



भाकृअनुप - केन्द्रीय रोपण फसल अनुसंधान संस्थान
कासरगोड़, केरल, भारत

ICAR - CENTRAL PLANTATION CROPS RESEARCH INSTITUTE
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No.F.40(2)36/2018/Estate (GH & HSTL) IV

Dated: 04.06.2020

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

Sub: Contract work on Maintenance of Chandragiri Guest Houses at CPCRI, Kasaragod – reg.
Ref: Your quotation dated 22.05.2020.

Sir,

With reference to your quotation cited above, order is hereby placed for Maintenance of Chandragiri Guest House of this Institute on contract basis for a period of **06 months w.e.f. 04.06.2020 to 03.12.2020** for the quoted rate of **Rs. 1,95,818/- (Rupees One Lakh Ninety Five Thousand Eight Hundred and Eighteen only) including GST** as detailed below.

SCHEDULE OF WORK

1. Description of works:

- Daily cleaning of all rooms including bathrooms, toilets etc., dusting of all the windows, windows panes, doors as well as all the furniture in the guest houses and its surroundings.
- Removing the cob webs regularly in all the rooms as well as in corridor.
- Attend the room service with clean & tidy dress/Uniform.
- Washing of all bed sheets and towels, etc., regularly and pressing (ironing) it properly.
- Collect the room rent from the Guest/Staff members properly and remit the same to this office next day, if holiday intervened, amount should be remitted on the next working day
- Irrigating potted ornamental plants around the guest houses regularly.
- Any other works specially entrusted as and when needed.

2. Preparation of food items, such as Bed coffee/tea, Breakfast, Lunch, Evening Tea and Dinner. Provide quality food and service according to the need /requirement of the Guest in Chandragiri Guest House. Most hygienic conditions should be maintained while preparing food and serving. Details of various food items mentioned below should be provided with standard quality / quantity :-

(i) **Bed Tea/Coffee: Rs.10/- per cup**

(ii) **Breakfast: Rs.50/- per plate** (Idli or Dosa with Chatney & Sambar or Uppuma /Poori (Minimum 3Nos) with Baaji /Chutney or Bread with Jam / butter, omlette along with Tea/Coffee

(iii) **Lunch/Dinner: Rs.90/- per plate** (Chappatti, Rice, Sabji, Sambar, Rasam, Fish Curry/Any Vegetable Curry, Curd, Pickle, Pappad and Fruits / sweet)

3. The above indicated amount may be collected by the contractor from the occupants.

Timings:

Sl. No.	Description	Timing
01	Bed Tea / Coffee	06:00 AM To 07:00 AM
02	Breakfast & Tea/coffee	08:00 AM To 09:00 AM

4. Terms and Conditions

1. The works should be carried out under the supervision of **Officer in-charge (GH), CPCRI, Kasaragod.**
2. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever any of the staff/supervisor goes on leave under intimation to this office.
3. **The Contractor should display a board in the work place containing, address of the firm / contractor, GSTIN (both firm and ICAR-CPCRI, Kasaragod), No. of workers, minimum wages, etc.**
4. Changing of Staff/Supervisor should be intimated to Officer in-charge (GH), CPCRI, Kasaragod. The work arrangement of Staff in guest Houses will be made by the OIC (GH).
5. The staff provided should also maintain secrecy and discipline in the premises of Institute. The list of personnel deployed for the Maintenance work under the contract indicating their name and permanent address should be made available to the undersigned before undertaking the work. (Copy of ID card / Adhar card). The Staff provided should be capable of reading and writing with a minimum qualification as per the requirement of the job.
6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officers of Institute for the purpose. All complaints should be immediately attended to by the Agency.
7. The contractor shall not subcontract the work.
8. The selected agency shall provide the necessary personnel at this Institute as per labour acts prevalent in Kerala State. The agency shall employ good and reliable persons with good health. In case any of the personnel so provided is not found suitable by the Institute, the Institute shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall, on receipt of a written communication will have to replace such persons immediately.
9. The Institute will not be responsible for any loss/damage/casualty suffered by the Contractor while executing the work. 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.
10. The persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor for the aforesaid services.
11. Payment for service contract will be made monthly upon submission of pre-receipted bill and details of statutory levies duly paid with relevant proof to office.
12. The contractor will discharge all his legal/statutory obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, CPCRI, Kasaragod shall be final and binding on the contractor.
13. Income tax will be deducted from the payments due for the work done as per rules.
14. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
15. The contract is subject to the condition that the conditions will comply with all the law and acts of Central/State Govt. relating to this contract applicable from time to time.
16. Before starting the work, **the successful bidder should remit 10% of the bid amount as Performance Security of Rs.19,600/- (Rupees Nineteen Thousand and Six Hundred only)** in the form of an A/C payee cheque/DD or Bank Guarantee from the commercial bank in an acceptable form, which should remain valid for a period of 60 days beyond date of completion of all statutory and contractual obligations of the contractor. In the event of non-deposition of the same, the earnest money will be forfeited. The dues if any, not settled by the agency will be recovered from the security deposit.
17. **The contractor / agencies are liable to pay the minimum labour wages prescribed by the Central Labour Commission/Kerala State Govt. whichever is higher.** The ICAR-CPCRI, Kasaragod shall not bear any extra Charge on any account whatsoever i.e. EPF, ESI contribution, Uniform, Liveries, OTA, etc. It is also mandatory on the part of the contract agency to remit ESI, EPF contribution etc. at the prescribed rate and submit the proof to the office without fail.

18. The wages slip indicating complete details (Minimum wages, ESI, EPF & etc.) should be given to the employee and a copy of the same may be submitted along with monthly bill, without which the bill will not be entertained for payment.
 19. If tenderer does not accept the offer, after issue of letter of award by the Institute within 10 days, the offer made shall be deemed to be withdrawn without any notice.
 20. No interest on security deposit shall be paid by the Institute to the tenderer.
 21. 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 to concern department and the same be reflected in the invoice with GSTIN & the percentage along with deducted amount etc (**GST remittance copy should be enclosed along with bill**). **CPCRI 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 of the successful tenderer, as per rules/instructions made applicable from time to time by government.
 22. The work order will be up to **03.12.2020** and the Director, ICAR-CPCRI, Kasaragod 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 tenderer/contractor/firm.
 23. Decision of Director, ICAR-CPCRI, Kasaragod 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, Institute. 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.
 24. 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.
 25. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
 26. The Contractor/agency will be responsible for payment of the revised wages, DA, ESI, EPF contribution etc from time to time.
5. **Risk Clause**: ICAR-CPCRI, Kasaragod reserves the right to discontinue the service at any time by giving one month notice for any reason for the interest of this Institute **by giving one month prior notice in writing an account of any of the following reasons**: 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.
- (i) **On account of unsatisfactory performance.**
 - (ii) **Breach of contract clause(s).**
 - (iii) **Persistently neglecting to carry out the obligations under the contract.**
 - (iv) **Any other reasons**

6. **LIQUIDATED DAMAGE CLAUSE**:

An amount equivalent to two days of contract amount, subject to a minimum of 0.5% per month will be levied as liquidated damage. Whenever and wherever it is found that the work is not up to the mark in any section, it will be brought to the notice of the supervisory staff of the firm by the Institute and if no action is taken within One Hour liquidated damages clause will be invoked.

Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

Under the statutory provision, employee wise details of PF dues deducted from the salary/ wages of the employees along with employer's share should be submitted in the form of electronic challan cum return (ECR), thereafter, the generated e- challan from the EPF website is to be submitted. Since the consolidated ECR of the contractor regarding manpower supplied to all public and private sectors will be very bulky and will create confusion, excessive time and energy consumption at the level of DDOs, hence separate ECR's and a separate e- challan as stated above with respect to the manpower deployed in the particular office is required to be submitted before release the payments to the contractor

7. **Additional Terms and Conditions**

1. All the food items mentioned in the terms & conditions should be prepared on procurement of material by yourself in the Guest House kitchen and served in the Dining hall. Items viz., Gas stove, Kitchenwares,

Utensils, Crockery's, refrigerator and other required amenities for cooking and serving the food items etc. will be issued by the Institute. **Item not listed in tender schedule may be prepared, if requested by the guest. Seasonal food items need to be deliver on request, if not available the same should be reflected in the menu board prior approval from Guest house in-Charge.** The contractor shall provide other services like supply of mineral water, soft drinks. Biscuits, snacks etc. to the inmates on demand. Cost of the same collected should not be more than the MRP rate.

2. The Contractor shall be solely and wholly responsible for the procurement of all articles of raw materials and food products/provisions etc. required for preparation of the meals. No transport will be provided by this Institute.
3. The contractor is expected to provide a wholesome /superior quality food at all times. Inspection of the food would be carried out periodically by an Officer of CPCRI authorized by the Director of the Institute and lapses, if any would be viewed seriously. Serving of Sub-standard food would lead to termination of the contract.
4. The menu items under preparation for day to day serving should be displayed in the Guest house.
5. Timings for serving food items to be observed as per the schedule listed above.
6. Strictly no liquor / smoking / prohibited items are allowed in the Guest House and Institute premises.
7. The Service should be provided by the Contractor daily and worker (s) engaged for undertaking the work should be available in the Guest House.
8. The kitchen room, dining hall, tables, chairs etc should be kept clean and hygienic standards should be maintained while preparing and serving the food item. The serving persons must be decently dressed in clean clothes. The Contractor is expected to keep the premises, equipment and furniture provided in good condition at all times. This has to be handed over back on termination of contract in good condition.
9. The contractor should collect the payment towards room rent from the Guests/staff members and remit the same to this office immediately. He may also collect the food charges directly after serving breakfast / lunch / dinner / tea etc. **The Institute takes no responsibility of collecting the payment from the guest, nor it has any liability on this account.**
10. The contractor should keep the usage of the water and electricity to a reasonable level. The institutes reserve the rights / option to levy the penalty on the Contractor in case of **misuse of water, electricity and diesel for generator.**
11. **The contractor will be required to sign an agreement of Rs.100/- with ICAR-CPCRI, Kasaragod on non-judicial stamp paper in this regard. Deviation from any of the terms and conditions indicated in the Agreement will result in termination of the contract and forfeiture of the Security Deposit.**
12. Payment will be made only on monthly basis through e-payment on satisfactory completion of work.
13. The persons entrusted with the work should carry out the work without causing any damage to the Institute property and disturbance to the staff members. In case of any damage caused, the same will be made good from the payment due to the contractor.
14. The contractor shall be responsible for the maintenance of all records registers as required and collection of room rent etc. as per rules and remit the same to the Office immediately, if Holiday, intervened the collections should be remitted in the next working day.
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 and changing of workers should be intimated to this office.
16. The contractor should place a **menu board** and the same should be maintained on daily basis as per the availability / non-availability of the food items in Chandragiri Guest houses
17. The guest house rooms and the premises are fully furnished with complete interior and fixture, power, water, running amenities like TV, telephone, upholstery by CPCRI and the bidder will not be required to meet any costs for these.
18. Mechanized cleaning of all floors, toilets daily for which the cost of accessories required like cleaning machine, hard rooms/soft brooms, detergents, disinfectants, mopping rods swabs etc. is to be borne by the contractor.
19. Visitor's name should be displayed in the visitor's board in the respective guest houses.
20. Catering from any agency other than awarded through this contract, shall not be allowed in any case in the premises and the rates for catering are fixed by CPCRI, Kasaragod and detailed in tender schedule.
21. Quality of ingredients used in preparation of food & beverages shall be of good and standard quality and subjected to approvals and checking by authorized officers of CPCRI, Kasaragod as and when asked for. The

Contractor is liable to show the food items prepared for test to ensure quality by authorized officer(s) of CPCRI, Kasaragod as and when demanded.

22. The Contractor shall be solely and wholly responsible for the procurement of all articles of raw materials and food products/provisions etc. required for preparation of the meals. No transport will be provided by this Institute. The contractor is expected to provide a wholesome /superior quality food at all times. Inspection of the food would be carried out periodically by an Officer of CPCRI authorized by the Director of the Institute and lapses, if any, would be viewed seriously. Serving of Sub-standard food would lead to termination of the contract.
23. Provisions like vegetables, non-veg. and other materials and ingredients of good quality and standard brands will be purchased by the agency/contractor. Sufficient stock of materials shall be stocked to undertake any preparation at short notice. Perishable items may be stored for a maximum period for TWO days requirement and non – perishable for at least one week in the premises allotted for the purpose by CPCRI, Kasaragod. Rice Shall be of good quality & oil shall be refined and of reputed brand. No substandard food materials will be allowed to be used.
24. The cooks should be proficient and trained in different cooking specialties like North Indian, South India and special dishes. The personnel should be adequate to provide highest standards of quality and services.
25. Taking lunch/dinner at guest house is optional. Only the prescribed categories of guest and participants as approved shall be authorized to avail of all types of services by the agency in the guest house. The agency shall abide by all such decisions of CPCRI, Kasaragod and under no conditions shall it allow any services at the Guest House premises to the unauthorized persons.
26. Director, CPCRI, Kasaragod or Officer in- Charge, Guest House reserves the right to ask the contractor to replace, any worker of the firm within one week from the date of such communication.
27. **Rooms in CPCRI, Chandragiri Guest House should be allotted on the basis of the prior approval of the Director and the OIC, Guest House. The Contractor has No Power to allot the Guest house room to the outside Guests by his own without prior approval from the Competent Authority. If found misused the Guest house by him, the contract order will be terminated immediately and forfeit all future payment due to him including performance security.**
28. If the Competent Authority order to prepare the foods additionally as and when required he has to prepare and serve the same and collect the fixed rate from the indenter.

Please acknowledge receipt of the work order immediately.

Yours faithfully,

Asst. Administrative Officer (Estate)

Encl: Copy of Agreement

Copy to:

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