



भा. कृ. अनु.प.- केन्द्रीय रोपण फसल अनुसंधान संस्थान
 अनुसंधान केंद्र, मोहितनगर, जलपाईगुड़ी - 735102, पश्चिम बंगाल
 (आई.एस.ओ. 9001: 2008 प्रमाणित संस्थान)
ICAR-CENTRAL PLANTATION CROPS RESEARCH INSTITUTE
 Research Centre, Mohitnagar, Jalpaiguri-735102, West Bengal
 (An ISO 9001:2008 Certified Institute)



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F.No.4(4)2020/Estate/Mgr

Dated: 06.12.2022

M/S Safely Protection Security Force Services,
 926/29, Malviyanagar, Malhan Road, Gali No. 2,
 Sonipat, Haryana-131001

Mail ID: spsforce17@gmail.com

Sub: Outsourcing Manpower on contract basis (UNSKILLED) at ICAR-CPCRI RC Mohitnagar for 01 year (01st January to 31st December,2023) – reg.

Sir,

With reference to the GeM Bid No. GEM/2022/B/2471070 dated 26.08.2022 and the terms and conditions stipulated therein the tender document, your quotation for Outsourcing Manpower on Contract basis (UNSKILLED) at this Institute for a period of 01 year (01st January to 31st December, 2023) **at an expenditure of Rs.11,70,499/-** (Rupees eleven lakhs seventy thousand four hundred ninety-nine only) has been accepted by the Competent Authority. Accordingly, work order is hereby placed for Outsourcing Manpower on Contract basis as detailed below::

SCHEDULE OF WORK

Job Description	No. of Labourers	No. of working days per month
UNSKILLED		
Agricultural works to be Done (Nature of Works)	8	26
i. Fertilizer application – Pre & Post Monsoon		
ii. Providing irrigation to experimental & bulk gardens		
iii. Removal of weeds of seasonal nature – two times		
iv. Maintenance of Drains in nursery & different experimental & bulk gardens		
v. Nursery bed preparation & planting seed materials		
vi. Herbicide application need based		
vii. Spraying of PP chemicals as and when required		
viii. Collection of dry leaves, carrying and Mulching		
ix. Maintenance of different nurseries - weeding, watering etc. work		
Maintenance of all farm activities (excluding palm climbing)		

CATEGORY WISE BREAKDOWN OF PAYMENTS (EXCLUDING GST)**(in Rupees)**

Item	EPF @ 12%	EDLI @ 0.5%	Admn. Charges @ 0.5%	ESI @3.25%	Service Charge@0.5%	Total Amount for Entire Work for 01 year
Unskilled Minimum Wage (BW + VDA) 300 + 100 = 400	48.00 (Max. up to Rs. 15,000/-)	2.00	2.00	13.00	3.95	468.95x26x8x12 = 11,70,499.20
Total Amount (Rs.)						11,70,499.20
R/o (Rs.)						-0.20
Grand Total Amount excluding GST (Rs.)						11,70,499.00

Note: - As informed during GeM bid process, the bidding Price is inclusive of GST is inbuilt in the GeM system. However, GST is exempted for supply of farm labour for Agricultural Nature of works as per Ministry of Finance, Dept. of Revenue Notification No. 12/2017- Central Tax (Rate) dated 28th June 2017. Accordingly, the work order amount calculated excluding inbuilt GST.

2. Terms and Conditions

1. The work order will be up to **31.12.2023 and likely to be extended if required.**
2. The offer is purely on contractual basis for a period up to **01 year (01.01.2023 – 31.12.2023) as per work order.** The contractor/ staff employed will not be entitled to any benefits that are applicable to regular ICAR employees.
3. **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.
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 should attend the work as per the CPCRI RC Mohitnagar Farm Section timings, i.e., between 09.00 a.m. to 05:30 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, RC Mohitnagar 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, RC Mohitnagar 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, VDA, ESI, EPF contribution, Bonus, etc. from time to time. The service charge so quoted shall remain unchanged during contract period / extension of contract period and will not be modified/ altered at all.
10. The Personnel, if not found working satisfactorily, must be replaced by the Service Provider immediately.
11. The personnel should be punctual and should complete the work assigned to them promptly and meticulously.
12. Any misconduct/ misbehavior on the part of manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
13. Changing of workers should be intimated to this Office prior 01 month notice.

14. The Contractor shall be responsible for keeping and updating of all records/registers as per existing Labour laws and should produce the updated records/registers in front of concerned authorities as and when required.
15. 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.
16. If Agency / contractor do 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.
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, RC Mohitnagar 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.
18. **Scientist-in-charge, CPCRI, RC Mohitnagar 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, not mandatory to be communicated to the Agency / contractor.**
19. **Performance security equivalent to the amount of 3% of the contract value i.e. Rs.35,115/- (Rupees thirty-five thousand one hundred and fifteen only) in favour of “ICAR UNIT, CPCRI” payable at Kasaragod 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.**
20. Decision of Scientist-in-charge, CPCRI, RC Mohitnagar 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 Scientist-in-charge, CPCRI, RC Mohitnagar. 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.
21. If the work is not satisfactory for any reason, the contract will be discontinued at the discretions of the Scientist-in-charge, CPCRI, RC Mohitnagar.
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. The contractor/Firm shall 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, RC Mohitnagar 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.

24. **Payment for service contract will be made monthly on satisfactory completion of work. Pre-receipted bills along with system generated ESI, EPF remittance details, wage slips, etc., 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.**

25. 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.**

26. The service charges/rates quoted by the agency shall be fixed for the period of the contract as well as the extension period if the contract get extended, 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 & 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. The Service tax if any will be charged at actual as per Govt. norms.

27. **The contract shall normally be awarded for a period of 01 year from the date of award or any shorter period that may be decided by this office. 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 Scientist-in-charge, CPCRI, RC Mohitnagar in this regard shall be final / binding. If required, the contract will be extended for another 02 years, subject to satisfactory performance of the firm on same rate / Terms & Condition.**

28. The ICAR-CPCRI, RC Mohitnagar 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, RC Mohitnagar 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, RC Mohitnagar 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.

29. **Risk Clause:** ICAR-CPCRI, RC Mohitnagar 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.

30. 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.

31. **The person engaged under the contract will be replaced by the contractor any of the following conditions:**

(i) In case of unsatisfactory work performance Review will be conducted on completion of work of every 03 months.

(ii) Breach of contract clause(s).

(iii) Persistently neglecting to carry out his obligations under the contract.

32. The successful Agency / contractor will have to enter a detailed contract agreement with ICAR-CPCRI, RC Mohitnagar on non-judicial stamp paper of **Rs.500/- (Rupees Five hundred only).**

33. **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, RC Mohitnagar.** 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.
34. 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, RC Mohitnagar.
35. 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.
36. The damage caused, if any, to ICAR-CPCRI, RC Mohitnagar 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, RC Mohitnagar, 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 Scientist-in-charge, CPCRI, RC Mohitnagar may deem, fit.
37. **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 or 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.**
38. The tendering agency shall also liable for depositing any taxes, levies, cess etc. on account of service rendered by it to the CPCRI, RC Mohitnagar to the statutory authorities concerned from time to time.
39. **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.
40. 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.
41. 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.
42. 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, RC Mohitnagar and also provide suitable replacement without delay.
43. **Any other Tax applicable or made applicable as per the latest notification of Govt. of India after awarding the contract in respect of this contract shall be payable by the contractor and this Institute will not entertain any claim whatsoever in this respect.** However the Service taxes 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 Govt.
44. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
45. 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.

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 no. of labours for the work is approximate and it may increase or decrease as per need and at the discretion of the Scientist-in-charge, CPCRI, RC Mohitnagar.**

48. 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



Scientist-in-charge

Encl: Copy of Agreement

Copy to:

1. Farm Incharge (ACTO), ICAR, CPCRI, RC Mohitnagar.
2. The Sr. Finance & Accounts Officer, CPCRI, Kasaragod.
3. The Asst. Labour Commissioner (Central). Office of the Regional Labour Commissioner, Siliguri, Babupara, Ghosala Road, P.O. Siiguri, Dist.-Darjeeling – 734101, West Bengal.
4. The Drawing and Disbursing Officer, CPCRI, RC Mohitnagar.
5. Website