

Serial No.....

CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE  
CENTRAL SILK BOARD  
MINISTRY OF TEXTILES, GOVT. OF INDIA  
P.O. BERHAMPORE, DISTRICT. MURSHIDABAD  
TELEPHONE NO. 03482-251046/253962-64

**TENDER DOCUMENTS  
FOR  
ENGAGEMENT OF DRIVER AND BUS DRIVER ON  
CONTRACT BASIS**

**DATE & TIME FOR  
SUBMISSION OF TENDER** : 07.03.2018(upto 2.00 pm)

**DATE & TIME FOR OPENING  
OF TENDER** : 07.03.2018 (at 3.00 pm)

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

**TENDER DOCUMENT ISSUED TO**

M/S .....  
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# केन्द्रीय रेशम उत्पादन अनुसंधान एवं प्रशिक्षण संस्थान

केन्द्रीय रेशम बोर्ड वस्त्र मंत्रालय, भारत सरकार  
बहरमपुर - ७४२१०१, मुर्शिदाबाद जिला, (पश्चिम बंगाल)

**Central Sericultural Research & Training Institute**

[ ISO 9001 : 2015 Certified ]

**CENTRAL SILK BOARD** Ministry of Textiles, Govt. of India  
Berhampore – 742101, Murshidabad Dist., West Bengal, India



No. CSB/CSR&TI/E-1[F]/Maint/Contract-Driver/17-18/

Date: 01.02.2018

## **TENDER FOR ENGAGEMENT OF DRIVERS**

The DIRECTOR, CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE, BERHAMPORE invites sealed quotations / tender complete in all respects from reputed/qualified registered & Licensed contractors or Agencies for providing personnel for 3 nos Drivers for this office and 1 no. for REC, Mothabari, Malda and 1(one) Bus Driver for CSR&TI, Berhampore on contract basis.

Last date for submission of Bid : 07.03.2018(up to 2.00 pm)  
Date of opening : 07.03.2018(at 3.00 pm)  
Earnest Money deposit : 2% on total sum of a year.

Interested contractors or agencies may obtain further information and visit the Institute on any working days between 09.30 am to 04.00 pm or visit website [www.csrtiber.res.in](http://www.csrtiber.res.in) & e-procurement process. Bidding documents may be obtained from the above address against payment of Rs. 500/- in cash or demand draft [not refundable] 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.

The quotations shall be dully filled in and signed by the bidder and shall be sent in sealed cover superscribed as “Bid for Drivers and Bus Driver”, to the Director, Central Sericultural research & Training Institute, Berhampore(Murshidabad) so as to reach before the date and time specified above.

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 as indicated above will be rejected.

The quotations will be opened on the same day 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).

The quotations shall remain valid for a period of 120 days from the date of opening of the tender. The bid valid for shorter duration will be rejected.

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.

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

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.

The rate should be in skilled for Driver and Highly Skilled for Bus Driver 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 4 (Four) Drivers on contract basis viz 3 for this Institute and 1 for REC, Mothabari, Malda. 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 contractor shall provide skilled and highly skilled and well disciplined Drivers/Bus driver to drive the vehicles during office hours and also for going on tour to outstations whenever exigencies arise. The agency should deploy effective, submissive and obedient Drivers.
- 2.2 The contractors /agency should have a minimum experience of four years in providing Drivers/Bus driver out of which at least for two years they should have handled the entire system requires by a manpower agency in deploying Drivers to Government Organization and a reputed Public Sector Company.
- 2.3 The contractor shall arrange to provide the Drivers/Bus driver in such a manner so as to ensure attending to the following:-
  - a) The Drivers and Bus driver should be amenable to discipline, submissive, bear a decent nature, obedient, punctual, dutiful and ready to perform duties whenever he is so advised.
  - b) Should have the capacity to detect the defects if any, in the vehicle and report the matter to the authority concerned.
  - c) Movement of vehicle/Bus should be made only on specific instructions from the concerned officers.
  - d) Log book of vehicle should be neatly and correctly maintained.
- 2.4 The Drivers employed by the contractor shall be above 18 years and below 50 years age. The minimum qualification for the Drivers shall be:-
  - a) VIII standard or equivalent and be able to read English, Hindi & Bengali and must possess good health and physique.
  - b) Must possess valid Driving license of heavy and HPMV(Heavy passenger Motor vehiclesfor Bus driver) as well as light vehicles.
- 2.5 The contractors shall supply Uniform (White shirt & grey pant), shoe and other materials like torch, torch cells, raincoat, umbrella etc. to the Drivers. The Contractors shall ensure that the Drivers on duty are in uniform and adequately equipped to discharge their duties effectively.
- 2.6 The Contractor shall be responsible for replacement of any member of the Driver/Bus Driver falling sick, proceeding on leave or otherwise absent, at no additional cost of the Institute.
- 2.7 The Contractor shall be solely responsible for the accidents, if made by any Drivers provided by them. The Institute will not be responsible to make good of any loss caused by the Drivers 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 Driver.

- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 The Agency/Contractor should pay the wages in cash to the Drivers/Bus driver who will be on duty in this institute in presence of a Representative of this Institute.
- 2.13 The names of the Drivers placed on duty in Central Sericultural Research & Training Institute, Berhampore and Research Extension Centre, Mothabari 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 Drivers should be made available to the Institute. This is only to facilitate the contractor to fix the liability accountability in case of any misconduct or theft of parts, fuel from, the vehicle/Bus.
- 2.14 The Director,C.S.R.&T.I, Central Silk Board, Berhampore[West Bengal] reserves the right to accept or reject any or all tenders. However, the bidder is at liberty to seek clarification in respect of bidding conditions, bidding process and/or reasons for rejection of the bid.**

### **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 & related correspondences & 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 fill the rates for providing Drivers/Bus driver in the format indicated and works described in the Schedule of work.
- 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.
- 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 erasers, 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 envelope 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 DRIVER AND BUS DRIVER”**
- 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 **07.03.2018**. 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 **07.03.2018** 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 Driver and Bus driver -regarding.  
Ref: Tender Notice No. CSB/CSR&TI/E-1[F]Maint/Contract Driver/2017-18/  
dated:

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 Driver 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:

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

**A.Driver:**

SI No	Particulars	Amount per head/per month ( in Rs. )
1	Basic Rs + VDA*Rs. = Total	
2	EPF @ 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/Service Tax and other as applicable	
	Grand Total	

**B.Bus Driver:**

SI No	Particulars	Amount per head/per month ( in Rs. )
1	Basic Rs + VDA*Rs. = Total	
2	EPF @ 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/Service Tax and other as applicable	
	Grand Total	

Over time allowance charges may be indicated separately.

\* The wages should not be less than the minimum wages notified by the Chief Labour Commissioner(C), New Delhi. Area of Berhampore comes under applicable for **Skilled Worker** for Driver and **Highly Skilled worker** for Bus Driver category employed in Agriculture Sector in Area "C". The Agency should quote the rates in the above format only.

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

\*\*\* Rate should be quoted for 26 days in a month.



**SCHEDULE OF WORK FOR ENGAGEMENT OF DRIVER AND BUS DRIVER ON  
CONTRACT BASIS AT CSR&TI, BERHAMPORE AND REC, MOTHABARI**

<b>Item no.</b>	<b>Type of personnel</b>
1.	Driver for driving of light and heavy vehicle.

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 ALONG WITH BID LETTER AND EMD.**

# A G R E E M E N T

THIS AGREEMENT made on this .....day of ..... Two Thousand Eighteen 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 Drivers 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 Driver at Central Sericultural Research & Training Institute, Berhampore and REC, Mothabari, Malda 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. Drivers and Bus driver for driving office vehicles/Bus 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 Drivers viz. THREE for CSR&TI, Berhampore and ONE for REC Mothabari (Malda) and ONE Bus driver for CSR&TI, Berhampore. In addition an Officer-in-Charge is also to be deployed for over all Supervision of Drivers duty time to time.
3. That for performing Drivers duties, the Contractor shall deploy persons for driving the vehicle during office hours (9.30 am to 5.30 pm). 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 Drivers 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 Drivers 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 Drivers provided by the Agency, if there is any lapses on their part.

7. That the Contractor shall ensure that the Drivers and Bus driver must not take out the vehicle/Bus from the Institute /Centre at his own unless he is specially advised to go out for official duties.
  8. That on taking over the responsibility of providing Drivers, the Contractor shall formulate the mechanism and duty assignment of Drivers 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/GST and other Statuary contributions to respective Organizations within stipulated periods. **The Agency/ Contractor shall pay the wages in cash to the Drivers placed on duty in the Central Sericultural Research & Training Institute, Berhampore and research Extension Centre, Mothabari 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 Uniforms supplied by the Contractor at his own cost to the persons deployed for this work shall include White bush-shirt and Grey pant (with baton strap). 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 Uniform 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 upto 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 Driver 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 Driver 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 Drivers 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 Drivers.
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) Driver		Rs.....P.m.	Rs.....P.m.
b)Bus Driver		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 Driver/Bus driver.
    - 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.

CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE  
BERHAMPORE – 742 101 (W.B.)

ANNEXURE - I

Sl.No	Types of Personnel	No. of person engaged	Points / Location
1	Drivers	1 X 4	4 nos Drivers, out of which 3 nos Drivers will be deployed at this Institute and 1 no Driver deployed at REC, Mothabari, Malda District[W.B].
2	Bus driver	1x1	To be deployed at Main Institute.

Total -----

ANNEXURE - II

Pro-forma suggested for an Undertaking by a Contractor for Compliance of the Provisions of Contract Labour (Regulation and Abolition) Act, Rules and other laws as applicable.

I, ..... S/o ..... Proprietor / Partner / Director of ....., do hereby declare and undertake as under –

1. That in the capacity of independent contractor by M/s. ....  
.....(description of Principal Employer) I have complied with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 in holding a valid license under the Act and the Rules thereto. I have paid the wages for the month of ..... to all my employees and no dues are payable to any employee.
  
1. That I have covered all the eligible employees under Employees Provident Fund and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions under our code numbers for the following month and as such no amount whatsoever is payable.
  
2. I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer for my lapse, I undertake to reimburse the same or the principal employer is authorized to deduct the same from my dues as payable.

Second Party/Contractor



