent authority includes payment to be made by the contractor towards (i) Training of the contractual staff as required/***

**directed and I (ii) Insurance Cover (Workmen I Employee Compensation Insurance Policy and Group Mediclaim Insurance) as enumerated below in para {30 (c), sub-parts A&B of Terms & conditions } for the contractual employees not covered under ESI (wages more than Rs. 21,000/- per month).**

(d) In the Bill of Quantities (BOQ), while quoting, the bidders shall select the 'Excess (+)' balloon and after entering their quoted percentage value ensure that the value in the "Total Amount" column is increased from the estimated value of the tender. Entry up to ONLY two decimal points in the quoted percentage is desirable & restricted as the lower percentage value is automatically rounded off to two decimal points in display by the system while preparation of CST. In case of any discrepancy between the displayed values of "Quoted Percentage" and "Quoted Rate" in the CST prepared by the system, the value of quoted percentage, as displayed in the excel sheet uploaded by the bidders will be treated as final and binding.

(e) Any variation in the minimum wages notified by Chief Labour Commissioner (C), Government of India, Ministry of Labour & Employment New Delhi will be implemented and shall be claimed by addition/ deduction as part of same monthly bill itself along with GST as applicable. Any change in GST and other obligatory charges from the estimated value, will be paid/ deducted accordingly. However, no reimbursement will be admissible for Professional Tax.

(f) In case, the quoted amount of two or more tenderers are 5.00% then L1 will be decided by draw lots by a nominated Board of Officers formed by **CCE (R&D) Estates South, Hyderabad**. The tenderers or their authorised representatives to attend the opening. The date and time of which will be communicated through e-mail.

(g) In case, the quoted amount of two or more tenderers are more than 5.00% and also the lowest, then L1 decided after obtaining revised offer in sealed covers from such tenderers by the Board of Officers. The revised offer shall not be more than the original quoted more than the original quoted amount. Further, the revised offer any tenderer should not be less than 5.00% as per **Para 24 (b)** above, in such case the quoted of tenderer will become null and void and will be rejected.

(h) If in the above case, it is found by the board of officers that the amount as per the revised officer is again equal, then the lowest tender will be decided by draw of lots by the same board of officers. The tenderer or their authorised representatives may attend the opening, the date and time of which will be communicated through e-mail.

25. **Financial Commitment:** This Tender Enquiry is being issued with no financial commitment and the Accepting Authority reserves the right to change or vary any part thereof at any stage including withdrawal of the Tender Enquiry, if it becomes necessary at any stage. Bidders fulfilling eligibility criteria specified in the bid shall be shortlisted for opening the financial /price bid.

26. The work will be executed in accordance with the provisions of this Tender Enquiry and relevant clauses of **"General Conditions of Contract (GCC-2023) as applicable to R&D Construction Establishment (RDCE WP-2024)", Terms & Conditions (Appendix 'B') & "Special Conditions of Contract" (Appendix-'C')** respectively. In case of any ambiguity, the terms and conditions **(Appendix-'B')** will take precedence over other conditions. **CCE (R&D) Estates South, Hyderabad** reserves the right to amend / cancel or modify any terms / conditions of contract, partially / fully during the currency of the contract due to any reason.

27. **Clarifications/ Interpretations:** The bidder shall carefully study the complete quotation/ tender documents and other connected documents including general and special conditions etc. and completely acquaint themselves with all documents and their contents therein. Clarifications required, if any shall be obtained from the Department before submitting the bid, so as to avoid misinterpretation of facts by the contractor. Ambiguity, if any, shall be got clarified from the Chief Construction Engineer, Accepting Authority, well in advance. In case of any query / clarification, the same may please be got clarified well before quoting for the tender. No presumption/ assumption / misinterpretation shall be accepted if contrary to the tender condition. **No representation/ explanation will be entertained in this regard at later stage. Bidders are advised to seek clarifications if required, well before submission of the bid.**

Please note that conditional quotations will be rejected, and no representation will be entertained. The decision of the **Chief Construction Engineer (R&D) Estates South, Hyderabad**, Accepting Authority will be final and binding in this regard.

28. **Accepting Authority**, shall have the right to amend, delete / add to the various provisions in the Tender documents or withdraw / cancel the invitation to tender without assigning any reason. The amendments / errata issued by the **Accepting Authority**, shall be read carefully in conjunction with the Tender documents and shall be submitted along with Tender documents as a part thereof. The contract price / rate / amount shall be deemed to have been worked out considering amendment / errata also.

29. **Acceptance of Tender by Accepting Authority:** Accepting Authority shall Not be bound to accept the lowest or any tender or to assign reasons for Non acceptance of any Tender. Accepting Authority also reserves the right to accept a tender either in whole or in part. Breakup of prices/ items rates shall be binding on the bidder even in the case of acceptance of a tender in part.

**(Shaik Fazlu Rahiman)**  
**Technical Officer**  
**for CCE (R&D) Estates South**

**Enclosure:**

1. **Appendix 'A'** - Scope of Work
2. **Appendix 'B'** - Terms & Conditions
3. **Appendix 'C'** - Special Conditions of Contract for Watch and Ward Services
4. **Appendix 'D'** - Employee Profile Form
5. **Appendix 'E'** - Scope of Work & Wages Estimated Cost put of Tender
6. **Appendix 'F'** - BOQ
7. **Annexure – I'** - Undertaking for Acceptance Terms & Conditions
8. **Annexure – II'** - Format of BG
9. **Annexure – III'** - Format For Agreement
10. **Annexure-IV'** Copy of JWO/CA of similar works completed and required to meet eligibility criteria.
11. **Annexure-V'** Performance Certificate of similar works required to meet eligibility criteria.
12. **Form- 'A'** - Bidding Capacity

**Copy to:-**

Sl. No	Office Name	Fax No	Gov Mail ID
1.	Director (CW&E), New Delhi	011-23011547	<a href="mailto:dcwe-works1@gov.in">dcwe-works1 @gov.in</a>
2.	CCE (R&D) North, Delhi	011-26767225)	<a href="mailto:ccernd.north@gov.in">ccernd.north@gov.in</a>
3.	CCE (R&D) Central, Delhi	011-26152757)	<a href="mailto:ccerndcentral1-drdo@gov.in">ccerndcentral1-drdo@gov.in</a>
4.	CCE (R&D) Delhi, Delhi	011-23814902	<a href="mailto:admin.ccedelhi@gov.in">admin.ccedelhi@gov.in</a>
5.	CCE (R&D) West, Pune	020-25865061	<a href="mailto:ccewest-drdo@gov.in">ccewest-drdo@gov.in</a>
6.	CCE (R&D) East, Kolkata	033-22420170	<a href="mailto:ccekolkata.estates@gov.in">ccekolkata.estates@gov.in</a>
7.	CCE (R&D) Estates North, Chandigarh	0172-2651100	<a href="mailto:cceestn.estates@gov.in">cceestn.estates@gov.in</a>
8.	CCE (R&D) South, Secunderabad	040-27751405	<a href="mailto:ccernds.drdo@nic.in">ccernds.drdo@nic.in</a>
9.	CCE (R&D) Special Maintenance, Nagpur	040-27751405	<a href="mailto:ccenagpur@drdo.gov.in">ccenagpur@drdo.gov.in</a>
10.	EMU (R&D), Bangalore	080-25348127	<a href="mailto:emumd.blr-drdo@gov.in">emumd.blr-drdo@gov.in</a>
11.	EMU (R&D), Balasore	06782-272149	<a href="mailto:emu.chp@nic.in">emu.chp@nic.in</a>
12.	EMU (R&D), Chandigarh	0172-2639038	<a href="mailto:emumd.chd@gov.in">emumd.chd@gov.in</a>
13.	EMU (R&D), Chennai	044-26375919	<a href="mailto:emu-chennai@gov.in">emu-chennai@gov.in</a>
14.	EMU (R&D), Delhi	011-23960738	<a href="mailto:emumd.delhi@gov.in">emumd.delhi@gov.in</a>
15.	EMU (R&D), Dehradun	0135-2780379	<a href="mailto:emu.deal@gov.in">emu.deal@gov.in</a>
16.	EMU (R&D), DRDO Bhawan, New Delhi	011-23007934	<a href="mailto:emu.hqr@gov.in">emu.hqr@gov.in</a>
17.	EMU (R&D), Hyderabad	040-24346246	<a href="mailto:emumd.hyd-drdo@gov.in">emumd.hyd-drdo@gov.in</a>
18.	EMU (R&D), Jagdalpur	07782-227167	<a href="mailto:emujpr-drdo@gov.in">emujpr-drdo@gov.in</a>
19.	EMU (R&D), Nagpur	0712-2520286	<a href="mailto:emudrdongp@gmail.com">emudrdongp@gmail.com</a>
20.	EMU (R&D), Nasik	0255-7279001	<a href="mailto:emu-nasik-drdo@gov.in">emu-nasik-drdo@gov.in</a>
21.	EMU (R&D), Pune	020-25865105	<a href="mailto:emupune-drdo@gov.in">emupune-drdo@gov.in</a>
22.	EMU (R&D), Tezpur	03712-258534	<a href="mailto:emu.tezpur@gov.in">emu.tezpur@gov.in</a>
23.	CCE (R&D) Estates South, Hyderabad	For display on Notice Board	

**UNDERTAKING**  
**(To be given on company letter head)**

To,  
 The Chief Construction Engineer (R&D) Estates South  
 Kesvagiri P.O., Chandrayanagutta, Hyderabad-500 005

Subject: **ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.**

Tender Reference No: \_\_\_\_\_

Name of Tender/Work : \_\_\_\_\_

Dear Sir,

I/ We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/ Work' from the CPP Portal of [www.eprocure.gov.in](http://www.eprocure.gov.in).

2. I/We have read and understood the provisions contained in the tender enquiry before submission of this tender and I/we agree that I/we shall abide by the terms and conditions. I/We have seen the corrigendum(s) issued from time-to-time by your department/ organisation and have taken the same into consideration while submitting this undertaking. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality/entirety.

3. This is to certify that I/we, before signing this affidavit, have read and fully understood all the terms and conditions including Special Terms and Conditions contained therein and undertake to abide by the said terms and conditions.

4. I/We have obtained a copy of the General Conditions of Contract and understood the provisions contained therein before submission of this tender and I/we agree that I/we shall abide by the terms and conditions thereof as amended, if any, elsewhere in these tender documents.

5. I am the legal entity to sign and submit bid documents and have signed the bid security declaration form and will abide the same.

6. Details of the firm are given under: -

1.	Name of the Tenderer / Company (i.e. Sole Proprietor or Partnership firm or a Company)	
2.	Type of Organization (whether public Limited / Private Limited / partnership/ Sole proprietorship) as per attached Proof	
3.	Date of Registration No. of years in Operation	
4.	Registered Address	

5.	Operational Address if different from above	
6.	Telephone No. Mobile No. Email id	
7.	PAN of Tenderer / Concerned (Self attested copy should be attached)	
8.	GST registration certificate (Self attested copy should be attached)	
9.	EPF & ESI Registration certificate No. (self attested copy should be enclosed)	
10.	Name of Proprietor / Partners/ Directors of the company/ Firm	
11.	Any other additional information (optional)	

7. I/ we certify that all information furnished by our firm is true & correct and in the event that the information is found to be false/ incorrect/ untrue, then your department/ organization shall summarily reject the bid or terminate the contract without giving any notice or reason thereof and without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**ACCEPTED BY**

Date: -

Signature of  
Contractor or his Authorized Rep

**FORMAT OF BG (Format FOR BANK GUARANTEE) FOR  
EARNEST MONEY DEPOSIT**

This deed of guarantee made on ..... day of ..... Two Thousand \_\_\_\_\_  
between (Name of Banker) having its Registered office at. \_\_\_\_\_

(hereinafter referred to as the Surety) and President of India acting by and through  
**Chief Construction Engineer (R&D) Estates South, Chandrayangutta, Kesavagiri Post,  
Hyderabad - 500 005** (herein after referred to as the "OWNER").

WHERE AS M/s.....(Contractor's name) hereinafter referred to as  
"CONTRACTOR" having their registered office at .....is bound to deposit with  
the owner by way of Earnest money Rs..... (Rs..... only) in connection with  
their tender for .....(name of work) with reference to "OWNER" tender  
enquiry No.....dated ..... as per specifications and terms and  
conditions enclosed therein. Whereas the contractor as per clause No. 10 of invitation to  
tender has agreed to furnish a Bank Guarantee valid up to ..... (date) instead of  
deposit of earnest money.

**NOW THIS WITNESS**

That the surety in consideration of the above Tender made by the CONTRACTOR to  
the OWNER hereby undertakes to guarantee payment on demand to the owner of the said  
amount of Rs..... which the contractor is bound to deposit with the OWNER by way of  
earnest money in connection with his tender.

Notwithstanding anything contained in the foregoing, the Surety's liability under the  
guarantee is restricted to Rs..... (Rupees ..... only). The  
guarantee shall remain in force and affective up to and shall expire .....and become  
ineffective on intimation there-of being given to the surety by the owner in which event this  
guarantee shall stand discharged.

This guarantee shall Not be affected by any change in the constitution of the OWNER,  
CONTRACTOR or the surety.

The OWNER shall be eligible to make any claim under this guarantee only if the  
contractor submitting the tender resales from the offer or modify the terms and conditions  
thereof in a manner Not acceptable to the OWNER or fail to sign the contract and deposit  
initial security deposit within 10 (Ten) days after the OWNER has advised the contractor the  
acceptance for (name of work) on mutually agreed terms and conditions. The OWNER's  
decision in this regard shall be final and binding.

The surety cannot revoke this guarantee during its currency except by the previous  
consent of the OWNER in writing.

Notwithstanding anything contained hereinabove unless a demand or claim under this  
guarantee is made on the surety in writing on or before the surety shall be discharged from all  
liabilities under this guarantee thereafter.

for and on behalf of  
**(Banker's Name)**

FORMAT FOR AGREEMENT

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between the President of India acting by and through **Chief Construction Engineer (R&D) Estates South, Chandrayangutta, Kesavagiri Post, Hyderabad – 500 005** hereinafter referred to as the "OWNER" (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) of ONE PART.

AND

M/s. \_\_\_\_\_ having their registered office and principal place of business at \_\_\_\_\_ hereinafter referred to as the "CONTRACTOR" (which expression shall unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) of the OTHER PART.

WITNESSETH THAT

WHEREAS, the OWNER invited the CONTRACTOR to submit tender for \_\_\_\_\_

AND

WHEREAS, the CONTRACTORS submitted their tenders to the OWNER for execution of the work in accordance with the tender documents including technical specifications, schedule of items and tender drawings vide his letters \_\_\_\_\_

AND

WHEREAS, the OWNER has accepted the tender submitted by the CONTRACTOR for the execution of the aforesaid work with reference to letter No. \_\_\_\_\_

AND

WHEREAS, the CONTRACTOR has agreed to execute the aforesaid work on the terms and conditions as stated in tender documents & general conditions of contract and has also agreed to submit to the OWNER initial security deposit required to be paid on the date of signing of the agreement, in accordance with the Tender.

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants herein contained, the parties hereby agree to fulfil the obligations stated in the tender documents along with contractors offer.

IN WITNESS

WHEREOF THE **Chief Construction Engineer (R&D) Estates South, Chandrayangutta, Kesavagiri Post, Hyderabad – 500 005**, has set his hand for & on behalf of PRESIDENT OF INDIA.

AND

Sh. \_\_\_\_\_ duly authorised representative of the CONTRACTOR for and on behalf of M/s. \_\_\_\_\_ has affixed his signature and the seal of the said company in accordance with Articles of Association.

Signed and delivered by

Signed and delivered by

For and on behalf of  
M/s \_\_\_\_\_

**CCE (R&D) Estates South**  
Accepting Officer  
For and on behalf of PRESIDENT OF INDIA

**Witness**

1.

1.

**DETAILS OF SIMILAR WORKS FOR PREQUALIFICATION CRITERIA**

The tenderer shall support this form by adequate documentary evidence in the form of certified copies of work orders and completion certificates. Each project should be supported with performance certificate as per **Annexure – 'V'** and certified by the Owner not below the rank of Executive Engineer or equivalent/Client for whom contractor executed the work.

Details of all similar works completed during last seven years ending last day of month previous to the one in which tenders are invited:

<b>Ser No.</b>	<b>Particulars</b>	<b>Work-I</b>	<b>Work-II</b>	<b>Work-III</b>
1.	Name of Work / Project & Location			
2.	Contract price as ordered (Rs.)			
3.	Actual Completion Cost (Rs.)			
4.	Date of award			
5.	Stipulated Date of Completion			
6.	Actual date of Completion			
7.	Extension of time (if any) granted with or without levy of compensation			
8.	Whether the proof of TDS by the owner attached. (Yes or No)			
9.	Performance certificate as per Annexure III(A) enclosed (Yes or No)			
10.	Details of the works under which contractor is seeking prequalification			
11.	Litigation / Arbitration Cases pending / in progress with details *			
12.	Employer's / Owner's Name			
13.	Employer's Address:  Telephone / Fax Number:			
14.	Name and address / telephone no. E-mail address: of officer (Employer's / Owner's) to whom reference to be made (if required)			
15.	Remarks			

\* Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Bidder(s)

**PROFORMA FOR PERFORMANCE CERTIFICATE**

Name &amp; Address of the Client :

Details of Works executed by :

1	Name of work with brief particulars incl. location	
2	Agreement No. and date	
3	Agreement amount (Rs. In Lakhs)	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of work completed and paid (Rs. In Lakhs)	
9	Name of address of the authority under whom works executed	
10	Whether the contractor employed qualified supervisor/staff during execution of work	Yes/No
11	i) Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory/ Poor
	ii) Amt. of work paid on reduced rates. If any	Yes/No
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor	
	a) Technical proficiency	Outstanding / Very Good / Good / Satisfactory/ Poor
	b) Financial soundness	Outstanding / Very Good / Good / Satisfactory/ Poor
	c) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory/ Poor
	d) Mobilization of T&P	Outstanding / Very Good / Good / Satisfactory/ Poor
	e) General behaviour	Outstanding / Very Good / Good / Satisfactory/ Poor
	f) Over all grading	Outstanding / Very Good / Good / Satisfactory/ Poor

**Signature of the Accepting Authority/ Authorized Signatory**

**Calculation of Bidding Capacity  
Details of Existing Commitments and On-going works**

Name of the Firm / Bidder : \_\_\_\_\_

Name of Work : \_\_\_\_\_

Bidding capacity of vendors will be calculated during the technical evaluation of each bid as per the given below formula / procedure.

The bidding capacity shall be worked out by the following formula :-

The bidder should possess the bidding capacity as calculated by the specified formula.

Available bid capacity = (A x N x 2)-B, where

A = Maximum value of Civil Works (including Civil Maintenance and Estate Management & Maintenance works) as relevant to works being executed in any one year during the last Seven years (updated at the current price level), taking into account the completed as well as works in progress

N = Number of years prescribed for completion of the work for which bid has been invited.

When the value of N is less than 0.50 years then for calculation purpose minimum value of N shall be taken as 0.50.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid have been invited, the amount of works which are stuck up due to local body clearance, environmental clearance, court decisions etc., shall not be considered for calculation of B. NIT approving authority may take a final decision on other justified reasons.

Sl. No	Name of work / Projects & Location	Owner or sponsoring organizations	Contract value in Crores of rupees	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Remaining work in percentage (100-column 7)	Existing commitment (column 4 x column 8 /100)	Name and address / telephone number of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(10)

Total (B) = Rs. \_\_\_\_\_  
 Maximum Turnover in last seven years = Rs. \_\_\_\_\_  
 Updated value of turnover (A) = Rs. \_\_\_\_\_  
 No. Of years (N) = Rs. \_\_\_\_\_

**Bidding capacity = {[AxNx2] – B}**

**Certificate:-** I certify that all the awarded and ongoing work have been included in the above list.

**Signature (S) of BIDDER (S)  
(WITH STAMP)**

Net worth for the Financial Year 2024-2025 is (Rs. In Figure \_\_\_\_\_)

..... Signature, Name and designation of Authorised Signatory For and on behalf of ..... (Name of the Applicant)	..... Name of the Statuary Auditor's Firm/Chartered Account : _____ Signature :- _____ Seal of the Audit / Chartered Accountant Firm: Name of Signatory (in Capital): _____ Membership No. : _____ Firm Regn No. : _____
--	--

**Note:- All information sought w.r.t. firm / Chartered Accountant is mandatory.**

**NAME OF WORK:- Watch and Ward Services to R&D Estate at DIAT, Girinagar, Pune**

**SCOPE OF WORK**

Scope of work under this contract includes **“Watch and Ward Services to R&D Estate at DIAT, Girinagar, Pune”** by engaging the following manpower & items/ materials as given under the scope of work & terms and conditions of the tender enquiry:-

<b>Sl. No</b>	<b>Description/Category</b>	<b>Skill Level</b>	<b>A/U</b>	<b>Qty</b>
<b>1.</b>	Supervisor	Skilled	Nos	2
<b>2.</b>	Security Guards	Skilled	Nos	34
<b>3.</b>	Relief	Skilled	Nos	5
<b>4.</b>			<b>Total</b>	<b>41</b>
<b>5.</b>	<b>Uniforms and Accessories to including Lathies, Torches, Cells, Shoes, Cap, Belt, Jersey/Pullover/Raincoat for winter and rainy season for all security staff as approved by Estates Manager / Engineer-in-charge @ 5000/12 Month x Total Nos of Security Staff.</b>			
<b>6.</b>	<b>Duration of Work</b>	<b>12 (Twelve) Months</b>		

**TERMS & CONDITIONS**  
**(TO BE READ IN CONJUNCTION WITH GCC-2023, AS A SPECIFIC SEPARATE GCC FOR**  
**MAINTENANCE WORKS HAS NOT BEEN FORMULATED)**

**MANPOWER**

**EMPLOYEES AND STAFF**

1. The contract shall supply manpower for the services required as per the Tender documents from the date as mentioned in the Letter of Intent / Job Work Order / Contract Agreement and shall continue till one year / specified time period unless it is curtailed or terminated by the Office of Accepting Authority or a person authorized by him owing to deficiency of services, sub-standard quality of skilled and unskilled manpower deployed, breach of contract, reduction or cessation of the requirements etc. This contract may be renewed for a further period of one year on the terms and conditions mentioned in the tender document and the contract agreement. The Service Provider must have valid registration from the concerned Govt. Authorities, i.e., Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of all the registration should be submitted.

2. **Continuation of manpower as per GeM guidelines** (Deployment of Existing working / deployed resources): The existing working / deployed resources having job satisfactory certificate, will be continued by the successful service provider under the new Contract also - subject to the terms and conditions of the new contract concluded on the basis of the bid.

3. The contractor shall employ persons of good moral character and repute. The persons employed shall have the desired professional qualifications, experience and competency in the specified field / area of work to perform the entrusted duties properly. The personal Bio-data of all persons employed shall be submitted to this office on assumption of contract along with the complete details of their qualifications, ESI, EPF, Bank Account and other relevant key information. Copies of Aadhar Card along with EPF / ESI Enrolment Nos / E-Pehchan card of Individuals shall also be submitted along with other details.

4. The duly filled **Employee Profile Form** as per proforma given in **Appx - D** must be submitted by the contractor for all the personnel employed for the purpose. The contractor shall also obtain the verification of the character antecedent of the personnel employed by him through the commissioner of police / competent civil authority / Police station by paying the prescribed fee from the place of origin of the individuals or from the concerned Dept. of respective state Govt. The verification forms from the concerned authority shall be submitted to the concerned Estate Management Unit (R&D) / Project Manager under whom the area of Operation & Maintenance falls, under intimation to this office, within one month from the date of issue of the work order. The Contractor shall be personally responsible for the conduct of his employees throughout the duration of this work order. In case the contractor fails to submit the verified form of the employees within the prescribed period, a notice to that effect shall be issued to the contractor by the Engineer-in-Charge or Accepting Authority / his authorized Representative, to submit the forms within 30 days. In the meantime, the contractor shall submit an undertaking that he will be responsible for the conduct of the staff employed by him, personally till submission of the above forms by the revised due date. Even after the above notice period, if the verification forms are not submitted, the services of the un-verified staff shall be terminated and they be marked as absent till suitably verified relief is provided by the contractor and the contract shall be liable for termination. No representation will be enter-

tained in this regard and the decision of the **CCE (R&D) Estates South, Hyderabad**, shall be final and binding.

5. All employees employed by the agency shall be in the age group defined as per labour laws with good health and sound mind. The employees of the agency shall be liable to security screening by the Security Staff/ Agencies.

6. The persons deployed should be polite, cordial, and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office of Accepting Authority. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.

7. For all intents and purpose, the persons deployed by the Service Provider for execution of the contract shall be the employees of the service provider. The Service Provider shall be the "Employer" within the meaning of different Rules & Acts of different Labour Legislations in respect of the manpower employed and deployed in this Department. The persons deployed by the Service Provider for execution of the contract shall be the employees of the service provider & the persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship **with Accepting Authority** either implicitly or explicitly. The persons deployed by the agency in the Office of Accepting Authority shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the Office of Accepting Authority.

8. The entire financial liability in respect of Manpower Services deployed in the service contract shall rest with the respective Service Provider and the Office of Accepting Authority will in no way be liable. It will be the responsibility of the Service Provider agency to pay to the person deployed a sum not less than minimum wage fixed and adduce such evidence as may be required by the Office of Accepting Authority in that behalf.

9. The persons so deployed shall be under the overall control & supervision of the service provider, who shall be liable for payment of their wages etc. and all other dues within the stipulated time, which the service provider is liable to follow the various labour resolution and other statutory provision. No additional payment shall be released for labour / conveyance, transportation, etc. Decision of the Office of Accepting Authority in this matter shall be final and binding on the contractor. Office of Accepting Authority shall not be a part of any such liability.

10. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of the Office of Accepting Authority during the currency or after expiry of the contract.

11. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Office of Accepting Authority shall, in no way, be responsible for settlement of such issues whatsoever.

12. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular otherwise capacity in the Office of Accepting Authority. **Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.**

13. All personnel will be treated as contractor's employees for all purposes and the Accepting Authority shall have no liability in any respect. The Accepting Authority / his authorized representative will not be responsible for any injury or loss of limb or loss of life of any of the contractor's employees that may take place while on duty. Any compensation or expenditure towards treatment for such injury or loss of limb or loss of life shall be the sole responsibility of the contractor. Legal cases, if any, shall also be dealt by the contractor and the department has no liability in this regard.

14. **No permanent / temporary employment by Department shall be demanded by any person employed by the contractor at any stage as they are contractor's employees for all purposes. Such demands will not be entertained at any cost. Contractor shall be solely responsible to deal with such cases including legal cases, if any, arise in those circumstances.** The Contractors' personnel are not entitled for any facility / amenities that are extended to the employees of the Laboratories / Establishments. The contractor should provide the authorized amenities to their employees as per rules at his own cost.

15. **Identity Cards:** Identity Cards for the contractor's employees will be issued by the contractor or his authorized representative. In case any employee is proceeding on long leave or suspended / dismissed from service or leaves the job, identity cards in respect of such employee, must be withdrawn and taken back by the contractor and / or by his authorised representatives so as to avoid misuse. All the entry passes shall be surrendered when they are no more required or on completion of the contract period. In case the employees of the contractor have to work in restricted areas, the contract manager / contract supervisor / his authorized representative shall arrange to make entry of all employees at respective gates and collect tokens issued by the security office and then issue them to the labourers. Such tokens shall be accounted for and shall be returned back to the issuing authority at the end of the day as per procedure. The contractor will be solely responsible for such action. Verification documents may also be required to be submitted to the security sections of the Laboratories / Establishments as and when demanded by them to facilitate smooth entry for provision of various services. Persons provided as relief to the existing employees shall also be security verified as above and no persons will be employed without verification.

16. **Attendance:**

(a) The contractor shall employ required manpower, as per the terms and conditions of the work order. Proper attendance register shall be maintained, which will be subjected for verification as and when required by Accepting Authority or his authorized representative. Replacement for persons proceeding on leave or sick etc. shall be catered by the contractor. No person will be sent on leave without proper relief. The attendance of the staff will be verified by the Estate Manager by way of inspection, surprise checks, etc. If manpower deployment by the contractor is not as specified in the contract, a notice will also be issued to the contractor and if the same thing is repeated, the contract will be liable for termination as per para below.

(b) **Recovery of Absentees:** If any of the manpower (up to and including 10% of number of employees to be engaged under this contract) is found to be absent on any particular day, an amount equal to the minimum wages shall be deducted from the monthly bill of agency. If the number of absentees is more than 10% of employees engaged, amount equal to minimum wages +25% penalty will be deducted.

17. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. The of-

office of Accepting Authority shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation during their deployment period. This office shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability / claim falling on this office, same shall be reimbursed / indemnified by the Contractor. The Agency shall cover its personnel for personal accident and / or death while performing the duty.

18. The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute is the responsibility of the Service Provider. The Service Provider shall be responsible for timely deposit of Provident Fund and Employees State Insurance.

19. **MISBEHAVIOUR OF EMPLOYEES:** The employees of the contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehaviour, the office of Accepting Authority has the right to terminate the contract. It will be mandatory for the conducting agency to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents the office of Accepting Authority to advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal.

20. Any personnel deployed by the agency, refuses work, or creates indiscipline would have to be immediately replaced with the consent of the office of Accepting Authority, who reserves the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. The office of Accepting Authority will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.

21. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

22. **Undesirable Activities:** The contractor will not allow or permit the employees to participate in any trade union / Labour Union activities or agitation in the premises or the **CCE (R&D) Estates South, Hyderabad**. It must be ensured by the contractor that none of the workers are in intoxicated condition while on duty. If any individuals employed are found to be in intoxicated state, they will be marked absent and their services will be terminated forthwith. The contractor shall provide relief immediately.

23. Assistance in procurement of men and materials: - Except as otherwise provided, all personnel (not below 18 years of age), materials, equipment, licenses, transport and any other thing required for the execution of the contract shall be managed by the contractor under his own arrangement and the **CCE (R&D) Estates South, Hyderabad** shall not be responsible for the same in any way, what so ever. Any assistance required may however, be considered and given on receipt of a requisition in writing.

24. **Secrecy:** The contractor shall ensure that all the persons employed in connection with this contract have notice that the Indian Official Secret Act 1923 (XIX of 1923) applies to them and shall continue during contract period.

25. **Laws governing the contract:** The contract shall be governed by the laws of India for the time being in force. The contractor shall comply with the statutory provisions or the regulations and / or by-laws of any local authority and / or any public service, company or authority affected by the work, shall pay all charges there under and shall indemnify government, against any fees, or charges demandable by law under such acts, regulations and / or by-laws in respect of the work.

26. **Supervision of Works:** The contractor and / or his authorised representative shall regularly visit the site / location where the contract services are being rendered by him.

27. **Sub-contracting of Works:** The contractor will not further sub-contract the contract to any other person or persons or third parties. If sub-contracting is detected at any time during currency of the work, the **CCE (R&D) Estates South, Hyderabad** shall have the full right to terminate the contract forthwith without any notice and forfeit the security deposit without prejudice to any other rights available under the terms of contract or under law.

28. **Uniforms:**

(a) **Provision:** The responsibility of providing approved uniforms to the employees for identification shall be that of the contractor. It may be ensured that all contractor's employees irrespective of type of service shall be in uniform while performing duties. Aprons shall be provided to all Conservancy & Area Clearance contract labour.

(b) **Approval:** The uniform shall be got approved by the concerned Estate Manager. For default by the contractor in providing uniforms, an amount as specified in the para (c) below shall be deducted on monthly basis. If such instances are repeated, the accepting officer reserves the right to terminate the contract and the contractor shall have no claim whatsoever on this matter. A penalty register shall be maintained by the concerned Estate Manager / or his authorized rep under whose jurisdiction the services are being executed.

(c) The penalty amount shall be calculated on the following basis:-

(i) Normal Uniform @ ₹ 5,000/- per annum / per head for all areas with normal climate to cater for all weather including rainy / winter seasons.

29. **SECURITY DEPOSIT:** Security deposit @ **2.5%** of the value of the job work order / contract agreement shall be submitted by the L1 bidder in the form of BGB / FDR issued by a scheduled bank within 21 days from the issue of job work order/ LOI, valid up to 15 months from the state date of the job work order / contract as mentioned in LOI/ Work Order. The BGB / FDR shall be in favour of **Accepting Authority**. The security deposit shall be returned to the contractor after successful completion of the work and proper fulfilment of the obligations under the contract for which the **CCE (R&D) Estates South, Hyderabad** shall be the sole judge and on production of "No Demand Certificate" during the submission Final Bill. Firms are bound to transfer EPF account in respect of contractual Employees on expiry of contract period to the next successful Firm.

**Note: If the CA / JWO is extended beyond three (3) months, additional security deposit for the increased value of CA / JWO and the extended period is required to be submitted by the contractor in the following manner:**

- i) In case of Bank Guarantee (BG), revised BG with revised value and validity.
- ii) In case of Fixed Deposit (FD), FD for differential value with validity.

**Note:-**

i) The BID Security (EMD) of the successful bidder shall remain with Accepting Authority until the receiving of performance security deposit of value defined above. However, the BID Security of Unsuccessful bidders/parties will be released after completion of the tender process. Bid security of the successful bidder will be converted into performance security.

ii) No interest will be paid on the security deposit amount by the Office of Accepting Authority.

iii) The Performance Security can be forfeited by order of the Office of Accepting Authority, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee/ demand draft as may be considered by the Office of Accepting Authority sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

30. **Statutory Payments and other Conditions:** - It is mandatory for the principal employer as well as the contractor to timely make the payment of the statutory and regular dues related to the contractual employees. The prevailing rates of such known regulatory / statutory payments have been listed in subsequent paras below. However, any change in the rates of statutory payment rates may subsequently be deducted / paid during currency of contracts. Further, any such regulatory payments which are not listed below and not known to tender inviting authority should be taken into account by the bidder. The bidder should quote according and no additional reimbursement shall be done. This clause should be included in the contract.

(a) **Payment of EPF:-** On behalf of Principal Employer, the service provider will deposit the employers' share of EPF payments @13% of the salary up to ceiling limit of ₹15000/- per month on account of respective employees of a particular job work order through the appellate / statutory authority (through e-payment) at the periodicity as laid down in the respective governing acts / rules of the Government of India.

(b) **Payment of ESI:-** On behalf of Principal Employer, the service provider will deposit the employers' share of ESI payments @3.25% of the salary up to ceiling limit of ₹21000/- per month on account of respective employees of a particular job work order through the appellate / statutory authority (through e-payment) at the periodicity as laid down in the respective governing acts / rules of the Government of India. If the wage of an employee exceeds the wage limit of ₹21,000 after April or October for the respective contribution periods\* , then the employee continues to be an employee till the end of that contribution period. Hence, the contribution is to be deducted and paid on the total wages earned.

“\*” Contribution Period of ESI are divided in two parts in a year i.e., from 1st April to 30th Sept and 1st Oct to 31st March of the year following.

(c) **Insurance Cover:-** Please note that the following Insurance cover (Workmen Compensation Policy and Group Mediclaim Insurance for self Employee) is mandatorily to be procured & paid by the contractor (the proof has to be submitted along with claiming the monthly bills) for contractual employees not covered the ESI cover (having wages more than Rs. 21,000/- per month), are deemed to be included in the minimum service charges @5.00% towards contractor's profit & overhead being paid over the minimum fair wages (MFW):-

(i) **Workmen/Employee Compensation Insurance Policy:** Worker Compensation Insurance is an insurance cover offered by the employer to the workers under the Employee Compensation Act. The insurance plan should cover statutory liabilities of an employer in case of injury / death of a worker caused due to an accident during employment.

- Death / Injury by accident sustained in the course of employment.
- Medical Expenses.

(ii) **Group Mediclaim Insurance:** The Policy should cover Hospitalisation Expenses for In-Patient Care (allopathy, ayurveda and homeopathy) or Day Care Treatment reasonably and customarily incurred for treatment of an illness contracted / injury sustained during the Policy period. The Policy shall provide for Pre-Hospitalisation (30 days) and Post Hospitalisation (60 days) expenses, 140+ Day Care Procedures, Mental Illness Treatment, HIV / AIDS Treatment, Organ Donor's Medical Expenses, Ambulance Charges, Morbid Obesity Treatment. The Policy shall provide Health Insurance Coverage (up to a minimum of Rs. 3,00,000/- Only) having the following features:-

- No Pre-Medical Health Checkup.
- Cashless Treatment at Network Hospitals.
- Maternity Coverage.
- Pre-Existing Disease Cover.
- No Waiting Period.
- **Ambulance Charges.**

(d) **Bonus:** - The bonus shall be paid by the contractor on behalf of the principal employer as laid down in the respective act. This amount shall be paid to the workers distributed over 12 months. If there is any change in Govt. policy regarding increase / decrease in the amount, shall be reimbursed / recovered accordingly. As per Bonus Amendment Act-2015, the amount for the bonus shall be paid to employees as 8.33% of the minimum fair wages subject to ceiling limit prescribed by Chief Labour Commissioner (C) i.e. (presently 21000/-) or 7000/- whichever is higher. The bonus shall be Operative Guidelines: FY-2025-26 **CCE (R&D) Estates South, Hyderabad** Page 7 of 110 reduced proportionally for the days employee does not work. (Point No. 13 of Bonus Act-1965)

(e) **GST:** - The Contractor shall pay the GST as per periodicity and rate as laid down by the Government and as amended from time to time. The quoted amount/ quoted percentage by the contractors shall be all inclusive and as such no separate payment / reimbursement will be made in this regard. GST shall be considered for all type of payments made by department through contractor whether Statutory payments or any

regular or store payments. The rates of TDS for the GST to be deducted as per the rules of GoI published time to time. GST number of the service provider and CCEs / EMUs and place of service / supply should be mandatorily mentioned on the bill. The GST number of CCEs / EMUs for corresponding state and place of work should be mentioned on each Job Work Order / Contract Agreement

(f) **Penalty:-** In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily and the Office of Accepting Authority shall have to make alternative arrangements to do it then the difference of cost incurred by the Office of Accepting Authority thereby shall be recovered from the Contractor's unpaid bills and Contract Security deposit. Since the contractor is being paid all-inclusive monthly payment, non-payment of EPF, ESI, Bonus and GST will amount to violation of laid down / agreed conditions as per work order / agreement. **CCE (R&D) Estates South, Hyderabad** reserves the right to cancel the work order without any notice and also ban the firm for default, as the case may be. Also, **CCE (R&D) Estates South, Hyderabad** reserves the right to recover any over payment or any payment due to any employee of the contractor till cancellation of work, either from the same work bill or from any other bill due to the contractor from any Government source.

**Notes: -**

i) **Non-Timely Payment to Employees:** In case contractor regularly fails to release the wages for the preceding month on or before 7th of every month (for three months during the currency of the contracts) then a penalty @ Rs 500/- per day for a week and Rs 1000/- per day thereafter will be imposed after the stipulated time period mentioned i.e. 07th of every month at the discretion of Engineer-In -Charge.

ii) **Penalty for Absentees:** In case, if any manpower (up to 10% of total number of employees engaged under any contract) is absent on particular day, an amount equal to the minimum wages of the absent employees will be deducted from the contractor's monthly bill. If the number of absentees Operative Guidelines: FY-2025-26 **CCE (R&D) Estates South, Hyderabad** Page 8 of 110 are more than 10% of employees engaged, amount equal to minimum wages +25% penalty will be deducted.

iii) **Late Submission of Bills by the firms: -** "The Firm shall submit all bills and invoices for payment of manpower wages to the CCE / EMU office within 15 days following the end of the preceding month. Additionally, the Estate Manager / Project Manager shall submit the same bills to the paying authority within 30 days from the end of the month. In the event that the Firm fails to submit the bills within the specified time frame, a penalty of 1% of the total outstanding amount will be imposed for each week the bill remains unpaid or unsubmitted beyond the agreed submission deadline. This provision is intended to ensure timely invoicing and payment processing, and applies to all O&M contracts."

iv) The powers of the Accepting Authority under these conditions shall in no way effect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause above.

v) Accepting Authority reserves the right to levy a penalty, on a contractor found paying less than minimum wages prescribed by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi from time to time and wages decided by the Office of Accepting Authority in such cases for which minimum wages are not prescribed by the Government.

vi) **In case the selected service provider leaves the work before completion of the period of contract then Office of Accepting Authority shall be entitled to forfeit the performance security.**

(g) The mandatory payments of EPF (Employer's Share only), ESI (Employer's Share only), Bonus & GST wherever applicable will be paid by the contractor as and when due as stated above and payment receipts / proof of payment issued by concerned appellate / statutory authorities including breakup details of payments (Nominal Roll of employees, wages paid, period of mandatory payments, amount paid and their account detail thereof) in respect of above obligatory payments/ taxes shall be submitted to **CCE (R&D) Estates South, Hyderabad** through respective Engineer-in-charges on monthly basis. An undertaking in an approved format, duly countersigned by the Engineer-in-Charge/ Estate Manager shall also be submitted by the contractor, along with each monthly bill, stating that the minimum fair wages and these statutory payments are being paid by him to his employees employed for this work, regularly.

(h) **The EPF (UAN) and ESI** account numbers of all employees employed for any particular work shall be submitted to the engineer-in-charge in a reasonable period of time but not more than 45 days from the date of issue of work order. All other connected documents like Form - 'C' and Form - 'D' etc., as required by the department duly certified and signed by the Engineer-in-Charge / Estate Manager shall also be submitted.

(j) **Labour Licence:** As per Contract Labour (Regulation and Abolition) Act, 1970, to every establishment in which 20 (Twenty) or more workmen were employed on any day of the preceding twelve months as contract labour, it is mandatory to obtain labour licence from the Labour department in the respective states. In such case, Form III will be issued by the Principal Employer to the firm for applying the Labour licence. All the CCEs / EMUs are requested to obtain the Labour licence of their jurisdictions to avoid CTE and Audit objections. Operative Guidelines: FY-2025-26 **CCE (R&D) Estates South, Hyderabad** Page 9 of 110.

(k) **Performance Bank Guarantee (PBG) / Initial Security Deposit (ISD) @ 2.5%** (Two and half percent) of the initial contract price in the form of a bank Guarantee Bond, Fixed deposit Receipt (FDR), Insurance surety Bond etc. of any scheduled commercial Bank within 21 days of Letter of Intent (LOI) with initial validity up to 90 days beyond the completion of the contract shall be obtained from the successful bidder. The validity of the PBG/SD shall be extended in case the JWO period exceeds from the 15 months period. Refers General conditions of Contract Para 6.2, Page No. 22 to be followed.

(l) **Standing Bank Guarantee (BG)** could be submitted by the contractor in place of separate BG for the individual works. The amount of standing BG has been decided as ₹ 10 Lakh for the CCE Power Works and ₹ 2 Lakh for the EMU Power works for Annual maintenance contracts and for agencies enlisted under Composite Category (BIM) they may choose to submit SBG/FDR for the following values: -

**Value of Bank Guarantee**

- i) Up to 60.00 Lakhs
- ii) Rs. 60.00 to Rs. 150.00 Lakhs
- iii) Rs. 150.00 to Rs. 500.00 Lakhs
- iv) Rs. 500.00 to Rs. 2000.00 Lakhs

**Bond/FDR**

- Rs. 10.00 lakhs
- Rs. 20.00 lakhs
- Rs. 50.00 lakhs
- Rs. 100.00 lakhs

(m) **The progress** of these mandatory payments by the contractor as per periodicity laid down by the concerned appellate authorities will be monitored strictly by the Engineer-in-Charge / Estate Manager and necessary warning letters shall be issued to the defaulters from time to time. The correspondence with working agencies could be done through letters on hard copy or by registered email Id's of both Engineer-In-Charge/ Project Manager / Estate Manager and contractors. The printed copy of correspondences will be considered as legal conversation. The Engineer-In-Charge/ Project Manager / Estate Manager shall function as a nodal agency / enforcement agency for the ruthless implementation of payment of these mandatory payments.

(n) **The contractor may claim the bill in following ways:** The contractor may submit the wages bill of manpower along with proof of the statutory payment (e.g., EPF/ESI/GST etc.) for payment of the complete bill equal to the monthly amount after making the payment of all statutory payment i.e., EPF/ESI/GST/Bonus and other taxes (if any). The proof of payment in the form of challans (ECR Statements) to be enclosed. Claim for bonus amount will be submitted on half yearly (once in a six month) basis with proof of payments with connected documents like Form-'C' and form-'D'.

(p) **All agencies / firms** shall be informed to make sincere efforts either to submit workwise challans for all the statutory payments or bifurcation of the combined challans should be enclosed with bills for the works awarded by CCE & EMUs of all the employees working with agency. This will help in faster and proper scrutiny and processing of bills, as well as greatly reduce the voluminous paper works attached with bulk manpower.

(q) **A detailed assessment** after six months regarding state of these payments will be done by the Engineer-in-Charge / Estate Manager and mid-course correction, if any, be recommended to the CCE, as required. It will be ensured that in case the balance payment of these mandatory payments is more than the due amount in a particular contract, then the excess amount will be recovered from all available sources including payment dues from Operative Guidelines: FY-2025-26 **CCE (R&D) Estates South, Hyderabad** Page 10 of 110 other EMUs and CCEs, if required. All efforts and actions as required shall be taken by the Engineer-in-Charge / Estate Manager to safe-guard the government interest in this regard.

(r) **Submission of the Bills and Payment to Contractor:** Late submission of bill does not absolve the contractor of the responsibility of timely payment of salaries to his staff. Necessary pre-receipted bill is to be submitted in triplicate along with the claim on IAFA-68, in duplicate and attendance sheet / muster roll, in duplicate through the concerned Estate Manager duly endorsed by him to Accepting Authority for making necessary payments. Deduction on account of absence of staff will be as per the daily wages of the absentee staff. Monthly bill shall be submitted with proof of payment of salaries of previous month to the employed workers. For proof of payment, the following documents will be accepted:

(i) Statement of details of employees' names, account number, amount credited duly stamped by bank as proof of payment of salary to them or internet banking statement clearly reflecting transfer of salary into individual accounts.

(s) Non-submission of the proof of payment of salary or payment of salary below the minimum specified wages will deemed to be a violation of contract conditions and bills without proof of payment will be returned forthwith. Returning of bills due to non-submission of requisite documents will not be accepted as ground for delayed payment

of wages to staff. Some of the service providers are deducting "Food Charges" from salary of labour and then depositing less amount in their bank account which is not acceptable. Salary shall be paid as per MFW without any deduction.

(t) TDS @2% for Income Tax and GST as applicable will be recovered from the bills of the contractor as per Govt. rules and regulations. TDS certificate to this effect will be issued by the department.

(u) For maintenance purposes the consumables / accessories and other replaceable items which are not covered in scope shall be procured on prior permission from Accepting Authority or Engineer-in-Charge. Cost of the procured items/services will be paid along with the monthly maintenance bill on production of purchased bills with profit of 10% (Ten Percent) over the purchase bills. All replaceable shall be of standard make or approved by the Authorised Rep. / Engineer-in-charge of Accepting Authority.

(v) **Record of Employees:** Complete record of labourer being employed in all contracts shall be kept on record. The Aadhar details, bank account details, present address and police verification reports of all contract labour employed shall be maintained by the respective EMUs without fail. Employee Profile Form attached as **Appendix - 'D'** should be got filled within 45 days from the start of the job work order in respect of each level manpower. **The Estate Manager shall ensure that the engaged employee is competent, having the required qualification / experience and the approval will be granted by the Estate Manager. Once approved, no employee shall be changed by contractor without written permission of the Engineer-In-Charge.**

31. **Performance of Contractors:** It is clearly spelt out in various correspondences that irrespective of payment of monthly bills including supplementary bills to the contractors, they should ensure timely payment of wages, EPF, ESI, Bonus and GST as applicable. Delay in payment of monthly bills by EMU / CCE shall not be quoted as a reason for delayed payment to labours. The contractors shall be financially sound to cater for such eventualities. The details of contractors who default on the payment issue shall be communicated from time to time so that suitable action(s) including imposing of Ban or Downgrading the class of the contractor shall be implanted. Further, if the performance of contractor is not found satisfactory or due to violation of terms and conditions by the contractor and failure to deliver the obligations during the period of the contract will entail forfeiture of the security deposit.

32. **DAMAGES AND LOSSES / BREAKAGE**

(a) All the equipment and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by the officials of Accepting Authority. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the contractor. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make themselves available, the stock taking shall be conducted in their absence, which will be binding on them. For losses, if any due to natural calamity or any other act of God, beyond the control of either party, the Office of Accepting Authority will replenish the same, as per obligation mentioned above.

(b) All damages / breakage to the equipment / inventory in the charge of the contractor, if caused due to negligence of the contractor's employee, the cost or repair / replacement of the equipment will be borne by the contractor. Whether the damage /

breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of the officials of Accepting Authority.

(c) Assistance in procurement of men and materials: - Except as otherwise provided, all personnel, materials, equipment, licenses, transport, and any other thing required for the execution of the contract shall be managed by the contractor under his own arrangement and the Accepting Authority shall not be responsible for the same in any way, what so ever. Any assistance required may however, be considered and given on receipt of a requisition in writing.

33. **LICENSE UNDER THE CONTRACT LABOUR ACT:**

(a) The contractor shall obtain license under the Contract Labour Act and rules framed there under or other act / rules as applicable, before commencement of the work and continue to hold a valid license till completion of the contract period. The sites where the work is being executed are liable for inspection by Labour Officers / Labour Enforcement Officers or any other competent authorities. All site documents relating to labour employment as envisaged in the concerned rules / regulations / act shall be maintained by the contractor. Default in maintaining documents will entail penal action as per the relevant Act / rules / regulations, as the case may be. All other amenities authorized as per rules shall also be provided to the staff employed by the contractor.

(b) The contractor shall comply with the provision of the payment of Wages Act 1936. Minimum Wages Act 1948, Employment Liability Act 1938, Workmen Compensation Act 1923, Industrial Disputes Act 1947, and the Contract Labour (R&A) Act 1970 or the modifications thereof and the rules made there under from time to time.

(c) The contractor shall maintain the following registers as per the Contract Labour Act:-

- (i) Register of workmen as per form XIII of Rule 75.
- (ii) Register of wages as per form XVI of Rule 78.
- (iii) Employment Card as per form XIV of Rule 76.
- (iv) Muster Roll Register as per form XVII of Rule 78.
- (v) Any other register / record required by the Labour Commissioner from time-to-time.

34. **Chief Construction Engineer (R&D) Estates South, Hyderabad**, DRDO will not be responsible for any injury or loss of life of any of the contractor's personnel that may take place while on duty. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor.

35. **CONTRACT MANAGEMENT:**

(a) **Closure by Mutual Agreement:** In case of any administrative or technical reasons, natural calamities, force-majeure or any other issue which necessitates closure of any O&M work or either of the parties which desire foreclosure of work shall serve one-month notice to the other party stating the reasons for such closure. During the notice period, both parties shall discharge their obligations without fail. Necessary handing / taking over of assets shall be done at the end of the notice period. In case the Accepting Officer desires further extension due to any of the above reasons, the contractor shall accept such demand of the Department by which time, alternate arrangements

as required shall be made by the Department to take over the assets. In such eventualities, the decision of the accepting officer shall be final and binding.

(b) **Failure to execute / perform the obligatory works becoming L1 bidder:**

- (i) The L1 bidder is bound to accept the tender and execute / perform the work as envisaged in the tender documents. In case of unwilling to perform / execute the work or withdraw his L1 offer due to any reason including incorrect / wrong quoting. The Firm will be debarred to participate in any future tender for a minimum duration of one year or period as decided by accepting authority.
- (ii) Apart from the above, the complete EMD amount will be forfeited and the same will be deposited into Government treasury accordingly. No representation will be entertained in this regard. The decision of the accepting authority is final and binding

(c) **Handing / Taking Over:**

- (i) The contractor shall on receipt of work order take over the systems (assets / facilities / infrastructure / equipment etc.) in serviceable and running conditions signing of proper handing / taking over documents.
- (ii) Similarly, on expiry of period of the contract, he shall hand over all the systems in serviceable / running condition to the succeeding contractor / department. The contractor at his own cost shall provide the deficiencies / shortcomings and carry out all repairs / maintenance required for the purpose.

(d) **Notice to Local Authorities during Execution:** The contractor shall be responsible for giving all necessary notices to the local authorities while the work is in progress. He shall also be responsible for the adequate lighting at any place and clear any heap of materials or other obstacles which may be dangerous or nuisance to the public.

(e) **Stamp Duty:** The stamp duty as applicable shall be payable only by the contractor.

(f) **Payment of Minimum Fair Wages (MFW):**

- (i) All statutory payments shall be responsibility of the contractor. The contractor shall pay his employees, the rate of Minimum Fair Wages (MFW) as approved by Government of India Min of Labour & Employment or as approved by the local authorities for the respective area of work being executed, whichever is higher, and as per Rules and Acts as amended by Government from time to time. If the minimum wages are revised by Government of India Min of Labour & Employment, the incremental wages, if applicable will be paid and contract value will be amended accordingly.
- (ii) The MFW shall comprise of basic rate and variable dearness allowance (VDA) and no other factor. The change in variable DA announced (generally every six months) during the currency of the work order shall also be payable to the employees which will be paid by department as applicable.

- (iii) The payment registers and other documents as specified by the governing authorities shall be maintained by the contractor. Default on payment of MW will lead to cancellation of the contract. In case of default, the contractor shall be liable for penalty and legal actions by competent labour authorities as per rules.
- (iv) The contractor shall comply with the provisions of the Payment Wages Act, Minimum Wages Act, Bonus Act, Employment Liability Act, Workmen Compensation Act, Industrial Disputes Act 1947, Maternity Benefits Act 1961 and the Contract Labour (R&A), Bonus Act or the modification / amendments thereof and other laws relating thereto and the rules made thereunder from time to-time.

**Note: - The minimum wages for all Operation, Maintenance & Maintenance services to paid by the contractor to the employees as per GOI, Ministry of Labour and Employment Order”**

Any lapse in this regard may lead to temporary / permanent de-enlistment or ban as decided by the Enlisting Authority. The decision of the Enlisting Authority is final and binding on the contractor. No representation in this regard will be entertained. In case of any injury / loss of life to the contractor’s staff inside or outside the Laboratories / Establishment, it shall be the sole responsibility of the contractor in respect of payments towards any treatment or compensation or legal matters arising therefrom. The payment towards the group insurance shall also be made by the contractor.

(g) **Technical Examination of Works:** All works are subjected to technical examination by the Technical Examination and Design Cell (TEDC) of DRDO, New Delhi. All documents as required and as demanded by the inspecting officer shall be produced for verification. Observations raised by the inspecting officer shall be attended to by the contractor immediately. Recovery, if any, due to default or other reasons shall be payable by the contractor immediately. The same shall be deducted from the monthly bills, as and when due or from any other dues and in case the said contract is completed the recovery is made from the security deposit.

(h) **Engineer-in-Charge:** Generally, **the Estate Manager of the concerned EMU (R&D)** shall function as Engineer-in-Charge for all the O&M works, unless specified otherwise. They must ensure the following:

- (i) Operation & Maintenance of all O&M works as per contract conditions and as per general enquiry practice.
- (ii) Monitor / maintain attendance, deployment of labour, ensure quality of work etc.,
- (iii) Ensure firmly payment of wages and EPF, ESI, Bonus etc. to labour as per contract conditions / statutory provisions.
- (iv) Issue notices to the contractor in case of failure of payment of wages by contractor or payment not made as per minimum fair wages and other provisions given in the contract.
- (v) Periodic audit of MRO deposits of revenue collection of Transit tariffs by the contractor.

- (vi) Surprise check of performance of works, hygiene, uniforms etc.
  - (vii) Planning and execution of various checks and balances as per rules / periodicity.
  - (viii) Obtain bills from contractor along with supporting documents as listed, in time and forward to CCE for payment.
  - (ix) Thorough check of all bills and supporting documents including checking of online payment of EPF, ESI, GST etc.,
  - (x) He will be the overall in-charge of execution of all O&M works matters in consultation with CCE or his rep.
  - (xi) Preparation and submission of replies to CTE / Test audit and other agencies when required.
- (j) **Part Closure of Work Order:** If need arises for part closure of the work order / contract for specific period as decided by the **CCE (R&D) Estates South, Hyderabad**, due to admin or other reasons like special repairs, additions / alterations, etc., the **CCE (R&D) Estates South, Hyderabad** reserves the right to reduce the staff strength and the contract amount on pro-rate basis. Other charges, like payments, etc. shall be worked out proportionately, and shall also be deducted from the monthly bill accordingly. The decision of the **CCE (R&D) Estates South, Hyderabad** is final and binding in this regard. No representation will be entertained in this regard.

In case any / all services covered under the work order also need to be curtailed or suspended due to any reason, for a period to be communicated in writing by the **CCE (R&D) Estates South, Hyderabad**, commensurate rates as per admin approval including other charges and payments as applicable will be deducted from the monthly bill of the contractor. The contractor shall have no objection, whatsoever in this regard. The decision of the **CCE (R&D) Estates South, Hyderabad** shall be final and binding.

(k) **Arbitration:** In the event of any dispute / difference arising under the work order / contract (except the clause on any matter, the decision of which is specially provided for) shall be referred to the Director (Civil Works & Estates), DRDO HQ, New Delhi for arbitration whose decision will be final and binding on both. The arbitrator shall be appointed by the Director (CW&E), HQ DRDO / RD-28. The award of the arbitrator shall be final and binding on the parties. The arbitrator shall be entitled to extend the time of award by consent of the parties from time to time. The venue or arbitration will be at the discretion of the arbitrator. Subject as aforesaid, the arbitration Act 1940 and the Rules there under, any statutory modifications thereof for the time being in force, shall be deemed to apply to the arbitration proceeding under this condition. In case of any dispute, no other channel / mean shall be exploited by the contractor unless the provisions provided above.

**SPECIAL CONDITIONS OF CONTRACT - FOR WATCH AND WARD SERVICES**

1. **QUALIFICATION / SKILL LEVELS:** Skill level certificates of all persons employed shall be submitted to the department on award of contract. The following is the minimum desired educational qualifications and experience for the personnel contractor's personnel at site: -

Sl. No.	Designation	Skill Level	Qualifications / Experience in Relevant Field
Watch & Ward Services			
1.	Supervisor	Skilled	10 <sup>th</sup> Pass with 05 Years experience in the concerned field with proper physical fitness and / OR educated enough to read write and speak local standard language with proper etiquettes etc. Not more than 60 year of age will be employed
2.	Security Guards without arms	Skilled	10 <sup>th</sup> Pass with 03 Years experience in the concerned field with proper physical fitness and / OR educated enough to read write and speak local standard language with proper etiquettes etc. Not more than 60 year of age will be employed

2. **DUTIES AND RESPONSIBILITIES - WATCH & WARD SERVICES:** The agencies selected for the services in the Watch & Ward Service are expected to function as per the scope as mentioned below: -

(a) To ensure security of all Govt. property inside the residential area which includes buildings, institutions, amenities, vehicles, stores, fencing electrical and other fitments, furniture and arboriculture assets etc. These assets shall be guarded properly.

(b) The security Guard should observe movement of the entire visitors, staffs and labours etc. Visitors should be permitted to enter inside the campus only after making entry in the Visitor's register.

(c) To ensure that vehicle and stores are not allowed to be taken / brought out without proper passes / authority or documentation. He has to maintain a record of the movement of vehicle, personnel and store as per the directions of the Estate Manager / Engineer-in-Charge.

(d) The patrolling to the identified points should be carried out each and every hour during the day and night shifts.

(e) As and when required, the security supervisor to attend the duty at the main gate and reception, wherever required.

(f) To prevent encroachment on Govt. land, institutional amenity building and residential estate and to report such incidents to the Estate Manager / Engineer-

in-Charge by the quickest means and also to assist the department in evicting such encroachment.

(g) Regulate traffic and ensure proper parking of vehicles.

(h) To ensure clearance of stray dogs and animals which are destroying arboriculture assets etc from the residential area by arranging their collection and further disposal as directed by the contract manager.

(j) To ensure prevention of trespassing of unauthorized personnel to the residential area and if takes place apprehending and arrange to hand over them to the Civil Police.

(k) Should be vigilant all the time and check pilferage and implement anti -theft measures. To prevent loss, theft or fire in the residential estate and in case of any abnormal incidents intimates the same to the Estate Manager / Engineer-in-Charge by the quickest means. To put on / off security lights and to report any defects therein to the Estate Manager / Engineer-in-Charge.

(l) Guard should not give lenient or casual impressions in the duties and they should be alert and attentive all the times.

(m) Guards should maintain proper decorum, good behaviour and discipline for performing their duty and dealing with guests/visitors and officers/staff in a good manner.

(n) Allow no unauthorized persons, hawkers and vendors in residential buildings, guest houses/ Transit Facilities and Hostels.

(p) To carry out any additional tasks on special instructions given by Estate Manager / Engineer-in-Charge.

(q) Allow no unauthorized persons except the staff members with due permission of the competent authority in the guarded areas.

(r) Security guards should not leave their points unless and until the reliever comes for shift duties, shift in charge will maintain all the registers, which are kept at concerned place.

(s) As regards performance of duties, it should be to the entire satisfaction of the CCE / EMU Manager. Any lapse on the part of the security being provided will be at the risk and cost of the contractor.

3. **SCOPE OF SERVICES:** The scope of service requires the Firm / Agency is to provide Manpower in the designated locations / areas as specified in the contract agreement. The Firm / Agency would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the duties in a manner desired by the Competent authority. The services shall be rendered as per the agreement signed between the parties. The services maybe required for one or more locations. The Competent authority of this service will have the option to choose the desired manpower on the basis of type of function, educational qualification, work experience, skill categories as per their requirement.

#### 4. **SERVICE DETAILS AND STANDARDS:**

(a) The firm / agency; while providing the services shall be compliant with all the applicable laws with respect to this organization, region or premises. List of central labour laws under Ministry of Labour and Employment is specified in tender documents, Firm / Agency shall follow all the laws with applicability.

(b) It is the responsibility of the firm / agency to provide manpower as per EMUs/ CCEs requirement. The person deployed should not below the age of 18 years old and not more than 58 years.

(i) The persons deployed should be efficient while handling the assigned work and complete the assigned work in given timelines. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

(ii) The Firm / Agency should have a legal status, it can be a registered Proprietorship Firm/ Partnership under Companies Act having legal entity with all statutory licenses/ registration for Firm/ carrying out such activities like registration with labour department, PF Act, 1952, ESI Act, 1948, Income Tax Act etc.

(c) The firm / agency shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Firm / Agency to the EMUs / CCEs on demand.

(d) Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Competent authority and firm / agency and should be in compliance with all the labour laws.

(e) In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Competent authority in the billed amount if no replacement is provided.

(f) Employers share of EPF, ESI, ELDI, Insurance and other relevant/ mandatory compliances shall be deposited to the respective authorities with proof of deposit of both employee and employer share by within first 7 working days of the succeeding month.

(i) The Firm / Agency shall be required to keep the Competent authority updated about the change of address, change of the Management etc. from time to time.

(ii) The Firm / Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.

(g) After award of contract, if the firm / agency is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Firm / Agency will be banned. Any amount received from its manpower as registration or any fees by the firm / agency will be recovered from the pending bills and will be paid directly to the concerned manpower.

(h) Any violation of contractual obligations by the Firm / Agency / manpower shall attract penalties, before imposing a penalty, the Competent authority will provide 3 days prior notice to the Firm / Agency to make its representation. The Firm / Agency confirms and agrees that penalty whenever becomes payable, shall be deducted by the Competent authority from the payments due to the Firm / Agency.

(j) In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities shall be borne by the Firm / Agency.

(k) The manpower deployed shall be punctual and reach to the designated places on the time defined by the Competent authority, prior information shall be given to Competent authority for any delay/ absence. In case, deployed person comes late/leaves early on three occasions, wage shall be deducted as per the clause specified in the Contract agreement.

(l) The Firm / Agency shall adhere to the timeline given by Competent authority for providing the required manpower on the designated locations/places.

(m) The firm / agency shall provide the manpower with proper uniform, badges, whistle, torches, identity card etc. As specified in the contract agreement. Additionally, the agency should provide suitable uniforms with shoes (with seasonal requirement like overcoat in winters and raincoats in rainy seasons) to the employees. Logo and name of the firm should be clearly embroidered on uniforms.

(n) A certificate is required from the firm that the guards employed by them are not working in any private/Government department. Although, if it will come to the notice of department, guards supplied by the agency to any of the contract of this office is/are engaged in other department, necessary disciplinary action shall be taken against his or their agency and performance security of agency will be forfeited.

5. **SERVICE ASSUMPTIONS:**

(a) The Firm / Agency shall not sublet any part of the Contract. The Firm / Agency shall be responsible and liable to deliver the services as per the contract.

(b) The Firm / Agency would be required to provide sufficient and qualified manpower as per the educational qualification specified in the contract, if Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, desired work experience etc. may lead to penalties.

(c) The persons deployed by the Firm / Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees

during the currency or after expiry of the Agreement.

(d) No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Firm / Agency will be entertained by the Competent authorities.

(e) The working hours and days of the outsourced manpower shall be as per the existing applicable rules of the Competent authority. The deployed manpower shall get the benefit of holidays as notified/ declared by the Competent authority.

(f) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Firm / Agency and additional manpower shall be withdrawn at the given time. If the requirement is increased, the Firm / Agency shall provide additional manpower on the same terms and conditions in reasonable time.

(g) The Competent authority will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Firm / Agency. The manpower as well as the Firm / Agency shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the competent authority will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Firm / Agency.

(h) The competent authority shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Firm / Agency reserves the right to remove any personnel with prior intimation to the competent authority in case of any emergencies.

(j) Any damages / losses caused by deployed manpower shall be borne by the agency itself. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Firm / Agency in the course of their performing the functions/duties, or for payment towards any compensation.

6. **LIMITATIONS OF SERVICE DELIVERY (IF ANY)**

(a) The Firm / Agency will provide manpower services as per the service categories/ manpower as specified in the contract.

(b) The competent authority will have option to replace the proposed manpower in case of non-performance, non-delivery or in another exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification and number of years of experience, also prior approval.

7. **CONTRACTOR'S OBLIGATIONS**

**Firm / Agency obligations will include the following: -**

(a) The Firm / Agency shall be responsible for ensuring compliance with the provisions related to Labour Law (Central/State), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time.

(b) The Firm / Agency shall maintain all statutory registers under the Law and

shall produce the same, on demand, to the Department or any other authority under Law.

(c) The Firm / Agency shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be certified by the Firm / Agency. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Firm / Agency liable for legal action.

- (i) The Firm / Agency shall be responsible for police verification, character and antecedents' verification of the manpower. The same may be verified by the Competent authority at the time of joining of the manpower, if he/she so desires.
- (ii) The Firm / Agency shall furnish the following documents in respect of the manpower deployed by them in the given time limit:
- (iii) List of persons deployed (monthly)
- (iv) Biodata/ resume with antecedents' details (at the time of deployment)
- (v) Copy of Aadhaar Card of the candidates (at the time of deployment)
- (vi) Identity Cards issued by Firm / Agency bearing photograph (within 8 days of joining)
- (vii) Identity proof and residential proof (at the time of deployment)
- (viii) Copy of police verification certificate (at the time of deployment)
- (ix) All selected manpower shall wear Identity Card provided by the Firm/ Agency every day during working hours.

**Notes:**

i) Provision of lathies, torch & whistle etc. should also be included in the amount in consideration.

ii) If the contract for any work is for a period of less than 06 months, one set of uniform has to be considered and the amount for the same may be reduced accordingly. One set of uniform consists of shirt half / full sleeve, pant / trouser, a pair of shoes, cap apart from winter clothing.

iii) Guards should also be provided with registers for maintaining record of duties assigned to him.

(d) The Firm / Agency shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Engineer-in-Charge.

(e) In an event of deployed manpower availing leave, suitable substitute(s) shall be provided by Firm / Agency.

(f) Consequent to poor performance of deployed manpower, Firm / Agency

shall immediately replace the deployed manpower with intimation to the Engineer-in-Charge for maintaining service levels and continuity.

(g) The Firm / Agency shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.

(h) The Firm / Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the employees engaged for the said work.

(j) The Firm / Agency shall furnish statement of amount paid for the month to the manpower deployed along with cheque number and date and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Competent authority.

**EMPLOYEE PROFILE FORM**

**कर्मचारी के विवरण का प्रारूप**

Name / नाम	:	_____	<p><u>Affix</u> <u>Passport Size</u> <u>Photo</u></p>
Name of Post / पद का नाम	:	_____	
Date of Birth / जन्म तिथि	:	_____	
Aadhaar Card No. / आधार संख्या	:	_____	
Father / Husband's Name	:	_____	
पिता / पति का नाम	:	_____	
Local Address & Mobile / स्थानीय पता तथा मोबाइल नं	:	_____	
Permanent Address & Mobile	:	_____	
स्थायी पता तथा मोबाइल नं	:	_____	
Police Verification	:	_____	
पुलिस सत्यापन हुआ या नहीं	:	_____	
Bank Account Details	:	_____	
बैंक खाता विवरण	:	_____	
Educational Qualification & experience (if any)	:	_____	
शैक्षिक योग्यता तथा कार्य अनुभव, यदि है	:	_____	
UAN / EPF Number	:	_____	
ESI Number	:	_____	
Date / दिनांक	:	_____	
Work Order Number & Date	:	_____	
Contractor's Name & Address	:	_____	
Remarks / टिप्पणी	:	_____	
Date / दिनांक	:	_____	
Remarks / टिप्पणी	:	_____	
Date / दिनांक	:	_____	

Signature

Contractor's Signature

Officer-in-Charge

कर्मचारी निर्धारित कार्य के योग्य है / योग्य नहीं है  
Employee is suitable / Not suitable for allotted work

Estate Manager

**ENQUIRY NO: CCEESTS/ENQ/PUNE/WW-03/23 /2026-27 DATED 18 May 2026**

**DETAILS OF ESTIMATED COST OF TENDER**

Name of Work: Watch and Ward Services to R&D Estate at DIAT, Girinagar, Pune

Station: Ahmednagar ('A' Area)

**PART A (Monthly Wages)**

Sl. No.	Description/ Category	Skill Level	A/U	Qty	Rate per month (in Rs)	Amount (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Supervisor	Skilled	No	2	26208.00	52416.00
2	Security Guards	Skilled	No	34	26208.00	891072.00
3	Relief	Skilled	No	5	26208.00	131040.00
4	<b>Total (Sl.No. 1 to 3)</b>			<b>41</b>		<b>1074528.00</b>
5	EPF @ 13.00% (considered upto maximum ceiling of Rs. 15000/- per head) (45x Rs. 15000/-@ 13%)					<b>79950.00</b>
6	ESI @ 3.25% (considered upto maximum ceiling of Rs. 21000/- per head)					<b>0.00</b>
7	Bonus @ 8.33% on wages per year (on Sl No.2) considered upto maximum ceiling of Rs. 21000/- per head					<b>0.00</b>
8	VDA (6% on Sl No. 4)					<b>64471.68</b>
9	<b>Total (Sl No. 4 to 8)</b>					<b>1218949.68</b>
10	<b>Total for 12 Months (Sl No. 9 x 12)</b>					<b>14627396.16</b>
<b>NIT Amount</b>					<b>Say</b>	<b>14627396.00 (A)</b>

**PART B**

**DETAILS OF GST AND OTHER PAYMENTS (TO BE REIMBURSED)**

11	<b>Uniform &amp; Accessories:</b> Two Sets of Uniform and accessories to including lathies, torches, cells, shoes, cap, belt, jersey/ pullover/ raincoat for winter and rainy season, as required and as approved by the Estate Manager/ Engineer-in-Charge for 12 months (Rs. 5000/12 months x Total No. Of Security Staff)			41	416.67	205001.64
12	Total on Sl No. 11					205001.64
13	GST on (Sl No. 10+12) at prevailing rate i.e @18%					2669831.60
14	<b>Grand Total (Sl. 12 to 13)</b>					<b>2874833.24</b>
<b>Say</b>						<b>2874833.00 (B)</b>

<b>ESTIMATED COST OF TENDER</b>							
15	<b>Wages Amount (PART A)</b>				<b>(A)</b>	14627396.00	
16	<b>Reimbursement Amount (PART B)</b>				<b>(B)</b>	2874833.00	
17	<b>Estimated Cost of Tender (Sl. No. 15 &amp; 16) (A) + (B)</b>						17502229.00
18	<b>CP &amp; OH (15% on NIT Amount i.e Sl.No. 10)</b>						<b>2194109.42</b>
19	<b>GST at prevailing rate i.e @18% on CP &amp; OH (Sl. No. 18)</b>						<b>394939.70</b>
20	<b>Grand Total (Sl. No. 17+18+19)</b>						<b>20091278.12</b>
					<b>Say</b>	<b>200.91</b>	

**NOTES:**

- (a) The wages for the staff has to be considered for the complete month with six days working and one weekly off.
- (b) Minimum Wages shall be revised in April and October every year hence the contractor shall pay the wages accordingly without waiting reminder from department.
- (c) Wages to be paid to the workers shall not be less than that notified by Chief Labour Commissioner, Ministry of Labour and Employment, Government of India.