

भाकृअनुप-केन्द्रीय रोपण फसल अनुसंघात संस्थान महामा क्षेत्रका कासरगोइ - 671124, केरल, भारत

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Amrit Mahotsav

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F. No. 3(8)/2023-Stores/Borewell

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Shri.Nripen Kalita ing sati yanyan angganjamurnia ng itunggi satu birawahu yang at a shi shi shi Milliamy penalty dearso to be imposed to 0.25% per hiddli (tas dinapramA O9&IIIV Kamrup Dist., Assamo sing alabahaa mining batelamaa loo how to been and thefasa

Sub: Boring submersible and open submersible pump at ICAR-CPCRI, RC Kahikuchi – reg.

सम्बन्धित वर्गा कर प्रकार should be deducted 0,5% in terms of electricity.

Ref: Your quotation dated 10.03.2023.

Sir,

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B 4/10

Your quotation cited above, for Boring of the submersible and open submersible pump at ICAR-CPCRI, Research Centre Kahikuchi at this Institute for the quoted rate of Rs. 7,05,664/-(Rupees seven lakh five thousand six hundred and sixty four only) has been accepted by the Competent Authority and order is hereby placed for execution of the work as detailed below:-

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the many the state of the state of SCHEDULE OF WORK

SI. No.	Name of the work	Location	Quantity
	Open submersible pump	Existing pond near Local coconut germplasm plot	I No.
2.	Boring submersible pump	Near old irrigation (Depth) arecanut plot and near vermicompost	2 Nos.

2. Terms and Conditions

1. The work should be executed strictly as per the directions from Shri. Bikash Chowdhury, CTO(Farm-in-Charge) of this Institute from time to time

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,

The service provider shall take all responsibility and obligation for providing security/ insurance of the person engaged by him. ICAR-CPCRI, RC Kahikuchi will not be responsible for any libel/suit/litigation or otherwise/obligation/commitment/liability to any party (ies) or person(s) whatsoever.

4. 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.

5. 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.

6. The Contractor shall be responsible for the maintenance of all records/registers as required.

7. 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.

8. Before starting the work the successful bidder should remit 3 % of the bid amount as performance security of Rs.21,170/- in the form of a/c payee cheque/DD or Bank guarantee from a commercial bank in favour of Scientist-in-Charge, ICAR-CPCRI RC Kahikuchi 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. The dues if any, not settled by the agency will be recovered from the security deposit.

9. The period of 10 days allowed for carrying out the work will be reckoned within 5 days from

the date of receipt of this order.

10. The contractor shall debit the Performance Security within 7 days from the issue of work order. The period can be further extended at the written request of the contractor for the period of 10 days with late fee at the rate of 0.1% per day of Performance Security amount

11. In case any extension of time is granted beyond the stipulated period for completion of the work due to any unavoidable genuine circumstances, as may be decided by the Competent Authority, penalty clause to be imposed @ 0.25% per month (maximum to 2.5% of the total cost of the work) if work not completed within schedule time or within mutually extended period.

12. If water and electricity is availed from the institute by the contract agency then 1.5% of the billed amount shall be deducted from the final bill. If only water supply is availed, then 1% of

the billed amount shall be deducted 0.5% in terms of electricity.

13. 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 Kahikuchi 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.

14. Scientist-in-Charge, ICAR-CPCRI RC Kahikuchi reserves the right to terminate the contract in

the interest of the Institute, for any justifiable reasons.

15. Decision of Scientist-in-Charge 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 S i/C, ICAR-CPCRI, RC Kahikuchi. 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.

16. The contract will be discontinued at the discretions of the S i/C ICAR-CPCRI RC Kahikuchi, if

the work is not up to the satisfaction.

17. 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.

18. The S I/C ICAR-CPCRI, RC Kahikuchi 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 ICAR-CPCRI, RC Kahikuchi for compensation or financial assistance on this account. If any dispute arises on any service conditions the same will be settled amongst the agency and the workers engaged by them. ICAR-CPCRI, RC Kahikuchi 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.

L.S. Curylos Lyloshos 19. <u>Risk Clause</u>: ICAR-CPCRI, RC Kahikuchi 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.

20. 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.

21. 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 Kahikuchi.

22. 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.

- 23. The damage caused, if any, to ICAR-CPCRI, RC Kahikuchi 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 Kahikuchi, 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 S i/c ICAR-CPCRI, RC Kahikuchi may deem, fit.
- 24. The tendering agency shall also liable for depositing any taxes, levies, cess etc. on account of service rendered by it to the ICAR-CPCRI, RC Kahikuchi to the statutory authorities

concerned from time to time.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

Yours faithfully,

Copy to:-

1. The Finance & Accounts Officer, CPCRI Kasaragod.

2. AAO Estate, CPCRI Kasaragod

3. Website

L.S. Singh Scientist-in-Charge, RC Kahikuchi

वंज्ञानिक प्रभारी/Scientist-in-charge के.रो.फ.अ.सं. अनुसंधान केन्द्र C.P.C.R.I., Research Centre Kahikuchi, Guwahati-781017 काहिकुची, गुदाहाटी-781017 असम / Assam