

Serial No.....

CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE
CENTRAL SILK BOARD
MINISTRY OF TEXTILES, GOVT. OF INDIA
P.O. BERHAMPORE, DISTRICT. MURSHIDABAD
TELEPHONE NO. 03482-2511046/253962-64

**TENDER DOCUMENTS
FOR
ENGAGEMENT OF GENERATOR & PUMP OPERATOR
ON CONTRACT**

**DATE & TIME FOR
SUBMISSION OF TENDER** : 28.02.2018(upto 2 pm)

**DATE & TIME FOR OPENING
OF TENDER** : 28.02.2018 (at 03:00 pm)

COST OF TENDER DOCUMENTS : Rs. 500.00(Five Hundred Only)

TENDER DOCUMENTS ISSUED TO SHRI/

M/S

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**CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE
CENTRAL SILK BOARD, MINISTRY OF TEXTILES, GOVT. OF INDIA
BERHAMPORE-742101, DIST.-MURSHIDABAD**

No: CSB/CSR&TI/E-2[F]/Maint/Gen & Pump Operator/2017-18/

Date:

TENDER FOR ENGAGEMENT OF GENERATOR OPERATOR & PUMP OPERATOR

1) DIRECTOR, CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE, BERHAMPORE invites sealed quotations / tender complete in all respects from qualified registered contractors for Generator & Pump Operator on contract.

| | |
|---------------------------------|------------------------------|
| Last date for submission of Bid | : 28.02.2018(up to 2 pm) |
| Date of opening | : 28.02.2018(at 3 pm) |
| Earnest Money deposit | : 2% on total sum of a year. |

2) Interested contractors or agencies may obtain further information and visit the Institute on any working days between 10.00 am to 04.00 pm or visit website www.csrtiber.res.in & www.eprocurement Bidding documents may be obtained from the above address against payment of Rs. 500/- in cash or demand draft drawn in favour of Director, CSR&TI payable at any nationalized bank at Berhampore. Those who will download the tender documents from the website may submit the cost of tender documents of Rs.500/- with the tender in the form of demand draft[as above].

3) The quotations shall be dully filled in and signed by the bidder and shall be sent in sealed cover superscribed as “Bid for Generator Operators & Pump Operator”, to the Director, Central Sericultural research & Training Institute, Berhampore(Murshidabad) so as to reach before the date and time specified above or may be dropped in the tender box kept in the ground floor of the Institute.

4) All quotations must be accompanied by EMD as indicated above in the form of Demand Draft in favour of Director, CSR&TI payable at any nationalized bank at Berhampore (Murshidabad). The quotations which are not accompanied by the requisite EMD and or in the form as indicated above will be rejected.

5) The quotations will be opened on the same day [if possible] i.e. on the date and time specified above, in the presence of those bidders or their representatives who choose to attend the bid opening at the office of the Director, Central Sericultural research & Training Institute, Berhampore. Dist Murshidabad (West Bengal).

6) The quotations shall remain valid for a period of 120 days from the date of opening of the tender and extendable up to a period of 180 days from the date of opening of the offer as mentioned above. The bid valid for shorter duration will be rejected.

7) The Bidding documents are not transferable.

8) The bidders who desires to obtain the bid document by post may send a self addressed and stamped envelope of the value of Rs. Speed post . The document will be forwarded at the risk and cost of the prospective bidder and the office of the Director, CSR&TI, Berhampore will not be responsible either for delay or loss of document in transit.

9) The bids received after the date & time specified above will not be considered. The late bids will be kept unopened and the bidders may collect the late bids at their own costs within 15 days after the bid opening.

10) As per Rule 160(ii) of the GFR, the interested bidder can make question for the bidding conditions, bidding process and or rejection of its bid to the undersigned.

11) The rate quoted should be for the skilled worker category in Agriculture Sector in Area – C.

Director

INSTRUCTION TO BIDDERS

1.0 INTRODUCTION

Central Sericultural Research & Training Institute, Berhampore, Dist. Murshidabad (West Bengal) is a premier Sericultural Research Station functioning under the administrative control of Director, CSR&TI, CSB, Berhampore, West Bengal. It is located on S.N.Bagchi Road, adjacent to Berhampore Court Station and by the side of N.H. 34. The Institute is spread over on an area of 63 acres. The Institute is interested in engaging 3 Generator Operator & 1 Pump Operator on contract basis for this Institute. Accordingly, sealed tenders are invited from the reputed and registered Manpower Agencies subject to the following terms and conditions:

2.0 TERMS AND CONDITIONS

- 2.1 The Agency must be registered with the Labour commissioner of the respective city and have service base of this area.
- 2.2 The Agency /Company must be registered under provident Fund Act, ESI Act and GST/Service Tax Act. Copy of registration, Documents of GST/Service tax along with code numbers attached to the agency should be provided with the bid.
- 2.3 The Agency /Company must have at least 3(three) running contracts for providing such service to Government / reputed Public Sector Company for at least for 2 years. Copies and agreement /Work Order from client as documentary evidence should be provided with the tender.
- 2.4 The Bidders should ensure that they have rendered satisfactory performance during the last year and the order /orders placed subsequently should not have been cancelled or closed by any department of Govt. of India or Public Sector Undertakings in the last one year due to unsatisfactory performance and such persons whose orders /contracts have been closed or cancelled need not apply. In this respect the contractor has to furnish satisfactory performance report from the authorities to whom services were rendered in the previous year. Any suppression of facts or discrepancy in this respect will lead to disqualification of tender.
- 2.5 Photocopy of ITR for the last three year should be enclosed with the bid.
- 2.6 The Deptt. has complete right for obtaining the proof of tax /GST/service tax to be deposited for the Govt. treasury.
- 2.7 All the tenders shall be prepared and submitted in accordance with these instructions.
- 2.8 The Agency shall provide the Generator Operator & Pump Operator having ITI Certificate in relevant trade and should have experience of running 70 /125 /250 D.G. set and diesel & electric Pump operation in respective trades for at least one year.**
- 2.9 Incomplete or conditional tenders will not be entertained. Tenders received after the closing date and time and without EMD will be summarily rejected.
- 3.0 The Contractor shall be responsible for replacement of any member of the engaged persons falling sick, proceeding on leave or otherwise absent, at no additional cost of the Institute.
- 3.1 The Contractor shall be solely responsible for the accidents, if made by any persons provided by them. The Institute will not be responsible to make good of any loss caused by anybody provided by the Agency. It will be the responsibility of the Contractor/Agency make up the loss sustained by the institute for any type of loss caused by the persons.

- 3.2 Monthly minimum wage rate which should not be less than the minimum wages as per Minimum Wage Act should be quoted. The rate should be quoted both in words and figures. The rate quoted shall be valid at least for a period of 1(one) year from the date of commencement of contract. The Contract will be for a period of 01(One) year.
- 3.3 The contract if awarded, a Security Deposit equivalent to 10% of annual contract value should be furnished before commencement either in the form of Bank Guarantee or Demand draft in favour of Director, CSR&TI. The Security Deposit will be refunded only after satisfactory completion of contract period, without any interest thereon.
- 3.4 The payment will be made on monthly basis on receipt of bill in triplicate, which shall be certified by concerned official/officer of the institute for satisfactory performance of the contract during the period after deducting TDS as per Income Tax Rules. No advance payment will be made to the Contractor under any circumstances.
- 3.5 An agreement incorporating the terms & conditions which forms part & parcel of this bid documents shall be signed by the Contractor on a non-judicial Stamp Paper not less than the value of Rs. 50/- before commencement of contract.
- 3.6 The Agency/Contractor should pay the wages in cash to the Operators who will be on duty in this institute in presence of a Representative of this Institute.
- 3.7 The names of the Operators placed on duty in Central Sericultural Research & Training Institute, Berhampore should be made available to the concerned Institute and the Centre and as and when they are replaced, permission of the Head of the Institute should be taken and names of the new Operators should be made available to the Institute.
- 3.8 In case of breach of contract agreement, besides termination of contract, security deposit shall be forfeited.

3.0 GUIDELINES FOR PREPARATION AND SUBMISSION OF THE QUOTATION:

PREPARATION OF BIDS

- 3.1 The bidder is advised to visit the Institute and examine the work requirements thoroughly and obtain on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The cost of visiting the site and preparation of bid shall be at bidder's own expense.
- 3.2 The bidder is expected to examine carefully all instructions, terms and conditions of the agreement form and bidding documents. Failure to comply with the requirement to submit the bid will be at the bidder's own risk. Bids, which are not substantially responsive to the requirements of the bidding documents, will be rejected.
- 3.3 To be eligible for award of contract, bidders shall provide evidence satisfactory to the Director, CSR&TI, Berhampore of their eligibility, capability and adequacy of resources to carry out the contract effectively. To this end, all bids submitted shall include the following information:-

Necessary documentary proof like valid certificate of Registration /License / EPF/ ESI code number of the agency and relevant copy of Minimum wage Notification issued by the Government of India should have to be enclosed. The copies of receipts of the payment received by the party from different organizations for carrying out similar works will be preferred to other documents and certificates.

- 3.4 Bid from a joint venture will not be acceptable.
- 3.5 The bid and related correspondences and also the documents prepared in local language shall invariably contain translated form in English version, for the interpretation of the bid.

- 3.6 The contract shall be for the whole works based on the schedule of unit rates and prices submitted by the Bidders.
- 3.7 The bidder shall compute the rate under the heads as shown in the Schedule of work (Annexure A).
- 3.8 All kinds of duties, taxes and any other Govt. levies payable by the contractor under the contract or for any other cause shall be included in the rates.
- 3.9 Bids shall remain valid and open for acceptance for a period of 120 days after the date of bid opening.
- 3.10 The bidder shall furnish, as part of his bid, an EMD amounting to 2% for all forms of Bid(s) for a period of 12 months. The EMD shall be submitted only in the form of Demand Draft drawn in favour of the Director, CSR&TI payable at any nationalized bank, Berhampore. The EMD in any other form than Demand Draft will not be accepted. Any bid not accompanied by an acceptable EMD will be rejected by the authority. EMD of unsuccessful bidders will be refunded without interest only after finalization of award of the contract. The EMD will be forfeited if a bidder withdraws or modifies his bid during the period of bid validity or in the case of a successful bidder, on failing to sign the agreement within specified time limit.
- 3.11 The bidders shall submit this offer only in the bid document issued to him by the Director, CSR&TI, Berhampore. The bidder may for his reference keep a copy of the bid document.
- 3.12 The document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. The Tenderers shall ensure that each page of the tender is duly signed by the person authorized to sign the tenders.
- 3.13 All pages of the bid including entries or amendments made shall be initialed by the person or persons signing the bid.
- 3.14 The completed bid shall be without alteration interlineations or errazures, except those to accord with instruction issued by the Director, CSR&TI, Berhampore or as necessary to correct errors made by the bidders in which case such corrections shall be initialed by the person or persons signing the bid.
- 3.15 Only one bid may be submitted by each bidder. No bidder may participate in the bid of another for the same contract in any relation whatsoever.

B. SUBMISSION OF BIDS

- 3.16 The bidder shall seal the bid documents in an envelop and this should be addressed to:

**The Director,
Central Sericultural Research & Training Institute,
CENTRAL SILK BOARD
Ministry of Textiles, Govt. of India,
Berhampore-742101
Dist. MURSHIDABAD(WEST BENGAL)**

and the envelop shall bear the following identifications:

- a. "BID FOR GENERATOR AND PUMP OPERATOR"**
b. Name and address of the bidder

- 3.17 If the envelope is not sealed and marked as instructed above, the bid will be rejected by the Director, CSR&TI, and Berhampore.
- 3.18 The last date for receipt of quotation/ bid is up to 02.00 P.M. on 28.02.2018. Bids must be received in the office of the Director, CSR&TI, Berhampore at the address specified above. Any bid received after the due date and time shall be rejected.

4.0 OPENING OF QUOTATIONS AND AWARD OF THE CONTRACT

A. OPENING OF QUOTATIONS/BID

- 4.1 The quotations will be opened at 03.00 pm on 28.02.2018 in the presence of the bidders or their authorized representatives who choose to be present at the Central Sericultural Research & Training Institute, Berhampore, Dist. Murshidabad (West Bengal)
- 4.2 Bids determined to be substantially responsive, will be checked, for any arithmetic errors in computation and submission. Errors will be corrected as follows:-
- a. In case, the rate in words and figures differs, the lower rate shall be taken as correct.
 - b. All errors in totality in the amount column and carrying forward, total shall be corrected.
- 4.3 The amount stated in the bid form will be adjusted by the Director, CSR&TI, Berhampore in accordance with the above procedure for the correction of the errors and shall be binding upon the bidder. If the bidder does not accept the corrected amount of the bid, his bid will be rejected and the EMD will be forfeited.
- 4.4 The Director, CSR&TI, Berhampore or any other officer authorized by him reserves the right to accept or reject any or all the quotations without assigning any reason thereof.
- 4.5 All disputes arising out of the above shall be mutually settled and the decision of the Director, CSR&TI, Berhampore on all matters shall be final and binding on the bidder.

B. AWARD OF CONTRACT

- 4.6 The Director, CSR&TI, Berhampore will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has offered the lowest evaluated bid price, provided further that the bidder has the capacity and resources to carry out the contract effectively.

BID AND LETTER FROM CONTRACTOR

To
The Director,
Central Sericultural Research & training Institute,
CENTRAL SILK BOARD,
Ministry of Textiles, Govt. of India,
Berhampore-742101
Dist- Murshidabad (West Bengal)

Date:

Sir,

Sub: Service contract for engagement of Generator & Pump Operator-regarding.
Ref: Tender Notice No. CSB/CSR&TI/ No: CSB/CSR&TI/E-2[F]/Maint/Gen &
Pump Operator/2017-18/ Date:

Having inspected the site and having examined the terms and conditions of contract, and bill of cost for the above mentioned work, I, the undersigned offer to undertake the arrangements of providing above Operators to CSR&TI, Berhampore at a total cost of Rs.....per month (Rupees.....per month) on the items rate basis mentioned in the schedule of work.

My bid is accompanied with EMD of Rs.....(2% of all forms of Bid(s), I undertake, if my bid is accepted , to commence the work and complete the same within the time stipulated on the conditions attached to it.

Signature & Seal of the contractor/company of the bidder

Date:

Place:

ANNEXURE- A

**STATEMENT INDICATING THE MANNER IN WHICH
THE RATE IS TO BE COMPUTED**

| Sl No | Particulars | |
|--------------|--|--|
| 1 | Basic + VDA * | |
| 2 | PF @ 13.15 % on (1) above i.e. Basic +VDA | |
| 3. | ESI @ 4.75 % on (1) above i.e. Basic +VDA | |
| 4 | Service Charges of the Agency | |
| 5 | Sub-Total(1+2+3+4) | |
| 6 | GST as applicable | |
| | Grand Total | |

* The wages should not be less than the minimum wages notified by the Chief Labour Commissioner(c) under **Agriculture** Sector. The tenderers should specifically indicate the rates in the above format only.

** GST/Service Tax, actual rate may be considered subject to Govt. Notification.

**SCHEDULE OF WORK FOR ENGAGEMENT OF GENERATOR & PUMP OPERATOR
ON CONTRACT BASIS AT CSR&TI, BERHAMPORE**

| Item no. | Type of personnel |
|-----------------|---|
| 1. | Generator Operator for operating of 70 KVA/125 KVA/250 KVA D.G. Set |
| 2. | Pump Operator for operating of Bore Well/Submersible pumps |

Cost of reliever has to be borne by the Contractor. This should be clearly indicated in the quotation.

Signature and seal of the Contractor/ Company of the bidder.

Date:

Place:

**NOTE: TO BE FILLED AND SUBMITTED TO THE DIRECTOR, CSR&TI,
BERHAMPORE IN A SEALED COVER ALONGWITH BID LETTER AND EMD.**

A G R E E M E N T

THIS AGREEMENT made on thisday of
Two Thousand.....BETWEEN the DIRECTOR, CENTRAL SERICULTURAL
RESEARCH & TRAINING INSTITUTE, BERHAMPORE, DIST. MURSHIDABAD (WEST
BENGAL).

AND

M/s.....
..... (hereinafter referred to as Contractor) of the OTHER PART WHEREAS the Institute is desirous of giving a job contract for providing the Generator and Pump Operators to Central Sericultural Research & Training Institute, Berhampore-742101 is a unit of CSB, a Statutory Body created by an Act of parliament Viz., Central Silk Board Act 1948, Under Ministry of Textiles, Government of India, (hereinafter referred to as the Institute) whereas the Contractor has offered to provide the Generator and Pump Operators at Central Sericultural Research & Training Institute, Berhampore on the terms and conditions hereinafter stated.

AND WHEREAS Contractor has represented that he has registered as Contractor and has obtained license under the provisions of contract Labour (Regulation and Abolition) Act 1970 and has further requested that he is eligible to get this contract and there is no legal or any other bar for him in this respect.

NOW, THEREFORE, BY THESE ARTICLES and ON THE PREMISES mentioned above, the parties have agreed as follows:-

1. CONTRACTOR'S OBLIGATIONS

A. That the Contractor shall provide the following services:-

1. Generator Operator for operating generator and Pump Operator for running submersible pumps as per instructions as and when required.
2. That for providing satisfactory services as per Para 1 above under this Contract the Contractor has agreed to deploy a total of FOUR Operators for CSR&TI, Berhampore
3. That for performing Operators' duties, the Contractor shall deploy persons readily to perform shift duties. That the Contractor shall ensure that the persons are punctual and remain alert and vigilant in performance of their duties. It is further agreed that the Contractor shall engage physically fit persons above 18 and below the age of 50 years for operators' duties. They should be literate, able to read and write English, Hindi/ Bengali.
4. That the Contractor shall communicate the names, parentage, residential address, age, etc. of the persons deployed to this Institute, and as and when they are replaced, permission of the Head of the office (CSR&TI, Berhampore) should be taken and names of the new operators should be made available to the CSR&TI, Berhampore. This is only to facilitate the contractor to fix the liability accountability in case of any misconduct or theft.
5. That for the purpose of proper identification of these employees of the Contractor deployed at the Institute, they shall be issued with identity cards/ Identification document and they shall be duty bound to display the identity cards at the time of duty.

6. That the Director of the Institute or any other person authorized by the Director shall be at liberty to question the operators provided by the Agency, if there is any lapses on their part.
7. That on taking over the responsibility of providing operators, the Contractor shall formulate the mechanism and duty assignment of operators in consultation with the Officer-In-Charge of the Institute. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Officer-in-Charge of the Institute or the Officer designated by him in this respect from time to time.

B.

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the work as per Para 1 above shall be the employees of the Contractor for all intents and purposes and in no case, shall a relationship of employer and employee between the said persons and the CSB or its units shall accrue implicitly and explicitly.
2. That the persons so deployed shall remain under the control and supervision of the Contractor and the Contractor shall be liable for payment of their wages etc. and all other dues which the Contractor is liable to pay under various Labour Regulations and other statutory provisions through cash. The details of payment, date, amount of wages, etc made to the concerned should be made available by the Contractor to the Director, Central Sericultural Research & Training Institute, Berhampore on or before 15th of the succeeding month.
3. i) That the contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various Labour : Laws. The Contractor shall provide full information in respect of the wages etc. paid to its employees deployed in conformity with the provisions of Contractor Labour (Regulation and Abolition) Act, 1970.
ii) The rates of minimum wages, EPF, ESI deductions are subject to revision as per the revisions statutorily effected by the concerned CLC/State Level departments as notified from time to time. In which case revised rates are admissible only such revisions are supported by copies of relevant notification issued by the concerned authorities.
4. That the contractor shall be responsible for fulfilling all his obligations under law towards the persons deployed , namely, under the Minimum wages Act, P F Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act, etc., as applicable and amended from time to time.
5. That the contractor shall conform to the provisions of Central/State Act(s) or the Regulations on the subject as well as terms and conditions of this Agreement.
6. That the Contractor shall make payment of wages etc., to the persons so deployed in the presence of representative of the Institute and shall on demand furnish copies of wage register /muster roll etc., to the Institute for having paid all the dues to the persons deployed by the contractor for the work agreed under the agreement. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed, under various provisions of Labour laws, having regard to the duties of the CSB in this respect as per provision of Contract Labour(Regulation and Abolition) Act, 1970.The Contractor shall comply with or cause to be complied with the Labour Regulations with regard to payment of wages, wage period and deductions made, maintenance of wage book, wage slips, publication of scale of wages and terms of employment, inspection and submission of periodical returns, remittance of ESI, EPF & service tax and other Statuary contributions to respective Organizations within stipulated periods. **The Agency/ Contractor shall pay the wages in cash to the operators placed on duty in the Central Sericultural Research & Training Institute, Berhampore in presence of respective officer authorized for this purpose.** The Contractor has represented that he is already registered under the Contract Labour (Regulation and Abolition) Act, 1970 as amended and has obtained required license under the said Act. Any obligations and /or formalities which are required to be

fulfilled under the said Act or any other Act of the purpose of entering into and /or execution of this Contract shall be carried out by the Contractor at his own expenses and the Contractor shall report the compliance thereof to the Director, Central Sericultural Research & Training Institute, Berhampore. The Contractor shall be solely liable for any violation of provisions of the said Act or any other Acts.

7. That the aprons should be supplied by the Contractor at his own cost to the persons deployed as operator. The seasonal equipments such as Jerseys, woolen coats in winters and rain coats / umbrella in monsoon shall also be provided by the Contractor at his own cost and the CSB shall have no liability whatsoever on this account. The apron shall be approved by the Officer-in - Charge of the Institute.
8. The Contractor shall take all the reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and for the preservations of peace of the institute.
9. That in case any of the person so deployed by the Contractor does not come up to the mark or perform his duties properly or indulges in any unlawful riots or disorderly conduct, or is not desired by the Director, Central Sericultural Research & Training Institute, Berhampore, the contractor shall at once remove him from the premises and put some other operators in his place. The Contractor shall immediately replace the particular person so deployed on the demand of the Director, Central Sericultural research & Training Institute, Berhampore in writing.
10. That the Contractor shall deploy his persons in such a way that the persons get weekly rest, the working hours/ leave for which the work is taken from them, under relevant provisions or Shops and Establishment Act/ Minimum Wages Act. The Contractor shall in all dealings with persons in his employment have due regard to all recognized festivals days of rest and religious or other customs. The Contractor shall also be responsible for replacement of any member of the operators falling sick, proceeding on leave or otherwise absent at no additional cost to the Station. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract labour (Regulation and Abolition) Act 1970 , as amended from time to time or furnishing any information, or submitting or filling any forms, returns etc., under the provision of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability, pay to the Officer-in-charge of Institute, a sum not exceeding a days salary for every default, breach or furnishing /making/ submitting /filling such materially incorrect statement and in the event of the Contractor defaulting continuously in this respect , he shall be liable to pay, a days salary multiplied by number of defaults for each default in respect of each category.
11. The Contractor shall be solely responsible for all the injuries to the operators employed by them in the Institute, first aid facilities will be provided by the contractor at his own cost. Institute will not be liable for any disability claim or loss of life due to such accident or injury.

C.

1. That the Contractor shall keep the Institute indemnified against all claims whatsoever in respect of employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the prior responsibility of the Contractor to contest the same. In case Institute is made party and is supposed to contest the cases, the Institute will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the

Contractor to Institute on demand. Further, the Contractor shall ensure that no financial or any other liability comes on Institute in this respect of any nature whatsoever and shall keep Institute indemnified in this respect. In the event of any financial liability comes on the Institute on account of default of the Contractor and such financial liability will have to be discharged to avoid any statutory implication, in which event, the contractor is liable to reimburse to the Director of the Institute, falling which, same will be recovered in the manner indicated under clause A8 of these presents.

2. The Contractor shall further keep the CSB indemnified against any loss to the CSB property and assets i.e. movable and immovable as mentioned in para –A above.
3. The Institute shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments made to the Contractor under this contract for providing operators.
4. That the Contractor shall furnish an indemnity bond from the Central Insurance Corporation as his own cost to indemnify CSB against any claim arising out of or connected with this agreement.

II- OBLIGATIONS OF THE RESEARCH INSTITUTE

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid as under on monthly basis:-

| <u>Designation</u> | <u>Number</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------------|---------------|-------------|---------------|
| a) Generator Operator | 3 | Rs.....P.m. | Rs.....P.m. |
| b) Pump Operator | 1 | Rs.....P.m. | Rs.....P.m. |

Such payment shall be made on the basis of the bills raised by the Contractor and duly certified by the Officer designated by Research Institute in this regard.

2. That the aforesaid lump sum amount has been agreed to be paid by CSB to the Contractor. The Contractor shall not increase any amount on any ground whatsoever during the period of this agreement.

III -COMMENCEMENT AND TERMINATION

1. That this agreement will come into force with effect from and shall remain in force for a period of 01(One) year. The agreement may be extended on such terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingency:-

- a) On the expiry of the contract period as stated above.
- b) By giving one month's notice by Central Sericultural Research & Training Institute, Berhampore (West Bengal) on account of
 - i) Losses suffered by CSB due to lapse of any of operator.
 - ii) For committing breach by the Contractor of any of the terms and conditions of this agreement.
 - iii) On assigning the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting whole or part of the contract to any third person.

- c) On Contractor being declared insolvent by competent court of Law.

During the notice period for termination of the Contract in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be the duty of the Contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature to Central Sericultural Research & Training Institute, Central Silk Board, Berhampore (Murshidabad).

IV – ARBITRATION

1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) or under Contract Labour Act, the same shall be referred to the Sole Arbitration nominated by the Director, Central Sericultural Research & Training Institute, Berhampore.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, Central Sericultural Research & Training Institute, Central Silk Board, Berhampore -742101 shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may from time to time, with the consent of all the parties enlarge the time for making and publishing the award.
4. The Arbitrator may give interim award(s) and /or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration and conciliation Act, 1996 and the rules made there under and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this
6. The venue of the arbitration shall be Berhampore, Dist Murshidabad (West Bengal)

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

SIGNED, SEALED AND DELIVERED
FOR FIRST PARTY

SIGNED, SEALED AND DELIVERED
FOR SECOND PARTY

BY.....

BY

WITNESSES

WITNESSES

1.

1.

2.

2.

