



WEST BENGAL FOREST DEVELOPMENT CORPORATION LIMITED

(A Government of West Bengal Undertaking)

Office of the Divisional Manager

Forest Corporation (South) Division

Hijli Co-operative, Kharagpur – 721306

Telefax (03222) 277138 Email :- milanmandal@gmail.com

No.

Dated

.08.13

NOTICE INVITING TENDER

Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur invites tender from reputed registered Manpower Agencies for engagement of one Driver on contract basis for a period of one year. The Agencies/ Contractors should have following mandatory Registration / Certificates / License etc. and copies of documents to be attached with the tender.

Eligibility Criteria

1. EPF Account Number.
2. ESI Account Number.
3. Contract Labour License.
4. Order on Minimum Wages fixed by the Ministry of Labour, Government of India.
5. Credential Certificates.
6. Volume of Annual Transaction with other parties.
7. Pan No.
8. Certificate issued by the Directorate General of Resettlement, Govt. of India/State Govt.

Sale of Tender Document

The tender document can be purchased from the office of the Divisional Manager, Forest Corporation (South) Division, Kharagpur from 09.09.2013 to 13.09.2013 between 11.00 a. m. and 4.00 p. m. on payment of a sum of Rs. 100/- (Rupees One hundred only).

1. Last date for submission of tender: 16.09.2013(upto 2 pm)
2. Date of opening : 17.09.2013(at 4 pm)
3. Earnest money deposit : 2 % on total sum of a year.
4. Cost of tender document : Rs.100/-

Submission of Tenders: Interested agencies are required to submit the Technical and Price bids separately. The bids in separate sealed covers containing “Technical Bid” and “Price Bid” should be placed in a third sealed cover super scribed “Tender for Providing Driver at Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur”. The tenders should reach the office of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur by 2.00 PM on 16.09.2013.

Opening of Tender: The Technical Bids will be opened on 16.09.2013 at 4.00 PM in the office of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. Price Bids of Tenderers whose Technical Bids are considered satisfactory shall be opened on 17.09. 2013 at 4.00 PM. The bids will be opened in presence of such Tenderers as may be present.

Security Deposit: The contractor whose tender is accepted will be required to furnish security deposit by Pay Order/ Demand Draft/Bank Guarantee amounting to 10% of the value of the monthly bill according to the quoted price.

Intending Tenderers should acquaint themselves with the work and working conditions of the site and locality before submission of tender.

Divisional Manager

Forest Corporation (South) Division

Serial No.....



WEST BENGAL FOREST DEVELOPMENT CORPORATION LIMITED

(A Government of West Bengal Undertaking)

Office of the Divisional Manager
Forest Corporation (South) Division
Hijli Co-operative, Kharagpur – 721306

TENDER DOCUMENTS FOR ENGAGEMENT OF DRIVER ON CONTRACT BASIS

1) Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur

invites sealed quotations / tender complete in all respects from qualified registered contractors for Drivers on contract basis.

Last date for submission of Bid : 16.09.2013 (upto 2 pm)

Date of opening : 17.09.2013 (at 4 pm)

Earnest Money deposit : 2% on total sum of a year.

2) Interested contractors or agencies may obtain further information and visit the Office on any working days from 09.09.2013 to 13.09.2013 between 11.00 a. m. and 4.00 p. m. on payment of a sum of Rs. 100/- (Rupees hundred only).

3) The quotations shall be dully filled in and signed by the Tenderer as mentioned in **Submission of Tenders** and shall be sent in sealed cover superscribed as "Tender for Providing Driver at Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur", to the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur so as to reach before the date and time specified above.

4) All quotations must be accompanied by EMD as indicated above in the form of Demand Draft in favour of Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur payable at any nationalized bank at Kharagpur. The quotations which are not accompanied by the requisite EMD as indicated above will be rejected.

5) The quotations will be opened on the day, 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur.

6) 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.

7) The Tenders received after the date & time specified above will not be considered. The late bids will be kept unopened and the Tenderers may collect the late bids at their own costs within 15 days after the Tender.

Divisional Manager

Forest Corporation (South) Division

INSTRUCTION TO TENDERERS

1.0 TERMS AND CONDITIONS

1.1 The contractor shall provide skilled and well disciplined Drivers 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.

1.2 The contractors /agency should have a minimum experience of four years in providing Drivers out of which at least for two years they should have handled the entire system required by a manpower agency in deploying Drivers to Government Organization and a reputed Public Sector Company.

1.3 The contractor shall arrange to provide the Drivers in such a manner so as to ensure attending to the following:-

a) The Drivers 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 should be made only on specific instructions from the concerned officers.

d) Log book of vehicle should be neatly and correctly maintained.

1.4 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 as well as light vehicles.

1.5 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.

1.6 The Contractor shall be responsible for replacement of any member of the Driver falling sick, proceeding on leave or otherwise absent, at no additional cost of the Office of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur.

1.7 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 to make up the loss sustained by the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur for any type of loss caused by the Driver.

1.8 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.

1.9 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 the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. The Security Deposit will be refunded only after satisfactory completion of contract period, without any interest thereon.

1.10 The payment will be made on monthly basis on receipt of bill in triplicate, which shall be certified by concerned official/officer for satisfactory performance of the contract during the period after deducting TDS as per Income Tax Rules. No advancepayment will be made to the Contractor under any circumstances.

1.11 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.

1.12 The Agency/Contractor should pay the wages in cash to the Drivers who will be on duty in this Office in presence of a Representative of this Office.

1.13 The names of the Drivers placed on duty in the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur should be made available to the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur and as and when they are replaced, permission of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur should be taken and names of the new Drivers should be made available to the Office. This is only to facilitate the contractor to fix the liability and accountability in case of any misconduct or theft of parts, fuel from, the vehicle.

2.0 GUIDELINES FOR PREPARATION AND SUBMISSION OF THE QUOTATION: PREPARATION OF TENDER.

2.1 The Tenderer is advised to visit the Office 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 Tender shall be at Tenderer's own expense.

2.2 The Tenderer is expected to examine carefully all instructions, terms and conditions of the agreement form and tender documents. Failure to comply with the requirement to submit the bid will be at the Tenderer's own risk. Tenders, which are not substantially responsive to the requirements of the Tender documents, will be rejected.

2.3 To be eligible for award of contract, Tenderers shall provide evidence satisfactory to the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur, 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.

2.4 Tender from a joint venture will not be acceptable.

2.5 The Tender & related correspondences & also the documents prepared in local language shall invariably contain translated form in English version for the interpretation of the bid.

2.6 The contract shall be for the whole works based on the schedule of unit rates and prices submitted by the Tenderers.

2.7 The Tenderer shall fill the rates for providing Drivers in the format indicated and works described in the Schedule of work.

2.8 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.

2.9 Tenders shall remain valid and open for acceptance for a period of 120 days after the date of Tender opening.

2.10 The Tenderer shall furnish, as part of his bid, an EMD amounting to 2% for all forms of Bid(s). Any bid not accompanied by an acceptable EMD will be rejected by the authority. EMD of unsuccessful Tenderers will be refunded without interest only after finalization of award of the contract. The EMD will be forfeited, on failing to sign the agreement within specified time limit.

2.11 The Tenderers shall submit this offer only in the bid document issued to him by the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. The Tenderer may for his reference keep a copy of the Tender document.

2.12 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.

2.13 All pages of the bid including entries or amendments made shall be initialed by the person or persons signing the bid.

2.14 The completed Tender shall be without alteration interlineations or erasers, except those to accord with instruction issued by the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. or as necessary to correct errors made by the Tenderers in which case such corrections shall be initialed by the person or persons signing the Tender.

2.15 Only one bid may be submitted by each Tenderer. No Tenderer may participate in the Tender of another for the same contract in any relation whatsoever.

B. SUBMISSION OF TENDERS

2.16 The Tenderer shall seal the Tender documents in an envelope and this should be addressed to:
The Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur-721306, Distt : Paschim Medinipur, West Bengal.

and the envelop shall bear the following identifications:

a. "BID FOR PROVIDING DRIVER AT DIVISIONAL MANAGER, FOREST CORPORATION (SOUTH) DIVISION, HIJLI, KHARAGPUR"

b. Name and address of the Tenderer

2.17 If the envelope is not sealed and marked as instructed above, the bid will be rejected by the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur.

2.18 The last date for receipt of quotation/ bid is up to 02.00 P.M. on 16.09.2013. Bids must be received in the office of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur at the address specified above.

Any bid received after the due date and time shall be rejected.

3.0 OPENING OF QUOTATIONS AND AWARD OF THE CONTRACT

A. OPENING OF QUOTATIONS / BID

3.1 The quotations will be opened at 04.00 pm on 17.09.2013 in the presence of the Tenderers or their authorized representatives who choose to be present at the Office of **The Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur-721306, Distt : Paschim Medinipur, West Bengal.**

3.2 Tenders 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.

3.3 The amount stated in the Tender form will be adjusted by the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. In accordance with the above procedure for the correction of the errors and shall be binding upon the Tenderer . If the Tenderer does not accept the corrected amount of the bid, his bid will be rejected and the EMD will be forfeited.

3.4 The Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur.or any other officer authorized by him reserves the right to accept or reject any or all the quotations without assigning any reason thereof.

3.5 All disputes arising out of the above shall be mutually settled and the decision of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. on all matters shall be final and binding on the Tenderer.

B. AWARD OF CONTRACT

3.6 The Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. will award the contract to the Tenderer whose bid has been determined to be substantially responsive to the Tender document and who has offered the lowest evaluated bid price, provided further that the Tenderer satisfies the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. that he has the capacity and resources to carry out the contract effectively.

**SCHEDULE OF WORK FOR ENGAGEMENT OF DRIVER ON CONTRACT BASIS AT
DIVISIONAL MANAGER, FOREST CORPORATION (SOUTH) DIVISION, KHARAGPUR**

Item no. Type of personnel

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 theTenderer.

Date:

Place:

**NOTE: TO BE FILLED AND SUBMITTED TO THE DIVISIONAL MANAGER,
FORESTCORPORATION (SOUTH) DIVISION, KHARAGPUR IN A SEALED COVER
ALONG WITH BID LETTER AND EMD.**

A G R E E M E N T

THIS AGREEMENT made on thisday of
Two Thousand Thirteen BETWEEN the DIVISIONAL MANAGER, FOREST CORPORATION
(SOUTH) DIVISION, KHARAGPUR AND

M/s.....
..... (hereinafter referred to as Contractor) of the OTHER PART WHEREAS the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur (hereinafter referred to as Office) is desirous of giving a job contract for providing the Drivers to Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur and whereas the Contractor has offered to provide the Driver at the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur 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. Driver for driving office vehicles 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 (1) one driver for driving the official vehicle of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur
3. That for performing Drivers duties, the Contractor shall deploy persons for driving the vehicle during office hours (10.00 am to 6.00 pm) and beyond whenever necessary and directed by the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. 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 Office, and as and when they are replaced, permission of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur should be taken and names of the new Drivers should be made available to the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. 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 Office. They shall be issued with Photo identity cards/ Identification document and they shall be duty bound to display the identity cards at the time of duty.

6. That the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur or any other person authorized by him 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 must not take out the vehicle from the Office/Garage 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur 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 Office and shall on demand furnish copies of wage register /muster roll etc., to the Office 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 Drivers placed on duty in the Office of the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. 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 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 Office shall have no liability whatsoever on this account. The Uniform shall be approved by the Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur.

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 Office.

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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur. 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur 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 Office. 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 ammended 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur, 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 eachcategory.

The Contractor shall be solely responsible for all the injuries to the Drivers employed by them in the Office, first aid facilities will be provided by the contractor at his own cost. Office 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 Office 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 Office is made party and is supposed to contest the cases, the Office will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to Office on demand. Further, the Contractor shall ensure that no financial or any other liability comes on Office in this respect of any nature whatsoever and shall keep Office indemnified in this respect. In the event of any financial liability comes on the Office 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur, falling which, same will be recovered.

2. The Contractor shall further keep the Office indemnified against any loss to the Office property and assets i.e. movable and immovable as mentioned in para –A above.

3. The Office 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur against any claim arising out of or connected with this agreement.

II- OBLIGATIONS OF THE DIVISIONAL MANAGER, FORESTCORPORATION (SOUTH) DIVISION, KHARAGPUR

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

Designation Number Rate Amount

a) 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur in this regard.

2. That the aforesaid lump sum amount has been agreed to be paid by Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur on account of the following:

i) Losses suffered by Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur due to lapse of 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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur.

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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur

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 Divisional Manager, Forest Corporation (South) Division, Hijli, Kharagpur 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 Kharagpur, Dist Paschim Medinipur (West Bengal)

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

FOR AND ON BEHALF OF

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FOR & ON BEHALF OF THE CONTRACTOR

WITNESS

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