



REF. NO.: 40095/CCEESTS/CNI/AB-2/2026-27

19 May 2026

NOTICE INVITING e-TENDER/ TENDER ENQUIRY
ARBORICULTURE SERVICES TO R&D ESTATE AT RESIDENTIAL AREA
BHARATHIYAR NAGAR & VIKAS NAGAR, AVADI CHENNAI

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	Arboriculture Services to R&D Estate at Residential Area Bharathiyar Nagar & Vikas Nagar, Avadi Chennai
b)	Tender Enquiry No.	CCEESTS/ENQ/CNI/ARBO-02/21/2026-27 Dated 19 May 2026
c)	i) Estimated Cost of Wages	₹ 30,28,915/- (Rupees Thirty Lakhs Twenty Eight Thousand Nine Hundred and Fifteen 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)	₹ 45,82,836/- (Rupees Forty Five Lakhs Eighty Two Thousand Eight Hundred and Thirty Six Only) For details refer Appendix-'E' of tender enquiry
d)	Type of contract / work order	Open Tender Enquiry (OTE) amongst the enlisted agencies/ Percentage Rate Tender
e)	Cost of Tender Documents	-NIL-

f)	Amount of earnest money	<p>₹ 91,657/- (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.</p> <p>Note: A part of earnest money is acceptable in the form of bank guarantee, Insurance Surety Bond. In such cases 50% of earnest money or ₹ 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.</p>
CRITICAL DATES		
g)	Publishing date and time of tender documents	19 May 2026 at 1600 hrs
	Starting date & time of downloading of tender documents	19 May 2026 at 1600 hrs
	Starting date and time of bid submission	19 May 2026 at 1600 hrs
	Closing date and time of bid submission	08 Jun 2026 at 1400 hrs
	Closing date of submission of hard Copies of Cover-1 (Technical bid including all eligibility criteria documents)	08 Jun 2026 at 1500 hrs
h)	Date and time of opening of technical bid (Cover-1)	<p>09 Jun 2026 at 1400 hrs In case the bidder has any queries regarding his eligibility or otherwise, the same should be got clarified before opening of technical bid.</p>
i)	Date and time of opening of price bid (Cover-2)	Will be made available online to the eligible bidders after completion of evaluation of Technical Bid.
j)	Validity of Tender/ Bids	120 Days from last date of submission of tender.
k)	Accepting Authority	CCE (R&D) Estates South, Hyderabad
l)	Next Higher Engineer Authority	DCW&E HQ, New Delhi
m)	Duration	12 (Twelve) Months

n)	Procedure for submitting Tender	<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 – Financial bid/ Price bid.</u></p> <p>(b) On the due date & time of bid opening of the Cover-1, Technical Bid i.e., 'Eligibility Criteria documents' only will be opened and processed.</p> <p>Notes:-</p> <p>a) 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., 08 Jun 2026 at 1500 hrs.</p> <p>b) No documents pertaining to Cover-2 (Price Bid) shall be submitted in hard copy. Bids with hard copy of price bid will be rejected.</p>
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2. **Eligibility Criteria:**

(a) All agencies enlisted with DCW&E, New Delhi in Composite Category of **AB-I** are directly eligible without any PQ Criteria. Copy of mandatory documents required as per Table-A to be submitted & uploaded in Cover-I.

(b) All agencies enlisted with DCW&E, Enlistment Estate Management and Maintenance (DRDO-2024) under EIM-II, EIM-III & EIM-IV Categories 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(ii) 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., **₹ 18.33 Lakhs** or above of the estimated cost of **₹ 45.83 Lakhs.**

OR

- (ii) Two similar completed works each costing not less than the amount equal to 50% of estimated cost, i.e., **₹ 22.91 Lakhs** or above of the estimated cost of **₹ 45.83 Lakhs.**

OR

- (iii) One similar completed works costing not less than the amount equal to 80% of estimated cost, i.e., **₹ 36.66 Lakhs** or above of the estimated cost of **₹ 45.83 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., ₹ 18.33 Lakh or above of the estimated cost of ₹ 45.83 Lakh 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), sub-parts (i), (ii) and (iii).**

(b) Definition of Similar works for Arboriculture services : - Definition of similar work in Arboriculture Services by providing skilled manpower having good experience in Arboriculture activities like plantation, landscaping, nursery, floral interior/exterior decorations, grassing and other arboriculture related works for at 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 – V**) with Copies of completion and performance certificate (**Refer Annexure – VI**) 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, and / or 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 all agencies enlisted as per para 2 (i) & (ii) above:- 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.
- (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.**

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

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

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 ₹ 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.**

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, Annual Maintenance Charges (Management Services), Stores 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 will not be accepted after receiving the prescribed time and date as set out in the Tender Notice or subsequent extensions, if any, notified by the office. 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**

- (vii) **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 li-

able 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 **Chennai** 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
Name :Shri M Muthukumarar, Technical Officer 'D' Estate Manager, EMU (R&D), Chenna Phone Office: 044 26380406/26377075 Email id: emu-chennai@gov.in	Name: Shri Shaik Fazlu Rahiman, TO Phone -: 040-24401023 Office 040-24401000 Email id: ccerndestts.hq-ts@nic.in

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. **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% {para 24 (b)} over the Minimum Fair Wages approved by the competent authority includes payment to be made by the contractor towards Insurance Cover (Workmen / 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 ₹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.

24. **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.

25. 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.

26. **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.

27. **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.

28. **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.

(S. Fazlu Rahiman)
Technical Officer
for CCE (R&D) Estates South, Hyderabad

Enclosure:

- | | | | |
|-----|-------------------------|---|--|
| 1. | Appendix 'A' | - | Scope of Work |
| 2. | Appendix 'B' | - | Terms & Conditions |
| 3. | Appendix 'C' | - | Special Conditions of Contract for Arboriculture 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	dcwe-works1@gov.in
2.	CCE (R&D) North, Delhi	011-26767225)	ccernd.north@gov.in
3.	CCE (R&D) Central, Delhi	011-26152757)	ccerndcentral1-drdo@gov.in
4.	CCE (R&D) Delhi, Delhi	011-23814902	admin.ccedelhi@gov.in
5.	CCE (R&D) West, Pune	020-25865061	ccewest-drdo@gov.in
6.	CCE (R&D) East, Kolkata	033-22420170	ccekolkata.estates@gov.in
7.	CCE (R&D) Estates North, Chandigarh	0172-2651100	cceestn.estates@gov.in
8.	CCE (R&D) South, Secunderabad	040-27751405	ccernds.drdo@nic.in
9.	CCE (R&D) Special Maintenance, Nagpur	040-27751405	ccenagpur@drdo.gov.in
10.	EMU (R&D), Bangalore	080-25348127	emurnd.blr-drdo@gov.in
11.	EMU (R&D), Balasore	06782-272149	emu.chp@nic.in
12.	EMU (R&D), Chandigarh	0172-2639038	emurnd.chd@gov.in
13.	EMU (R&D), Chennai	044-26375919	emu-chennai@gov.in

Sl. No	Office Name	Fax No	Gov Mail ID
14.	EMU (R&D), Delhi	011-23960738	emurnd.delhi@gov.in
15.	EMU (R&D), Dehradun	0135-2780379	emu.deal@gov.in
16.	EMU (R&D), DRDO Bhawan, New Delhi	011-23007934	emu.hqr@gov.in
17.	EMU (R&D), Hyderabad	040-24346246	emurnd.hyd-drdo@gov.in
18.	EMU (R&D), Jagdalpur	07782-227167	emujpr-drdo@gov.in
19.	EMU (R&D), Nagpur	0712-2520286	emudrdongp@gmail.com
20.	EMU (R&D), Nasik	0255-7279001	emu-nasik-drdo@gov.in
21.	EMU (R&D), Pune	020-25865105	emupune-drdo@gov.in
22.	EMU (R&D), Tezpur	03712-258534	emu.tezpur@gov.in
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.

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 atis 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 upto (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 expireand 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

CCE (R&D) Estates South

M/s _____

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:

Ser No.	Particulars	Work-I	Work-II	Work-III
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 & Address of the Client :

Details of Works executed by :

1	Name of work with brief particulars incl. location	
2	Nature of Work	
3	Agreement No. and date	
4	Agreement amount (Rs. In Lakhs)	
5	Date of commencement of work	
6	Stipulated date of completion	
7	Actual date of completion	
8	Details of compensation levied for delay (indicate amount) if any	
9	Gross amount of work completed and paid (Rs. In Lakhs)	
10	Name of address of the authority under whom works executed	
11	Whether the contractor employed qualified supervisor/staff during execution of work	Yes/No
12	i) Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory/ Poor
	ii) Amt. of work paid on reduced rates. If any	Yes/No
13	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
14	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 behavior	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 percent age progress of work	Remaining work in percent age (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: Arboriculture Services to R&D Estate at Residential Area
Bharathiyar Nagar & Vikas Nagar, Avadi Chennai**

Station : Chennai

SCOPE OF WORK

Scope of work under this contract includes “**Arboriculture Services to R&D Estate at Residential Area Bharathiyar Nagar & Vikas Nagar, Avadi Chennai**” by engaging the following manpower & items/ materials given under and as covered under scope of work & terms and conditions:-

Sl. No	Description	A/U	Qty	Remarks
	Maintenance of arboriculture assets including replacement of casualties, regular watering, earthing up, deweeding, and making basin/ Beds. Providing supports, application of manure and fertilizer as per requirement of species (tree and shrubs) and season, mowing of lawns/ cutting of hedges/ pruning of shrubs & tree and spraying of insecticide/ pesticides etc as and when required including disposal of garbage/ arbo waste at earmarked location for the following:-			
a)	Lawn	Sq.m	7795	
b)	Hedge	RM	2420	
c)	Shrubs	Nos.	3590	
d)	Potted Plants	Nos.	350	
e)	Ground Cover	Sq.m	1650	
f)	Doob Grass Topping	Sq.m	16300	
g)	Shrubbery	Sq.m	440	
h)	Flowering Ground Creeper	Sq.m	350	
	Man Power	Nos.	10	
2.	Duration of Work	12 (Twelve) Months		

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

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 repre-

sentation will be entertained 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 authorized 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 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 bye-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.

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

- Normal uniform @ ₹ 4000/- per annum per head for all areas.
- Special uniform @ ₹ 5000/- per annum per head for high altitude / bed climate / remote areas.

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:-

(a) 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.

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

(c) 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.

(c) ****** 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.

(d) **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 ₹ 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 ₹ 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.**

(e) **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)

(f) **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.

(g) **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.**

(h) 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.

(j) **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.

(k) **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**.

(l) **Arboriculture Services:**

- (i) For the Tools Plants & Machineries (TPM), fertilizers, manure, insecticide etc: As of now, the existing procedure of taking 10% of total manpower cost i.e. 4% for TPM & 6% for fertilizer, manure and pesticides shall be followed. The service provider shall produce documentary evidence in support of the TPM, fertilizer / manure procured as per maintenance standards required which shall be duly endorsed / verified by the Engineer-in-Charge or his rep. In absence of the same, recoveries shall be affected by the department on the recommendations of the CCEs / EMUs. In absence of documentary proof for the availability / purchase of items etc., the deduction @4% for TPM and @6% for fertilizer, manure and pesticides shall be deducted from the running bill.
- (ii) **Disposal of Garbage/Arbo Waste:** This section dealt with the disposal of garbage and waste generated from the maintenance of arboriculture assets and landscaping work. 3% cost of manpower cost shall be considered for disposal of such wastes. Out of 3%, 1% shall be paid for the disposal of wastes within/ outside the campus at the prescribed location by engineer-in-charge/ concerned lab representatives in lead limit of 02 KM. It shall be paid invariably without submission of documentary proof. If it is required to dispose the waste out of campus at prescribed location and when the external vehicle is required, the payment in addition from 2% shall be made on production of documentary proof and approval of engineer in charge.

- (iii) **Seasonal Flowers and Potted Plants:** Seasonal flower pots / plants required for raising day functions, visits of dignitaries, senior delegates, etc., can be projected depending upon the area being maintained for which, an additional amount @2% of total manpower cost shall be included in the estimates and procurement / supply of items like seasonal flower plants, potted plants and necessary paints required for decoration of plants etc. shall be done only on the directions of the Engineer-In-Charge and payment shall be done on production of purchase vouchers In absence of use of these items, the payment shall not be made to the contractor. The assets so procured / provided shall be entered in the arboriculture assets register.
- (iv) **If the trip rates and number of trips for the disposal of arbo-garbage vide para-2 of Appendix-'D' are not finalised locally, the amount @ 3% of the cost of manpower shall be considered for transportation / disposal of garbage. This amount can be added with the Sl. No. 3(b) for estimation purposes.**

(m) **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.**

(n) **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: -

<u>Value of Bank Guarantee</u>	<u>Bond/FDR</u>
(i) Up to 60.00 Lakhs	₹ 10.00 lakhs
(ii) ₹ 60.00 to ₹ 150.00 Lakhs	₹ 20.00 lakhs
(iii) ₹ 150.00 to ₹ 500.00 Lakhs	₹ 50.00 lakhs
(iv) ₹ 500.00 to ₹ 2000.00 Lakhs	₹ 100.00 lakhs

(p) **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.

(q) **The contractor may claim the bill in following ways:**

(r) 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'.

(s) **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.

(t) **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.

(u) **Submission of the Bills and Payment to Contractor:**

(i) 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:

➤ 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.

➤ 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.

➤ 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.

➤ 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 ar-

rangements 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”

(v) 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 ARBORICULTURE SERVICES

TENDER FOR ARBORICULTURE SERVICES

1. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Cost of manure purchased (as per approval of Department) will be reimbursed on production of documentary proof of purchase duly certified by Engineer-in-charge.
2. Submission of a bid by a bidder implies that he has read contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
3. The work shall be carried out as per CPWD yardstick, CPWD Specification-2009 Vol. I & II with up to date correction slips and 'as per CPWD Horticulture specification.
4. The contractor shall take instructions from the Engineer-in-charge regarding supply and stacking of material at site and execution of work etc., He shall bear all charge for storage and safe custody of materials. All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture works and in lawn areas whatsoever shall be disposed of on daily basis by the contractor to the specified common disposal point and nothing extra shall be paid on this account. In case of non-removal / disposal in the specified period, penalty as fixed by the Department will be recovered from the contractor.
5. The contractor or his supervisor will regularly meet with the site officer-in-charge for taking the directions for the execution of work.
6. In case of any causality of shrubs, trees or any other plants, during maintenance period, contractor will have to replace the trees/shrubs/other plants of the same height and specification at his own risk and cost and nothing extra shall be paid for the same.
7. The rejected and substandard material should be removed from the site of work immediately, the Department shall not be responsible for any damage/loss of rejected material.
8. The staff deployed for the work must have good knowledge about horticulture works operations like hedge cutting, lawn mowing, planting of trees/seedlings, lawn maintenance, potted plants maintenance etc. The supervisor should be well behaved, experienced and qualified to communicate with the clients, occupants, staff and officers.
9. The contractor shall maintain the attendance of staff/labour deployed at site as per the direction of Engineer-in-charge.

10. The material required for maintenance shall be supplied as and when required basis, as per direction of Engineer-in-charge.
11. All the T&P, related spare parts, its repairing, fuel and other then T&P items like irrigation pipe, hession cloth, broom etc. required for maintenance shall be arranged by the contractor at his own cost.
12. The Department shall not be responsible for any injury, or death of any worker at site due to accident during functioning of the equipment or by negligence of the " contractor/agency.
13. The contractor will be responsible for police verification of the labour & permission of vehicles deployed for the execution of work They have to follow all the security norms/guidelines of the Department. A list of workers deployed will have to provide to the Engineer-in-charge before starting the work to get the necessary security passes and other security clearance well in advance.
14. All the engaged workers are to be equipped with photo identity cards issued by the contractor and contractor will maintain their particulars (i.e. Name, Father's Name, Local Address and permanent address etc.). A copy of the same will be provided to the Engineer-in-charge. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.
15. The attendance details shall be maintained by the contractor as per direction of Engineer-in-charge to verify at any time. This will be submitted with each RA bill along with particulars as mentioned above.
16. In case of any restriction imposed for working in the area by the security agencies or any other authorities during events, contractor shall strictly follow such restriction and nothing extra shall be payable to the contractor on this account.
17. The contractor will have to engage the minimum labour (as per yard stick of the work) not below the age of 18 years.
18. The contractor or his representative should be available at site on every visit, of Engineer-in-charge as well as visit of senior officers.
19. In order to ensure the suitability of good earth supplied for Horticulture purpose, lab test will be required for every 300 cum of good earth supplied.
20. If good earth is rejected due to certain reasons, the same should be replaced immediately by the Contractor at his own risk and cost.
21. The Department shall be at liberty to discontinue/cancel agreement by serving oneweek notice without assigning any reason thereof. Decision of the CCE(R&D) Estates Page 35 of 42 South, Hyderabad / EMU (R&D) shall be final and binding to the Contractor for which no claim on any account shall be entertained by the department.
22. Any work carried out without the approval of the Engineer-in-charge/ at site of work shall not be accounted and will not be paid.
23. If any damage caused for public conveniences/services, the same shall have to be repaired instant, failing which necessary recovery shall be made from the Contractors bill.

24. The contractor will make his own arrangement for accommodation of labourers.

25. **SPECIFICATION FOR MATERIAL / ITEMS**

(a) **GOOD EARTH**

- (i) The good earth/soil shall be suitable for gardening free from Kanker, Moorum, Shingle, rocks, stones, brick bats, building rubbish and any other foreign matter. The earth shall be free from clods or lumps of size bigger than 75 mm in any direction. It shall have P.H. value ranging between 6.5 to 8.5.
- (ii) The earth shall be stacked at site in stacks not less than 50 cm high and of volume not less than 3.0 cum.
- (iii) Length, breadth & height of stacks shall be measured correct to a cm. The volume of the stacks shall be reduced by 20% for voids before payment unless otherwise described.

(b) **MANURE/ SLUDGE/Vermi Compost**

- (i) The manure shall be well decayed organic & vegetable matter obtained in the dry state, free from grits, brick-bats, pebbles, stone and any other unwanted materials. It shall be obtained from approved disposal work.
- (ii) Manure/sludge shall be stacked at site in stacks not less than 50cm height and of volume not less than 3 cum.
- (iii) Length, breadth & height of stacks shall be measured correct to a cm. The volume of the stacks shall be reduced by 8% for looseness in stacking to arrive at the net quantity for payments.

26. **NORMS FOR HORTICULTURE MAINTENANCE**

Items of work & Frequency Required:-

- (a) Lawn mowing
Summer - Monthly
Winter - Monthly
Rains – Fortnightly
- (b) Plant Protection - Need based
- (c) Pruning & Trimming. of Trees/Shrubs Creeper/Etc. - Twice year / need based
- (d) Cultivation & Weeding - As and when required
- (e) Making Seasonal Flower bed / planting seasonal - 3 times in year
- (f) Top dressing with Soil & / or manure - Yearly / need based
- (g) Levelling etc. - As & when required
- (h) Repotting of potted plants - As & when required
- (j) Hedge Cutting
Summer - Fortnightly
Rains - Fortnightly
Winter - Monthly
- (k) Plantation As per direction

Contractor shall engage experienced Malies for work and will not replace them with unexperienced labour. Any change of labour will be brought to the notice of Engineer-in-charge.

27. **GENERAL**

(a) The Contractor shall have to make his own arrangements for his temporary store. Size and location of the store shall be decided by the Engineer-in-Charge. This temporary Shed/Store shall be removed immediately after completion of entire work. Nothing extra shall be paid in this account.

(b) Contractor shall maintain all the Plants / material in healthy and good condition as per the following specifications.

(c) Maintenance of arboriculture work includes adequate watering depending upon the weather conditions, adding manure and fertilizer, pruning, spraying pesticides against pests and diseases, providing soil in pits as often as required during the entire period of maintenance. The dead / diseased and unhealthy plants shall be replaced with good plants free of cost during the maintenance period.

(d) Contractor should employ the manpower as specified in the enquiry regularly so that each and every aspect of the contractual work may be maintained with high standards.

(e) During the Contract period, Contractor is to maintain a MAS (Material at Site) account for a satisfactory check on the material, and a progress register wherein daily work executed/performed will be documented for satisfactory execution of work. These registers are to be verified by Estate Manager / Engineer-in-Charge for the payment of maintenance bills.

(f) All works shall be carried out as per standard Arboriculture Norms as directed by the Engineer-in-Charge/his rep.

(g) All the arboriculture assets under the subject contract shall be handed over back to the department in healthy and good condition after the contract period.

(h) All arboriculture assets are accountable assets. All the arboriculture assets will be handed over to the maintaining agency. Once handed over, the well-being and accounting of the arboriculture assets thus handed over will be the responsibility of the maintaining agency. In case of any loss or damage arising from any cause other than the accepted risks, will be made good by the maintaining agency immediately on its detection. The maintaining agency will hand over all arboriculture assets in their proper condition at the expiry of the agreement. The inventory of the same will be made out and signed by the maintaining agency and DRDO representative. The maintaining agency has to ensure that arboriculture asset registers are maintained properly and made available to the EMUs as and when required or for audit. Annual stock taking should be done by the Estate Managers and the registers shall be put up for external /internal audit.

(j) The Contractor shall have to make his own arrangements for his temporary store. Size and location of the store shall be decided by the Engineer-in-Charge. This temporary Shed / Store shall be removed immediately after completion of entire work. Nothing extra shall be paid in this account. The site for the storage of

manure, chemical, fertilizer, tools, equipment and saplings etc. may be provided as per existing rule on the subject at a site nearer to the work place, subject to availability of space. Power and Water will be supplied by the Department at the nearest possible points for the above work, free of cost, if required. The contractor should make his own arrangements for drawing the same. The water and electricity being provided free of cost for the purpose of the work shall not be used for any other purpose. Default will result in cancellation of work order immediately.

(k) The maintenance Agency is expected to keep all the arboriculture assets in a healthy and grownup condition throughout the duration of the contract period. Any asset if damaged due to any reason shall be replaced by a plant of similar type and growth and also decayed / dead plants should be replaced at their own cost. The quantity of assets shall never be allowed to be lesser than the quantity mentioned in the work order at any time during the currency of work except if any construction activities take place. Suitable deduction on pro-rata basis from maintenance cost will be made till proper maintenance / replacement of causality is done.

28. **MAINTENANCE OF ORNAMENTAL TREES**

(a) Maintenance of existing trees with regular watering, de-weeding of the area under plantation, manuring with cattle manure. Training, pruning and staking, spraying of insecticide and fungicide as and when required, cleaning any type of vegetation in and around the plantation area during the maintenance period.

(b) Notwithstanding anything mentioned in the specifications above, contractor has to take every step to ensure the proper and healthy growth of the trees as per the site conditions and weather conditions during the entire period of maintenance.

(c) Maintenance of trees basin clean from weeds, grass & unwanted vegetation. Regular & adequate watering, proper and strong staking, judicious pruning. Adding of chemical fertilizer @ 200 gms/plant (UREA+DAP) in raining season and organic / dump manure @ 01 CFT/plant in winter season. Adding of 100 gms of anti-termite chemical per plant (twice in year), in case of termite infestation continues. Replacement of tree sapling casualty, if any, with the same age of tree sapling immediately or in planting season. (Suitable deduction on prorata basis from maintenance cost till such replacement of casualty is done).

29. **MAINTENANCE OF SHRUBS**

(a) Shrub is to be maintained at proper height and cleaning of surrounding the shrub is necessary every month. During rainy and winter season, manure is to be provided. Regular and necessary trimming and pruning is needed as and when required.

(b) Maintain shrubs plant basin clear from weeds, grass & unwanted vegetation. Regular & adequate watering, proper & strong staking, judicious pruning. Adding of chemical fertilizer @ 50 gms/plant (UREA+DAP) in raining season and organic / dump manure @ 0.25 CFT/plant in winter season every year upto 10 years of plantation. Adding of 20 gms/plant anti termite chemical (twice a year), in case termite infestation continues. Replacement of shrub sapling casualty, if any, with the same age of shrub sapling immediately or in planting season. (Suitable deduction in

maintenance cost can be done on pro-rata basis till the replacement of shrubs plant casualty is done).

30. **MAINTENANCE OF HEDGES**

(a) Hedge is to be maintained at proper height and cleaning of hedge bed is necessary every month. During rainy and winter season, manure is to be provided into hedge beds. Regular and necessary clipping is needed as and when required.

(b) Maintain the hedge length in perfect trimmed condition always, including removal of wild plant, shrub, grass from hedge bed, adequate watering and judicious pruning. Adding 200 gms chemical fertilizer (UREA+DAP)/running metre during rainy season and 0.50 cubic feet dump manure/running metre of hedge during winter season. Maintain hedge bed in clean condition & its edges neatly dressed.

(Suitable deduction in maintenance cost can be done on pro-rata basis till the replacement of hedges plant casualty is done).

31. **MAINTENANCE OF FLOWERING GROUND CREEPER**

(a) Ground cover/ flowering ground cover is to be maintained with well cushioned layer free from any weeds and for the same regular de-weeding must be done every month. During rainy and winter season, manure is to be provided. Regular and necessary trimming and pruning is needed as and when required.

(b) All the maintenance activities as in case of "Maintenance of Shrub", except the training of creeper to particular direction with regular trimming and pruning. Hardy creeper such as Bougainvillea etc can be shaped as bushy as desired. (Suitable deduction in maintenance cost can be done on prorata basis till the replacement of shrubs plant casualty is done).

32. **MAINTENANCE OF GROUND COVER**

(a) Ground cover/ flowering ground cover is to be maintained with well cushioned layer free from any weeds and for the same regular de-weeding must be done every month. During rainy and winter season, manure is to be provided. Regular and necessary trimming and pruning is needed as and when required.

(b) Maintain the ground cover bed area, free from weeds, wild grass, vegetation in desired shape & trimmed condition, always. Adequate watering, weeding & trimming along with adding chemical fertilizer @ 200 gms/sq mts (UREA+DAP) in rainy season and organic manure @ 0.50 cubic feet/sq mts area, in winter season.

33. **MAINTENANCE OF SEASONAL FLOWER BEDS**

(a) Proper care is to be taken up for the maintenance of seasonal flower beds in each season. Flower beds are to be sown with seeds/seeding etc., in the rainy season and winter season, each bed is to be given adequate amount of manure/fertilizer.

(b) Laying/placing five (05) Nos saplings per SQM of area for three seasons.

(c) Maintain the bed area, free from weeds, wild grass, vegetation in desired shape & good condition, always. Adequate watering, weeding & trimming along with adding

chemical fertilizer @ 200 gms/sq mts (UREA+DAP) in rainy season and organic manure @ 0.50 cubic feet/sq mts area, in winter season.

34. **MAINTENANCE OF LAWN / BERMUDA / DOOB / CARPET GRASS**

(a) Lawn/ Bermuda grass/ Doob grass is to be maintained with well cushioned grass free from any weeds and for the same regular de weeding must be done. Mowing of the lawn is to be done as and when required or as indicated by the Engineer- in-Charge/ his rep. In each winter season, lawn/Bermuda grass/Doob grass must be dressed with good soil and manure mixture in specified proportion, (25mm over the surface). Chemical fertilizer e.g., Urea and DAP must be sprinkled over the lawn/Bermuda grass/Doob grass area regularly when directed/desired. Regular watering is needed.

(b) Maintain the lawn in lush green state with regular grass mowing to control over growth of grass. Regular & adequate watering. Maintain weed free (including removal of motha grass), termite free, ant free & rat free lawn area, always. Spreading chemical fertilizer @ 200 gms per sqm (UREA+DAP) in evening hrs in raining season followed with watering. Organic/dump/manure/sludge manure @ 1 cubic feet/sqm, in winter season followed by adequate watering and thereafter regular weeding.

(c) **Removal of Garbage:** The contractor shall at his own cost arrange motorized transport along with driver or manual means for removal of arboriculture usage/ garbage. The quoted rate shall be deemed to include all incidentals like labour for lifting, rise charges, etc., The yardstick for frequency of transport for waste / garbage removal is that on closing of any particular day, there shall be no leaves / dumps of waste lying in the area. An amount of ₹ 1800/- per day shall be deducted if it is noticed that the waste / garbage accumulated is not cleaned on the same day. The contractor shall suitably dispose the waste as per the norms of the respective state Govt. and the department shall have no liability in this regard.

(d) **Tools, Implements and Equipment:** The contractor shall equip his employees with the requisite tools and implements. The tools shall be in serviceable condition. Replacement of tools during the course of the contract shall be the responsibility of the contractor.

35. **OTHER GENERAL CONDITIONS**

(a) The Firm / Agency will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the DRDO.

(b) All personnel/employees/workmen employed by the Firm / Agency shall be, preferably, in the age group of 21 - 58 with good health and sound mind.

(c) The employees employed by the Firm/ Agency shall always be under the exclusive control and supervision of the Firm/ Agency and the Firm/ Agency may transfer its employees/ workmen and in accordance with their needs in consultation with the Estate Manager/ Engineer-in-Charge. Adequate and necessary numbers of employees/ workmen are deployed by the Firm/ Agency for fulfilment of their contractual obligations under this agreement.

(d) The successful bidder shall furnish the following documents in respect of the in-

dividual manpower who will be deployed to site of DRDO before the commencement of work:

- (i) List of Manpower short listed by the Firm/ Agency for deployment in Transit Facilities containing full details i.e. date of birth, marital status, address etc. along with copies of educational qualifications and experience certificates;
- (ii) Bio-data of the persons with passport size photographs.
- (iii) Character certificate from Group "A" officer of the Central/ State Government etc.
- (iv) Certificate of verification of antecedents of persons by local police authority.
- (v) Medical fitness certificates of the persons deployed.

(e) Any theft or damage during work caused due to negligence of the Firm/ Agency shall be borne by the Firm/ Agency. Appropriate amount of penalty after due consideration and hearing will be imposed by the CCE/ EMU or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Firm/ Agency.

(f) The services will be provided throughout the year with sufficient number of manpower required to run the contract. Leaves of the contract employees of the Firm/ Agency should be strictly as per the statutory norms. Any unauthorized leave availed would be subject to penalty to the Firm/ Agency.

(g) EMUs/ CCE office will not be responsible for any injury, accident, disability, or loss of life to the Firm / Agency or to any of its employees that may take place while on duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Firm / Agency. The Firm / Agency has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll.

(h) Compliance of policy regulation viz., payment of central government minimum wages act, employers' liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised / changes in the future, will be whole sole responsibility of the Firm / Agency. In this regard the Firm / Agency at all-time should indemnify EMUs/CCEs against all claims and will maintain necessary books, logs, register, verification, returns, receipts, etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by termination of contract and/or such other action as the competent authority may deem fit.

(j) The selected Firm/ Agency shall be solely responsible for the redressal of grievances of the persons employed. EMUs/CCEs office shall in no way be respon-

sible for settlement of such issue.

(k) EMUs/ CCE office shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

(l) **DAMAGES AND LOSSES** Upon end of contract/ termination thereof, the Firm/ Agency is liable to handover all the arboriculture assets specified under the subject contract to the department in healthy and good condition after the contract period. For shortage/misplacement, the replacement cost of the items will be recovered from the final bill or security deposit of the Firm / Agency as the case may be. Additionally, the tools and machineries even newly purchased during the period of the contract should be handed over to the EMU office in good working conditions.

36. **COMPLAINTS:** The Firm / Agency shall attend to all the complaints and address as early as possible to the satisfaction of EMU/CCEs office. The Firm / Agency will provide Visit or feedback forms, collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with the Engineer-in-Charge or his rep.

37. **PENALTY:** If the Firm / Agency fails to deliver or perform the Services within the period(s) specified in the Contract, the Engineer-in-Charge shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Engineer-in-Charge may consider termination of the Contract. Further, the EMU or CCE office reserves the right to impose financial penalty to be deducted from the monthly bill for habitual short attendance of man power, non-maintenance of arboriculture services and for violation of any other condition which may lead to non-performance of contractual obligations. The quantum of penalty will be as follows:

S. No.	Description	Penalty
1.	Non maintenance of Arboriculture assets in Residential and non-residential areas or areas specified in tender enquiry.	₹ 500=00 per day subject to maximum of ₹ 10000 per month
2.	Non supply of required Arboriculture Tools and Machinery to their employees.	3% as specified in the scope of work in JWO/CA shall be deducted from the running bills.
3.	Non supply of Manure, Fertilizer and Pesticides etc.	7% as specified in the scope of work in JWO/CA shall be deducted from the running bills.
4.	Non-Disposal of Garbage Waste in the designated location mentioned in the tender enquiry.	3% as specified in the scope of work in JWO/CA shall be deducted from the running bills.

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by EMU/ CCE office. The decision of the Competent Authority will be final in this regard.

38. Maintenance of arboriculture work includes adequate watering depending upon the

weather conditions, adding manure and fertilizer, pruning, spraying pesticides against pests and diseases, providing soil in pits as often as required during the entire period of maintenance. The dead/ diseased and unhealthy plants shall be replaced with good plants free of cost during the maintenance period.

39. Contractor should employ the manpower as specified in the enquiry regularly so that each and every aspect of the contractual work will be maintained with high standards.

40. During the Contract period, Contractor is to maintain a Material At Site (MAS) account for a satisfactory check on the material, and a progress register for satisfactory execution of work. These registers are to be verified by Site-in-Charge for the payment of maintenance bills.

41. All works shall be carried out as per standard Arboriculture Norms as directed by the Engineer-in-Charge/ his rep.

42. All the arboriculture assets under the subject contract shall be handed over back to the department in healthy and good condition after the contract period.

43. All labour shall be provided with apron for identification purpose.

44. **Provision of Items required for maintenance of Arbo Assets:-** The following items required for maintenance of arbo assets shall be procured by the contractor on prior approval of Estate Manager on monthly basis or as and when required:-

- (a) Manure for various arbo assets.
- (b) Fertilizers
- (c) Pesticides
- (d) Moss Sticks
- (e) Sticks for supporting plants
- (f) Sweet Earth
- (g) Replacement of dead/ deceased plants with good plants.

Necessary bills for purchase of above items shall be submitted along with the monthly maintenance bills. Cost of these items shall be reimbursed as per actuals on production of documentary proof and certification by Estate Manager.

45. The above items shall be used economically and judiciously by the contractor. The Estate Manager shall ensure that the expenditure on these expendables does not exceed the amount approved in the AEs on this account.

46. **Basic Qualifications of Employees: -**

Ser. No.	Designation	Skill Level	Qualifications / Experience in Relevant Field
Arboriculture Services			
1.	Supervisor	Skilled	Shall possess a Degree in Agriculture/ Horticulture or shall have 5 years of experience in the relevant field.
2.	Gardener/ Mali/ Garden labour	Un-skilled	Minimum 8th class pass or 3 years of experience in the relevant field.

APPENDIX-'D'

EMPLOYEE PROFILE FORM

कर्मचारी के विवरण का प्रारूप

Name / नाम	:	_____	<u>Affix</u> <u>Passport Size</u> <u>Photo</u>
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	:	_____	Signature
Work Order Number & Date	:	_____	
Contractor's Name & Address	:	_____	
Remarks / टिप्पणी	:	_____	
Date / दिनांक	:	_____	Contractor's Signature
Remarks / टिप्पणी	:	_____	
Date / दिनांक	:	_____	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/CNI/AB-02/21/2026-27 DATED 19 May 2026**DETAILS OF ESTIMATED COST OF TENDER**

Name of Work: Arboriculture Services to R&D Estate at Residential Area Bharathiyar Nagar & Vikas Nagar, Avadi Chennai

Station: Chennai ('A' Area)

PART A (Monthly Wages)

Sl. No.	Description/ Category	Skill Level	A/U	Qty	Rate per month	Amount (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Supervisor	Skilled	No	1	26208.00	26208.00
2	Gardener/ Mali/ Garden Labour *	UnSkilled	No	9	21502.00	193518.00
3	Total for one month			10		219726.00
4	EPF @ 13.00% (considered upto maximum ceiling of Rs. 15000/- per head) (22x Rs. 15000/- @ 13%)					19500.00
5	ESI @ 3.25% (considered upto maximum ceiling of Rs. 21000/- per head) 3.25% on Rs. 418600/-)					0.00
6	Bonus @ 8.33% on wages per year (on SI No.2) considered upto maximum ceiling of Rs. 21000/- per head (8.33% on Rs. 418600/-)					0.00
7	VDA 6% on SI. No. 3					13183.56
8	Total (SI. No. 3 to 7)					252409.56
9	Total for 12 Months (SI. No. 8 x 12)					3028914.72
NIT Amount					Say	3028915.00 (A)

PART – B**DETAILS OF GST on Wages, EPF, ESI, BONUS & other Miscellaneous items TO BE REIMBURSED AGAINST DOCUMENTARY PROOF OF PAYMENT (EMPLOYER SHARE)**

10	Provision of Apron for all Arbo Staff for 12 Months	12	10	41.67	5000.40
11	Cost of potted plants /Shrubs etc @ 2% on SI. No. 3		2%		52734.24
12	Charges for disposal of Garbage/ Arbo waste at desired location @ 3% on SI. No. 3 for 12 months		3%		79101.36
13	Estimated cost of manure, fertilizer, Pesticide, Sweet Earth etc for 12 months (Max 10% of labour wages) i.e., 10% on SI. No. 3 of Annexure – I for 12 months				263671.20
14	Total (Add SI No. 10 to 13)				400507.20
15	GST at prevailing rate i.e @18% (on SI. No. 9 + 14)				617295.95
16	Grand Total (SI. No. 14 + 15)				1017803.15
Say					1017803.00 (B)

ESTIMATED COST OF TENDER							
17	Wages Amount (PART A)				(A)	3028915.00	
18	Reimbursement Amount (PART B)				(B)	1017803.00	
19	Estimated Cost of Tender (Sl. No. 17 & 18) (A) + (B)						4046718.00
20	(CP & OH) 15% on Sl. No. 9						454337.25
21	GST at prevailing rate i.e @18% on (CP&OH)						81780.71
22	Grand Total (Sl. No. 19+20+21)						4582835.96
					Say	4582836.00	

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 for a reminder from the 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.