



भाकृअनुप - केन्द्रीय रोपण फसल अनुसंधान संस्थान
कासरगोड, केरल - 671 124 भारत
ICAR - Central Plantation Crops Research Institute
Kasaragod - 671 124, Kerala, India
(An ISO 9001:2008 Certified Institution)



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F.No:1(1)/2020/E-Tender Instt./Estate

Dated: 20.10.2020

Shri Ramesh Naik B N
Sree Vinayaka Nilaya
Ballimogaru, Post Kudlu
Kasaragod 671 124

Sub: Outsourcing Manpower on contract basis at ICAR-CPCRI Kasaragod for One Year
2020 - 2021 - reg.

Ref: Your online quotation in response to this office tender ID_2020_DARE_582395_1 dated
08.09.2020.

Sir,

Your quotation cited above, for Outsourcing Manpower on Contract basis at this Institute for One Year w.e.f. 1st November, 2020 to 31st October 2021 for the quoted rate of Rs. 81,64,316/- (Rupees Eighty One Lakh Sixty Four Thousand Three Hundred and Sixteen only) including GST @ 18% has been accepted by the Competent Authority and order is hereby placed for Outsourcing Manpower on contract as detailed below:

SCHEDULE OF WORK

| Sl No. | Description of work | No. of contractual workers |
|--------|--|----------------------------|
| 01 | <u>Agriculture Works of Hard Nature</u> Preparation of land, digging pits, trenches, basin opening & raking the soil after application of soil amendments & manures, climbing trees, trimming of trees & green manure preparation - soil & water conservation methods like making bunds, catch pits for rain water harvesting, covering of coconut husks etc., land preparation for coconut nursery - making fire belt, plant protection measures, maintenance of lawn and garden, budding, grafting, trimming garden plants, collection of soil samples and any other related cultural operations of hard nature. | 17 |
| 02 | <u>Agriculture Works of Light Nature</u> Sowing/planting, weeding, watering, drip irrigation, applying the fertilizer, pesticide spraying, removing fallen leaves, spathes, debris & decaying materials. Collecting shed nuts and any other related cultural operations of light nature. | 26 |

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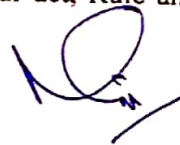
Terms and Conditions:

1. The work order will be up to **31.10.2021 and likely to be extended, if required.**
2. The offer is purely on contractual basis for a period upto 01 year w.e.f, work order date. The contractor/ staff employed will not be entitled to any benefits that are applicable to regular ICAR employees.
3. Contractor who employs 20 or more workers shall obtain licence under the Act from Licensing Authority for executing the work and copy of licence to be displayed at workplace.
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 Farm Section timings, i.e., between 08:30 a.m. to 04:30 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 on closed holidays / Sundays.
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 contractor/agency will be responsible for payment of the revised wages, DA, ESI, EPF contribution, Bonus, etc. from time to time. The rates so quoted shall remain unchanged during the period of contract and will not be modified/ altered at all.
10. The Personnel, should be punctual and should complete the work assigned to them, if not found working satisfactorily, must be replaced by the Service Provider immediately.
11. 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.
12. Changing of workers 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 Farm Section / Divisions.
15. If Agency / contractor does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice.



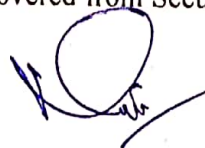
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16. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by the contractor and ICAR-CPCRI, Kasargod will not entertain any claim whatsoever in this respect. However the 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 from time to time by Government.
17. The contract will be for a period of one year. However, 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.
18. Performance security of the contract value i.e. Rs. 6,12,300/- (Rupees Six lakh Twelve Thousand and Three Hundred 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 within seven days of intimation of the award of the work. The amount shall be refundable without any interest after 6 months plus sixty days beyond the date of completion of all contractual obligations of the contractor/firm including warranty obligations. Bid security will be refunded immediately on receipt of performance security.
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 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.
22. 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.
23. 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.



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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. Payment for service contract will be made monthly on satisfactory completion of work. The following should be submitted alongwith the Bill for processing, without which the bill will not be entertained for payment:
- Pre-receipted bill. The Invoice should contain, invoice number, address of the firm / contractor, details of all taxes including GST, GSTIN (both firm and ICAR-CPCRI, Kasaragod), PAN and Bank details, service description, service charge etc. should be indicated separately
 - Detailed receipt of statutory payments, viz., EPF, ESI, GST, etc.
 - Wage slips clearly indicating details of Minimum wages, ESI, EPF (employee and employer share) etc. and signed by the contractual workers.
 - Statement showing Payment made directly in to the bank A/c of the worker through NEFT and copy of the statement of NEFT duly signed.
 - Any other details
26. The service charges/rates quoted by the agency shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract unless the same is warranted for enforcing statutory instructions like revised minimum wages issued by the appropriate government under Minimum Wages Act, 1948. The variation in wages, if any as prescribed by the Govt. will be admitted / revised as per rules. The Service tax if any will be charged at actual as per Govt. norms.
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 performance security will be confiscated and 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 Security deposit or pending bills or by raising a separate claim.



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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 contract can be terminated even earlier by giving one month prior notice due to the following reasons:**
 - (i) **On account of unsatisfactory performance (or)**
 - (ii) **Breach of contract clause(s)/ persistently neglecting to carry out his obligations under the contract (or)**
 - (iii) **Any other reasons.**
31. The successful Agency / contractor will have to enter a detailed contract agreement with ICAR-CPCRI, Kasaragod on non-judicial stamp paper of Rs.200/- (Rupees Two hundred only).
32. **The personnel 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 worker 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.
33. 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.
34. 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 / car phone and listening music and loitering without any work.
35. 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. In case 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.
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.
37. **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.



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38. 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 or the Performance Security Deposit of the agency, to the extent of the loss / obligation in monetary terms.
39. 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.
40. 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 confidentiality or improper conduct upon receiving a written notice from any staff of CPCRI, Kasaragod and also provide suitable replacement without delay.
41. The Invoice should contain, invoice number, address of the firm / contractor, details of all taxes including GST, GSTIN (both firm and ICAR-CPCRI, Kasaragod), PAN and Bank details, service description, service charge etc should be indicated separately.
42. 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.
43. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
44. The contract is subject to the condition that the conditions in the tender will comply with all the law and acts of Central/State Govt. relating to this contract applicable from time to time.
45. Goods and Service Tax (GST) or any other tax applicable or made applicable after awarding the contract in respect of the contract shall be payable by contractor and **ICAR will not entertain any claim whatsoever in this respect.** However the GST or any other tax which is as per the rules of the Govt. shall be deducted at source from monthly bills, as per rules/instructions made applicable from time to time by government.
46. The contractor shall provide full particulars of each employee including their antecedents verification 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.
47. The quantum of work is approximate and it may increase or decrease as per need and at the discretion of the Director, CPCRI, Kasaragod.
48. Contractor shall display a Notice Board with following information in English and in a Local language in conspicuous places at the establishment:
 - Details of the firm, Rates of Wages, Hours of Work, Date of Payment, duration of the contract.

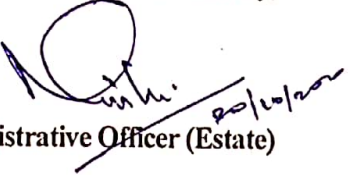


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49. The following registers has to be maintained by Contractor:

- a. Form A : Employee register
 - b. Form B : Register of Wages
 - c. Form C : Register of Loan / Recoveries
 - d. Form D : Attendance register
50. Contractor has to intimate the date of commencement/completion in respect of the work engaged within 15 days of the commencement/completion of the work in Form VII to the Inspector.
51. 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-Estt.III dated 31.07.2018. Please acknowledge receipt of the work order immediately.

Yours faithfully,



Asst. Administrative Officer (Estate)

Encl: Copy of Agreement

Copy to:

1. All Heads of Division, CPCRI, Kasaragod
2. Sr. Finance & Accounts Officer, CPCRI, Kasaragod.
3. Scientist-in-Charge (Farm), CPCRI, Kasaragod
4. Asst. Labour Commissioner (Central). Office of the Regional Labour Commissioner, Kendriya Shram Sadan, Olimugal, By Pass Road, Kakkanad, Kochi-682 030.
5. Drawing and Disbursing Officer, CPCRI, Kasaragod
6. CPCRI Website
7. Guard file