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No. 1(3)/2020/GFR-155/Institute/Estate-Part(1)

Date: 27.02.2023

M/s.Vishal Manpower & Security Consultants
06, Kamala Towers, Near Urwa Market
Ashok Nagara Post, Mangalore-575 006
Ph: 0824-2452456

Sub: Hiring of Accountant on contract basis at CPCRI, Kasaragod – reg.
Ref: Your quotation dated 24.02.2023.

Sir,

Your quotation cited above, for hiring of Accountant on contractual basis as per the Agricultural rate of Govt. of Kerala (Monthly wages) at this Institute for a period of **04 months (01.03.2023 - 30.06.2023)** for the quoted service charge of Rs.700/- (Rupees Seven Hundred only) per person per month has been accepted by the Competent Authority and order is hereby placed as detailed below:

MONTHLY WAGES FOR ACCOUNTANT

SL.	Description	Amount (Rs.)
A	Monthly Wage	Rs. 12,540/-
B	VDA (as on Dec, 2022)	Rs. 4,056/-
C	Basic Rate (A+B)	Rs. 16,596/-
D	EPF (Employer)	Rs.1,950/- (15,000/- Ceiling)
E	Special Allowance	Rs. 2,000/- (Monthly basis)
F	Sub Total (C + D + E)	Rs. 20,546/-
G	Monthly Service Charge (per person)	Rs. 700/-
H	Total Rs. (01 Month for 01 Accountant)	Rs. 21,246.00
Grant Total (07 Accountant for 04 months)		Rs.5,94,888/-

Note: Copy of Kerala State Gazette Notification G.O (P)No.39/2017/LBR dated 09.05.2017

Terms and Conditions

1. The work order will be up to **30.06.2023** and likely to be extended or terminated the contract by providing one month notice if required, as per the desecration power of Competent Authority of the Institute.
2. The offer is purely on contractual basis for a period up to **04 months (From 01.03.2023 To 30.06.2023)**. The contractor/ staff employed will not be entitled to any benefits that are applicable to regular ICAR employees.



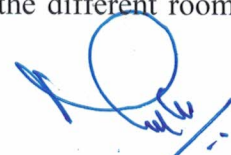
3. **Performance security** equivalent to the amount of **03%** of the contract value i.e. **Rs. 18,000/- (Rupees Eighteen Thousand only)** may be furnished in the form of an A/C payee DD/FD or Bank Guarantee from the commercial bank in an acceptable form. **Performance security should remain valid for a period of 60 days beyond date of completion of all statutory and contractual obligations of the contractor.** The amount shall be refundable without any interest after 06 months on completion of the contract period.
4. The Contractor should abide by the statutory provisions enacted in the labour laws for minimum wages and should fulfill all the statutory obligation under the ESI, Provident Fund rules etc. in respect of the persons deployed for the works. The Institute shall not provide/contribute towards the ESI/EPF etc.
5. The persons posted to work should attend the work as per the CPCRI, Kasaragod timings, i.e., between 9:00 A.M. to 5:30 P.M. with 30 minutes lunch break in the afternoon (at present) on all working days. If required by the Competent Authority, they should attend the duties beyond office hours and on closed holidays.
6. The persons entrusted with the work should carry out the work without causing any damages to the Institute property and disturbance to the staff members. In case of any damages caused, the same will be deducted from the payment due to the Contractor.
7. The service provider shall take all responsibility and obligation for providing security/ insurance of the person engaged by him. ICAR-CPCRI, Kasargod will not be responsible for any libel/suit/litigation or otherwise/obligation/commitment/liability to any party (ies) or person(s) whatsoever.
8. The agency shall be wholly responsible for paying monthly wages and other admissible allowances to the persons as engaged by the contractor and ICAR-CPCRI, Kasargod shall in no way be responsible for meeting any kind of expenditure on wages etc. to these persons. The Agency shall be fully responsible for providing leave benefits, weekly offs, National and Festival holidays etc. to the persons deployed as may be required.
9. The personnel should be punctual, disciplined and should complete the work assigned to them promptly and meticulously.
10. **The personnel deployed by the Agency / Contractor should not have any police records/criminal cases against them. The Agency / Contractor should make adequate enquiries about the character and the antecedents of the persons whom they are deploying.**
11. Any misconduct/ misbehavior on the part of personnel deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
12. Changing of employee should be intimated to this Office prior 01 month notice.
13. The Contractor shall be responsible for the maintenance of all records/registers as required.
14. The workers should follow strict attendance and alternative arrangements are to be made by the Agency whenever the workers are going on leave under intimation to this Office.
15. **The person engaged under the contract will be replaced by the contractor on any of the following conditions:**
 - (i) **In case of unsatisfactory work performance**
 - (ii) **Breach of contract clause(s).**
 - (iii) **Persistently neglecting to carry out his obligations under the contract.**



16. If Agency / contractor. does not accept the offer, after issue of letter of award by Institute within 10 days, the offer made shall be deemed to be withdrawn without any notice.
17. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by the contractor and ICAR-CPCRI, Kasargod will not entertain any claim whatsoever in this respect. However the service tax or any other tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the successful Agency / contractor, as per rules/instructions made applicable form time to time by Government.
18. Director, ICAR-CPCRI, Kasargod reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons.
19. Decision of Director of this Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-CPCRI, Kasargod. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
20. The contract will be discontinued at the discretions of the Director, ICAR-CPCRI, Kasargod, if the work is not up to the satisfaction.
21. The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunal having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations and laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
22. Minimum wages shall be paid to the workers by the Agency / Contractor at the rate fixed by the State Govt./ Central Labour Commissioner whichever is the higher rate as per the minimum wages Act. The contractor/Firm shall also pay all such benefits to its employees as envisaged under various acts and laws like ESI ACT, EPF & MP Act. Payment of Bonus Act, Taxes etc. The contractor shall also ensure compliance of all laws and /or to be made applicable and ICAR shall not be liable for the same and the contractor/firm shall will indemnify ICAR-CPCRI, Kasargod in all respects. The contractor/firm would sign an undertaking as per Proforma every month for compliance of the provisions of contract labour act, Rule and other Law applicable along with the monthly bill.
23. **Payment for service contract will be made monthly on satisfactory completion of work. Pre-receipted bill & wage slips, are mandatory for processing the bill. The wages slip indicating complete details (Minimum wages, ESI, EPF, along with employee and employer share etc.) should be given to the employee and a copy of the same may be submitted along with bill, without which the bill will not be entertained for payment.**
24. The Contractor should submit the monthly bills in duplicate latest by 5th of every following **month** for arranging payment along with Bank account details, PAN details etc. The payment and other administrative welfare of the contractual workers solely reside with the Contractor and no query for the same entertained by any of the office of this Institute, if any contractual workers breaking the same will attract disciplinary action from Competent Authority & results in immediate removal from the contract work without any notice period. **Only Contractor/firm is allowed to make such query to the office.**



25. The service charges/rates quoted by the agency shall be fixed for the period of the contract. No request for any change/modification in rate shall be entertained before expiry of the period of the contract unless the same is warranted for enforcing statutory instructions like revised minimum wages/ VDA issued by the appropriate government under Minimum Wages Act, 1948. The variation in wages / VDA, if any as prescribed by the Govt. will be admitted / revised as per rules.
26. In case any shortcomings or deficiencies are noticed during the contract period or any other contractual dispute, the contract can be terminated giving by a fortnights notice. The decision of the Director, ICAR-CPCRI, Kasaragod in this regard shall be final / binding. If required, the contract will be extended for further period, subject to satisfactory performance of the firm on same rate / Terms & Condition.
27. The ICAR-CPCRI, Kasaragod shall have no liability, financial or otherwise, for any harm / damage /injury caused to the manpower / machinery deployed by the firm in the course of performing work of this Institute. Neither the firm nor his workers shall have any claim on the CPCRI, Kasaragod for compensation or financial assistance on this account. If any dispute arises between the contractor and manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by themselves. CPCRI, Kasaragod no case shall be a party to such a dispute. It shall be the responsibility of the firm / contractor to comply with the provision of all Acts and Government instructions. If any statutory provision of any statute is violated in general concerning the force employed and in regard to Welfare of the personnel engaged for the work on particulars, then the firm/contractor will be blacklisted.
28. **Risk Clause:** ICAR-CPCRI, Kasaragod reserves the right to discontinue the service at any time if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from pending bills or by raising a separate claim.
29. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
30. The successful Agency / contractor will have to enter a detailed contract agreement with ICAR-CPCRI, Kasaragod on non-judicial stamp paper of **Rs.100/- (Rupees Two hundred only)**.
31. **The Accountant engaged by the contractor shall be at no time, be treated as the employees of CPCRI, and also shall have no claim to be regularized in the service of CPCRI, Kasaragod.** The Accountant will remain the employees of the Agency / contractors and will be the solely responsibility of the agency. Therefore, there is no master and servant relationship between the employees of the service provider and this Institute and further that the said personnel of the service provider shall not claim for any employment or absorption in this Institute by virtue of their engagement for this work.
32. The Service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, administrative and organizational matters as all of these are confidential in nature. The Service provider shall ensure that none of the employees of the Agency / Contractor shall enter into any kind of private work at the different rooms of ICAR-CPCRI, Kasaragod.



33. **The Service provider shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks / drugs /chewing of pan & tobacco /smoking, using mobile phone / ear phone and listening music and loitering without any work.**
34. The damage caused, if any, to ICAR-CPCRI, Kasaragod property through the acts of the firm and / or by its employee shall be made good by the Agency / firm and decision of this Institute in this regard shall be final / binding. Incase of any dereliction of duty, gross neglect and unintended damage / loss caused by contractor or its staff or otherwise any harm done to the ICAR-CPCRI, Kasaragod, its properties its designated officials or other employees, the contractor shall be liable to make good the loss or pay compensations, refund expenditure legal / judicial proceedings as well as pay penalty with the Director, ICAR-CPCRI, Kasaragod may deem, fit.
35. The agency / contractor shall be responsible for the good conduct and behavior of his/her employees. If any employee of the agency / contractor is found misbehaving with ICAR-CPCRI staff or other staff of agencies working in ICAR-CPCRI, Kasaragod, the agency / contractor shall immediately withdraw such employees forthwith at their own risk, responsibility and liability.
36. The Service provider shall in no case pay his employees less than the minimum mandatory rates per day / month as announced by the State Government of Central Labour Commissioner from time to time. The payment should be made directly in to the bank A/c of the worker through NEFT and copy of the statement of NEFT should be enclosed with the monthly bill.
37. The tendering agency shall also liable for depositing any taxes, levies, cess etc. on account of service rendered by it to the CPCRI, Kasaragod to the statutory authorities concerned from time to time.
38. Tax at source (TDS) shall be deducted as per the provision of the Income Tax Department, as amended from time-to-time and a certificate to this effect will be provided to the Agency / contractor. Income tax will be deducted from the payments due for the work done as per rules.
39. In case, the service provider / Agency fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the Institute is put to any loss /obligations monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills of the agency, to the extent of the loss / obligation in monetary terms.
40. The Agency / Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of contract and resultantly his Security deposit shall be forfeited and contract shall be terminated.
41. The Service provider shall replace immediately any of its personnel, if not unacceptable to this Institute because of security risk, incompetence, conflict of interest and breach of confidentially or improper conduct upon receiving a written notice from any staff of CPCRI, Kasaragod and also provide suitable replacement without delay.
42. **The Invoice should contain, invoice number, address of the firm / contractor, details of all taxes including PAN and Bank details, service description, service charge etc should be indicated separately.**
43. Payment for service contract will be made monthly upon submission of pre-receipted bill and I.D, statutory levies are duly paid with relevant proof to office.

44. The contractor shall provide full particulars of each employee including their antecedents verification, proof of educational qualification, etc., employed by him along with photograph duly attested before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the labour department under the contract labour (Regulation and Abolition) Act 1970.
45. Any compensation paid to the worker or parties hired through Contractor, shall be recovered from the Contractor as per the guidelines issued by **ICAR vide O.M No. Admn-22(6)/2018-Esstt.III dated 31.07.2018.** .

Yours faithfully,


Asst. Administrative Officer (Estate)
27/2/2023

Encl: Copy of Agreement

Copy to:

1. The Acting Head of Divisions, CPCRI, Kasaragod
2. The Finance & Accounts Officer, CPCRI, Kasaragod.
3. RTI & APAR Cell, CPCRI, Kasaragod.
4. The Asst. Labour Commissioner (Central). Office of the Regional Labour Commissioner, Kendriya Shram Sadan, Olimugal, By Pass Road, Kakkanad, Kochi-682 030.
5. The Drawing and Disbursing Officer, CPCRI, Kasaragod
6. Website
7. Guard file